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‘MOSAIC COVENANT’ AS A POSSIBLE REFERENT FOR ΝΟΜΟΣ IN PAUL

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Summary

Any serious enquiry into Paul’s view of the law must include lexical considerations regarding the meaning of νόμος (‘law’) itself. A general consensus has emerged that νόμος predominantly refers to Mosaic legislation. A few scholars, however, have suggested that νόμος should sometimes be taken as a synecdoche for the Mosaic covenant administration. This article attempts to substantiate the plausibility of that referent by appealing to precursors for it in the OT and intertestamental literature, examples of a few of Paul’s uses of νόμος, and linguistic considerations related to word choice.

1. Introduction

One of the most hotly contested topics in Pauline studies in the last decades has been the apostle’s view of the law. Debate abounds concerning a number of interrelated questions, such as: What role did Paul attribute to the law in sinful human beings finding acceptance with God? What place did Paul give to the law in the Christian life? How does one account for Paul’s varying evaluations of the law in his writings (positive, negative, even neutral)? Different approaches have been offered addressing these questions, resulting in voluminous literature on the subject.¹

¹ For a recent helpful work on Paul’s view of the law see Brian S. Rosner, *Paul and the Law: Keeping the Commandments of God* (NSBT 31; Downers Grove: InterVarsity, 2013). For a somewhat dated yet still superb summary of the nuances of the debate surrounding Paul’s view of the law, both historic and modern, see Stephen Westerholm, *Perspectives Old and New on Paul: The ‘Lutheran’ Paul and His Critics* (Grand Rapids: Eerdmans, 2004): 3-258. The literature on this topic was abundant

Exegetical work on pertinent passages related to Paul's view of the law must include a study of the lexical value of the word νόμος itself. Even on this specific question there is considerable debate. While it is true that a general consensus has arisen around two referents for νόμος in Paul ('Scripture' [e.g. Gal. 4:21] and 'Mosaic legislation' [e.g. Rom. 13:8-10]), this agreement does not apply to some of Paul's most interesting uses of the word. Significant differences of lexical opinion appear when discussing passages where Paul's evaluation of the law is distinctly negative, usually in relation to justification (e.g. Rom. 3:20-28; Gal. 2:16; 3:10-13). For these contexts, many have attempted to establish some limiting factor for the referent of or a special meaning for νόμος. Some argue that Paul may use νόμος (specifically in the expression ἔργα νόμου ['works of the law']) to refer only to particularly Jewish aspects of the law.² Others have tried to show that νόμος in some passages means some sort of distortion of the law, such as legalism.³ Such lexical explanations are initially attractive because they seem to account for Paul's negative statements concerning νόμος, while still allowing for his positive attitude toward it in other contexts. These alternatives, however, have been unable to generate any broad consensus.⁴

when Westerholm published this work (see his twenty-five-page bibliography), and it abounds even more today. The limited size and scope of this article, however, permits me to interact selectively with only the sources most pertinent to my argument.

² For example, James D. G. Dunn, *The Theology of Paul the Apostle* (Grand Rapids: Eerdmans, 1998): 355-59. This view is characteristic of the New Perspective on Paul. Despite the adjective 'new', Dunn and other proponents of this interpretation were not the first to propose a limited definition for 'works of the law' in Paul with regard to ceremonial statutes. There is some similarity between Dunn's position at this point and the positions of Origen, Jerome, Aquinas, and some of the Counter Reformation theologians.

³ The two main proponents of the view that νόμος sometimes means legalism are Charles E. B. Cranfield ('St. Paul and the Law', *SJT* 17.1 [1964]: 43-68) and Daniel P. Fuller (*Gospel and Law: Contrast or Continuum?* [Pasadena: Fuller Seminary Press, 1982]). This view has certain parallels with some Roman Catholic interpretation, which suggests that Paul is arguing against the possibility of putting God under strict obligation via works. See Robert A. Sungenis, *Not by Faith Alone: The Biblical Evidence for the Catholic Doctrine of Justification* (Goldeta, CA: Queenship, 1997): 38-52, 619-26.

⁴ Both views have been extensively critiqued. For responses to the legalism view, see Heikki Räisänen, *Paul and the Law* (WUNT 29; Tübingen: Mohr-Siebeck, 1983): 42-50; Douglas J. Moo, "'Law", "Works of the Law", and Legalism in Paul', *WTJ* 45 (1983): 85-88; and Westerholm, *Perspectives*, 330-35. For critiques of the New Perspective view, see Seyoon Kim, *Paul and the New Perspective: Second Thoughts on the Origins of Paul's Gospel* (Grand Rapids: Eerdmans, 2002); Simon J. Gathercole, *Where is Boasting? Early Jewish Soteriology and Paul's Response in*

Many scholars think νόμος usually has a simpler, more general referent in most of its occurrences, something along the lines of ‘Mosaic legislation’.⁵ In some passages this is surely the best option. In many places, however, it seems a broader referent is required in order to account for the negative assessment Paul often gives of νόμος. For example, Paul uses the expression ὑπὸ νόμον to speak of a state of existence characterised by slavery and condemnation. Is taking νόμος in this collocation merely as ‘Mosaic commandments’ enough to account for the dilemma in which the person under the law finds him or herself? It seems not, especially considering the fact that Paul did not insist that his readers disregard Mosaic precepts (e.g. 1 Cor. 7:19; Gal. 6:15), and he himself could observe Mosaic ordinances and still conserve his liberty in Christ (1 Cor. 9:19-21).

In this connection, a few scholars have suggested that Paul may sometimes use νόμος in a figurative sense to refer not just to Mosaic commandments but more broadly to the Mosaic covenant.⁶ The idea is that νόμος, in certain contexts, may have a somewhat extended meaning and can be taken as a synecdoche – that is, the figure of speech in which a word otherwise used to refer to a part of a thing is

Romans (Grand Rapids: Eerdmans, 2002); Westerholm, *Perspectives*; and Charles Lee Irons, *The Righteousness of God: A Lexical Examination of the Covenant-Faithfulness Interpretation* (WUNT II/386: Tübingen: Mohr Siebeck, 2015).

⁵ A list of scholars who set out such a definition – with their respective emphases and nuances – includes: Rudolph Bultmann, *Theology of the New Testament* (Kendrick Grobel, tr.; 2 vols; New York: Scribner, 1951, 1955), 1: 259-60; W. Gutbrod, ‘νόμος’, *TDNT* 4: 1069-70; Moo, ‘Legalism’: 79-84; Thomas R. Schreiner, *The Law and its Fulfillment: A Pauline Theology of Law* (Grand Rapids: Baker, 1993): 38-39; BDAG, ‘νόμος (2)’: 677; Mark A. Seifrid, *Christ our Righteousness: Paul’s Theology of Justification* (NSBT 9; Downers Grove: IVP, 2000): 96; Westerholm, *Perspectives*: 297. In the work of other scholars, the sense explained here is less clearly defined or is heavily nuanced, but still present: E. P. Sanders, *Paul, the Law, and the Jewish People* (Philadelphia: Fortress, 1983): 20, 102; Hans Hübner, *The Law in Paul’s Thought* (James G. Greid, tr.; Edinburgh: T&T Clark, 1984): 17; James D. G. Dunn, *The Theology of Paul the Apostle* (Grand Rapids: Eerdmans, 1998): 132.

⁶ See R. D. de Lacey, ‘The Sabbath/Sunday Question and the Law in the Pauline Corpus’ in *From Sabbath to Lord’s Day: A Biblical, Historical, and Theological Investigation*, D. A. Carson, ed. (Grand Rapids: Zondervan, 1982): 159-95, esp. 175; Moo, ‘Legalism’: 82; Frank Thielman, *Paul and the Law: A Contextual Approach* (Downers Grove: IVP, 1994): 106; Paul A. Rainbow, *The Way of Salvation: The Role of Christian Obedience in Justification* (Waynesboro, GA: Paternoster, 2005): 75-77; T. David Gordon, ‘Abraham and Sinai Contrasted in Galatians 3:6-14’ in *The Law is not of Faith: Essays on Works and Grace in the Mosaic Covenant*, Bryan D. Estelle et al., ed. (Philadelphia: P&R, 2009): 240-58, esp. 249-50.

used to refer to the whole.⁷ The proposal that νόμος sometimes can refer to the whole of the Mosaic covenant administration, not only its stipulations, is intriguing because it may succeed in alleviating some of the perceived tensions in Paul's discourse on the law where other proposals have failed.⁸ To my knowledge, however, there is yet no published work attempting to thoroughly substantiate this suggestion and explore its potential implications.⁹

In this article, I wish to consider whether or not the Mosaic covenant ought to be considered as a possible referent for νόμος in Paul. Could the apostle's readers have recognised this figurative use? Three reasons suggest an affirmative answer: (1) there are precursors for such a use of νόμος in the Hebrew Bible (reflected in the Greek of the Septuagint) and in intertestamental literature; (2) there is support for it from a cursory study of Paul's use of the word; and (3) Paul's choice of νόμος instead of διαθήκη to refer to the Mosaic covenant can be plausibly explained.

⁷ Examples of synecdoches from modern English include 'head' for 'cattle' and 'wood' for 'golf club'. Examples from biblical Greek include σῶμα for 'person' (Rom. 12:1) and Μωϋσῆς for 'old covenant' (2 Cor. 3:15). Νόμος for 'Mosaic covenant' is perhaps a less dramatic synecdoche than the examples given here, involving a lesser degree of expansion of meaning. Still, it may be considered a synecdoche if, following G. B. Caird's definition, we understand synecdoche as covering 'any use of a less inclusive term instead of a more inclusive one and vice versa' (G. B. Caird, *The Language and Imagery of the Bible* [London: Duckworth, 1980]: 135).

⁸ See the conclusion of this article for brief examples.

⁹ Of the works mentioned, the only one that gives a slightly sustained attempt to defend this synecdochical use is Rainbow's, but he dedicates less than a page and a half to it. In *Paul and the Law: Keeping the Commandments of God* Brian Rosner proposes a 'hermeneutical solution' for the problem of Paul's view of the law in which he says that νόμος ought to be understood in some places 'as law-covenant'. This sounds similar to the claim I am seeking to substantiate, but there is a significant lexical difference. Rosner argues that νόμος usually refers to the Pentateuch as a whole, but viewed in different passages from different perspectives: as law-covenant, as prophecy, or as wisdom. While I agree that νόμος can refer to the Pentateuch as a whole, I am suggesting that in many places it refers to only part of what is registered in the Pentateuch, namely the Mosaic covenant as a historical institution. I think this reading is preferable because it better reflects the fact that Paul perceives distinctions inherent in the Pentateuch itself regarding different ways in which God relates to men – for example, the distinction Paul makes between 'covenant'/'promise' and 'law' in Gal. 3:15-18 (see below).

2. Precursors for Paul's Use of Νόμος as a Synecdoche for the Mosaic Covenant

Modern students of Paul should not read into his words definitions or referents other than those that his original audience could have identified. Could the word νόμος have been a natural way for the apostle to refer to the Mosaic covenant that would be understood by his first century readers? A look at the Hebrew Old Testament, the Septuagint, and intertestamental texts suggests an affirmative answer in three ways. First, תורה ('law') in its legal sense sometimes has a referent broader than just commandments. Second, תורה shares significant overlap in usage with ברית ('covenant'), and both the broader referent for תורה and its overlap with ברית are mediated to Koine Greek by the Septuagint. Third, some intertestamental writings closely connect νόμος and διαθήκη ('covenant'). These factors combine to make it likely that Paul's readers would have been prepared to recognise the Mosaic covenant as the referent for νόμος in certain contexts.

2.1 תורה Sometimes Refers to Something More Than Just Commandments

תורה appears in the Hebrew Bible 220 times, with a variety of senses. Some uses of תורה carry a rather general moral sense that can be glossed as 'instruction' or 'teaching' (so the NRSV translates תורה in Prov. 1:8; 3:1; 4:2; 6:20, et al.). In later writings, תורה seems to refer occasionally to the Pentateuch as a whole (Neh. 8:2, 14; 10:34 [MT v. 35]).¹⁰ Most commonly, however, תורה refers to commands (e.g. Gen. 26:5; Exod. 16:28; Lev. 6:9,14,15 [MT vv. 2,7,18]; 26:24; Num. 5:29,30; Neh. 9:13; Ps. 105:45; Isa. 24:5; Ezek. 44:24) or to a body of commandments (e.g. Exod. 16:4; Deut. 4:8; Josh. 1:7; 22:5; 1 Kgs 2:3; 2 Kgs 17:13; 21:8; Neh. 8:14; Jer. 9:12 [MT v. 11]). This commanding or legal sense for תורה is prevalent in the Old Testament.

Interestingly, some of these legal uses of תורה refer to more than just commandments; they also include covenantal sanctions. For example, in Deuteronomy, the phrase 'words of this תורה' refers to

¹⁰ Peter Enns cites Neh. 10:34 as an example of a reference to the Pentateuch because the mention of the maintenance of the wood on the altar 'likely stems from Lev. 6:12-13 and not from Deuteronomy' ('Law of God', *NIDOTTE* 4: 895). The reference to the booths in Neh. 8:14 is also likely from Leviticus and not Deuteronomy because of the mention of the 'seventh month' (cf. Lev. 23:34).

both commandments and sanctions (occurring nine times in Deuteronomy, including 28:58; 29:29 [MT v. 28]; 31:24; and 32:46). Similarly, the phrase ‘Book of the תורה’ refers to the covenant document containing all the commandments and statutes that the Lord commanded the people to obey (e.g. Deut. 31:26; Josh. 1:8; 8:31; 24:26), along with particular sanctions (Deut. 28:61; 29:21 [MT v. 20]; Josh. 8:34; 2 Kgs 14:6). Even more explicitly, the book of Daniel says that there is a curse written in the Law of Moses (Dan. 9:11). These examples show that תורה can sometimes point to a legal referent broader than just commandments, one that includes other aspects of the Mosaic covenant.

This way of referring to the commands and sometimes the sanctions of the Mosaic covenant with תורה is mediated to Koine Greek by the Septuagint with the word νόμος. There are relatively few places (20 out of 220 occurrences) where the Septuagint prefers other terms besides νόμος as translations of תורה,¹¹ and νόμος appears relatively infrequently as a translation for terms other than תורה (legal terms such as הקח [‘statute’, Exod. 12:43; 13:10], and תד [‘edict’, Esth. 1:8,13,15,19]).¹² These slight differences do not affect the almost complete correspondence of νόμος to תורה in the Septuagint.¹³ Νόμος is clearly the translator’s preferred term for rendering תורה.¹⁴ As a result of this lexical correspondence, some of Paul’s uses of νόμος to

¹¹ Six times the LXX uses cognates of νόμος (νόμιμος [‘statute’] and δευτερονόμιον [‘second law’]). The other preferred substitutes for νόμος are ἐντολή (‘commandment’) and πρῶσταγμα (‘command’). A few times the LXX omits תורה altogether.

¹² Νόμος occurs some 220 times more in the LXX than תורה does in the MT, but that is mainly due to the presence of books in the LXX that are absent from the Hebrew canon (e.g. the word occurs 99 times in 1–4 Maccabees).

¹³ If anything, the LXX usage of νόμος sometimes emphasises the connotation of תורה in the OT that I am suggesting Paul had in mind in many texts, namely, a reference to a divinely given body or system of legal commands and sanctions. This kind of reference is perhaps present in the replacement of Hebrew plurals in the LXX by the singular νόμος (translating תורות in Exod. 16:28; 18:16,20; Lev. 26:46; and חקה [‘statute’] in Lev. 19:19,37). In cases like these, it could be that the LXX translators were applying more broadly the more comprehensive sense that תורה already had in other places (e.g., Exod. 13:9; 16:4).

¹⁴ Some have argued that νόμος was not the best way the LXX could have translated תורה because it introduces from Greek usage a stricter or harder legal tone not intended by the Hebrew authors. However, as briefly shown above, the legal elements of תורה are indeed prominent in the Hebrew Bible (see Westerholm, *Perspectives*: 335-40). Also, Moisés Silva notes that the use of νόμος in the LXX to cover a broad range of contexts ‘would have caused the sense of this word to expand toward greater congruence with the meaning of תורה’ (‘νόμος’, *NIDNTE* 3: 407).

refer to other elements of the Mosaic covenant besides just its statutes find a clear precursor in certain uses of תורה in the Old Testament.

2.2 Overlap between תורה and ברית

Not only can תורה refer to more than just the commandments included in the Mosaic covenant. It is also occasionally interchangeable with ברית, as seen in the following five examples. (1) Exodus 24:12 records that Moses was given the תורה on the mountain, whereas in Exodus 34:28 he is said to have written there the words of the ברית. (2) The ‘Book of the תורה’ and the ‘Book of the ברית’ refer to the same thing.¹⁵ (3) The ‘words of the ברית’ (2 Kgs 23:3; 2 Chr. 34:31) are the commandments, testimonies, and statutes included in ‘the words of the תורה’ (Deut. 28:58). (4) Both תורה and ברית can be ‘commanded’, ‘transgressed’, ‘kept’, ‘forsaken’, ‘forgotten’, and ‘remembered’.¹⁶ (5) In 1 Kings 8:21 it is said that the ark contained the ‘ברית the Lord made with our ancestors’ (cf. 2 Chr. 6:11). What was inside the ark? The tablets with the Ten Commandments (1 Kgs 8:9) – in other words, the תורה (Exod. 24:12).¹⁷

The lexical overlap between תורה and ברית corresponds to a historical and theological reality, namely that the stone tablets did not just contain a legal code. Instead, as Meredith Kline aptly summarises, ‘The revelation [the tablets] contain is nothing less than the epitome of the covenant granted by Yahweh, the sovereign Lord of heaven and

¹⁵ The term ‘Book of the תורה’ occurs nineteen times (alone [Deut. 28:61; 29:21 (MT v. 20)]; 30:10; 31:26; Josh. 1:8; 8:34; 2 Kgs 22:8,11; 2 Chr. 34:15; Neh. 8:3]; with ‘of Moses’ [Josh. 8:31; 23:6; 2 Kgs 14:6; Neh. 8:1]; with ‘of God’ [Josh. 24:26; Neh. 8:18]; and with ‘of the Lord’ [2 Chr. 17:9; 34:14; Neh. 9:3]). The term ‘Book of the ברית’ appears in Exod. 24:7; 2 Kgs 23:2,21; and 2 Chr. 34:30. Moreover, according to Deut. 29:21 [MT v. 20], the ‘curses of the ברית’ are written in the ‘Book of the תורה’.

¹⁶ For example: ‘Commanded’ (צוה with תורה: Deut. 33:4; Josh. 1:7; 2 Kgs 17:13; Neh. 8:14/with ברית: Deut. 4:13; Josh. 7:11; Ps. 111:9). ‘Transgressed’ (עבר with תורה: Isa. 24:5; Dan. 9:11/with ברית: Josh. 23:16; Judg. 2:20; Jer. 34:18). ‘Kept’ (שמר with תורה: 1 Chr. 22:12; 2 Chr. 14:4; Ps. 119:34,44,55, 136/with ברית: Gen. 17:9,10; Exod. 19:5; Ps. 103:18; 132:12). ‘Forsaken’ (עזב with תורה: Ps. 89:30 [MT v. 31]; 119:53; Prov. 28:4/with ברית: 1 Kgs 19:10,14; Jer. 22:9; Dan. 11:30). ‘Forgotten’ (שכח with תורה: Ps. 119:61,109,153; Hos. 4:6/with ברית: Deut. 4:23; 2 Kgs 17:38). ‘Remembered’ (זכר with תורה: Mal. 4:4 [MT 3:22]/with ברית: 1 Chr. 16:15). The ‘voice of the Lord’ can also be obeyed in relation to both (שמע קול with תורה: Deut. 30:10; Jer. 9:13; 32:23/with ברית: Exod. 19:5; Judg. 2:20; 2 Kgs 18:12).

¹⁷ I am indebted to T. David Gordon for this last example (‘Lexical Observations Regarding Paul’s Use of *Nomos*’ [unpublished paper]: 7).

earth, to his elect and redeemed servant, Israel.¹⁸ It should not be surprising, therefore, that a word used to refer to the legislation recorded on the stones may be used interchangeably with the word normally used to indicate the covenant administration of which those commands are a part.

The Septuagint translators mediated the overlap in the semantic domains of תורה and ברית to those of νόμος and διαθήκη with their consistent use of the latter pair to translate the former.¹⁹ As just noted, there is a tight correspondence between νόμος and תורה. Much the same holds true for the relationship between διαθήκη and ברית. Διαθήκη is used to translate ברית in the Septuagint 266 times out of 286 total appearances of the Hebrew word.²⁰ The Septuagint translators used διαθήκη so extensively probably because it reflected well the theological nuances of the Hebrew original.²¹ Whatever the case, the translators' consistent renderings of תורה and ברית using νόμος and διαθήκη respectively mean that the referents of the Greek terms are largely identical to the referents of the Hebrew terms, including the common referent 'Mosaic covenant'. Paul's later contrasting and interchanging of νόμος and διαθήκη in reference to the Mosaic

¹⁸ Meredith G. Kline, *The Structure of Biblical Authority* (2nd edn; Eugene, OR: Wipf & Stock, 1989): 118-19. In other words, the Decalogue is not just legislation: it is a covenant. In its form, it is highly reflective of suzerain treaties, not just legal codes. It includes a declaration of God's lordship and indications of a *modus operandi* (i.e., a specification of the conditions under which blessing and cursing are applied). Kline goes on to say, 'At the same time, the prominence of the stipulations, reflected in the fact that "the ten words" are the element used as *pars pro toto*, signalizes the centrality of law in this type of covenant' (*Structure*: 119).

¹⁹ It could be said that the translators slightly bolstered the relationship, rendering 'what is written in the Law, in the Book of Moses' as τὴν διαθήκην τοῦ νόμου κυρίου ('the covenant of the law of the Lord') in 2 Chr. 25:4, and translating תורה directly as διαθήκη in Dan. 9:13.

²⁰ In most cases where διαθήκη is not used to translate ברית it is simply omitted (Deut. 9:15; Josh. 6:6; 1 Sam. 4:3,4[x2], 5; 1 Kgs 8:6; 2 Kgs 17:15; Job 5:23; Dan. 11:22; 2 Chr. 16:3b; 23:1). In a few places the LXX omits the content of the MT altogether (1 Sam. 18:3; Jer. 33:20[x2],21,25). In a couple of places, ברית is translated by something else (1 Kgs 19:10; Ezek. 20:37). Interestingly, in 1 Kgs 11:11, ברית is translated as τὰς ἐντολάς, which is occasionally a translation for תורה (e.g., Deut. 17:19; 2 Chr. 12:1).

²¹ As John Hughes summarises, the LXX translators needed to 'find a legal term which designates a unilaterally enacted relationship which is defined by certain laws or stipulations, and which may result in certain benefits or blessings for the "inferior" party. The only suitable term was διαθήκη' (John J. Hughes, 'Hebrews 9:15 and Galatians 3:15ff: A Study in Covenant Practice and Procedure', *NovT* [1979]: 27-96, esp. 31).

administration has a clear precedent, therefore, in the occasional interchangeability of תורה and ברית in the Old Testament.

2.3 Νόμος and Διαθήκη in the Old Testament Apocrypha and the Pseudepigrapha

In intertestamental literature, νόμος continues to be used to denote divine commands that had to be obeyed as Israel's covenantal obligation. As in the case of the Old Testament, a close relationship between νόμος and the Mosaic covenant can be seen in various places. It is patent, for example, in Sirach. In some texts in Sirach, νόμος is parallel with διαθήκη (Sir. 24:23; 42:2,20; 45:5,17). The two words are very closely connected in Sirach 39:8 (ἐν νόμῳ διαθήκης κυρίου, 'in the law of the Lord's covenant'). So close is the relationship between νόμος and διαθήκη in Sirach 17:11-14 that, in commenting on this text, Francis Watson rightly says, 'as elsewhere in the Greek version of this text, "law" and "covenant" are closely related, *if not synonymous*'.²² Νόμος occurs in close parallel with διαθήκη again in Maccabees, such that 'law' and 'covenant' are inextricably intertwined, even identified the one with the other (e.g. 1 Macc. 1:57; 2:27,50 [cf. 64,67-68]). The same can be said of the use of these words in some Pseudepigraphal texts (e.g. *Pss. Sol.* 10:5; *Jub.* 21:4; 30:21). This link between διαθήκη and νόμος in Jewish texts extant in the first century suggests again that Paul could refer to the Mosaic covenant with the word νόμος and be understood by his readers, many of whom would have been familiar with the language of this body of literature.

3. Initial Indications for a Synecdochical Use of Νόμος in Paul

A sustained defence of taking νόμος as a synecdoche for the Mosaic covenant in Paul's writings would require testing it in numerous passages to see if their varied contexts support or resist this use. For the sake of simply establishing the possibility of this reading, I offer two initial indications in favour of it from Paul's writings. First, much like תורה, νόμος can refer to more than just the commandments of the

²² Francis Watson, *The Hermeneutics of Faith* (T&T Clark: London/New York, 2004): 9, emphasis mine.

Mosaic covenant. Second, like תורה and ברית, νόμος shares sufficient semantic overlap with διαθήκη so as to be used interchangeably with it.

3.1 Both Mosaic Stipulations and Sanctions Sometimes Included in Νόμος

As noted above, many scholars maintain that the predominant Pauline usage of νόμος is in reference to the Mosaic commands. *Mosaic* because νόμος is usually understood to have been given to Israel (compare Rom. 2:12b [ἀνόμος, ‘without the law’] with 12c [ἐν νόμῳ ‘under the law’]), to correspond to ethnic boundaries (1 Cor. 9:20-21; Eph. 2:15), and to be of temporary duration (the law ‘entered’ [Rom. 5:20], was ‘added’ [Gal. 3:19], and had a termination point [‘until’ in Gal. 3:19]). *Commands* because νόμος is something to be obeyed (Rom. 2:13,25; Gal. 3:10; 5:14; 6:13), disobedience of it results in sin and transgression (Rom. 2:12,23,25,27; cf. Gal. 3:19), the doing of it leads to justification (Rom. 2:13; Gal. 5:4 but cf. Rom. 3:20), and νόμος with ἔργα (‘works’) refers to deeds prescribed by the law that must be performed (Rom. 3:20, 28; Gal. 2:16; 3:2,5,10).

It is often understood, therefore, that Paul’s use of νόμος normally points to something narrower than the Pentateuch as a whole, having reference to what Stephen Westerholm calls ‘the legal parts’ of it – that which can be ‘done’ or ‘transgressed’.²³ But, as Westerholm recognises, these ‘legal parts’ often include the sanctions that accompany the commands in the Mosaic administration. Westerholm offers the following definition for Paul’s legal use of νόμος: ‘the sum of the commandments given to Israel through Moses on Mount Sinai, with the accompanying sanctions’.²⁴ He also says, ‘The Sinaitic legislation was accompanied by *promises and sanctions*, and Paul includes these when he speaks of the law.’²⁵ Westerholm is not the only scholar to define νόμος in terms not just of commandments, but also of sanctions. Francis Watson says, ‘The law is that divine address to humankind which not only commands and prohibits, but also *pronounces the divine verdict* on those who transgress.’²⁶ Mark Seifrid offers a similar definition:

²³ Westerholm, *Perspectives*: 299.

²⁴ Westerholm, *Perspectives*: 328 n.94, emphasis mine.

²⁵ Westerholm, *Perspectives*: 299, emphasis mine.

²⁶ Watson, *Hermeneutics*: 55, emphasis mine. In the passage quoted, Watson is speaking of a universal law he sees in Rom. 1–3. Still, his claim that the law judges

The law which was given through Moses to Israel announces the demands of God for life in the present, fallen world in written words, *which offer life and blessing on the condition of obedience, but death and curse for disobedience*. Those who know the law shall be judged by it.²⁷

Westerholm, Watson, and Seifrid's language in their definitions of νόμος reads like a summary of the Mosaic covenantal administration, particularly as it was expressed in passages like Deuteronomy 27–30. These authors do not classify this use as a synecdoche, nor do they go so far as to say the precise referent is the Mosaic covenant itself, but their definitions are suggestive of such a reading.

These three interpreters are correct in seeing that νόμος in Paul can also include references to covenantal blessing or curse. As for blessing, νόμος holds out the offer of 'life' to those who do it. Romans 10:5 and Galatians 3:12 both cite Leviticus 18:5 to the effect that life can result from the proper doing of the law.²⁸ According to Romans 2:13, the doing of the law results in justification which, in turn, leads to eternal life (cf. Rom. 5:21).²⁹ As for curse, Paul speaks about the sanctions meted out on those who do not render the obedience required by νόμος. In Galatians 3:10, those who do not do all the things written in the book of the law are 'under a curse'. Three verses later in Galatians 3:13, Paul attributes the curse explicitly to the law.³⁰ In Romans 7:5-12,

could be taken to indicate that law in Paul, even generally, is more than just a series of commands.

²⁷ Seifrid, *Righteousness*: 96, emphasis mine. Along similar lines, Seifrid says 'when Paul speaks of "the law" he has in view the commands given at Sinai, which cannot be detached from their authority to condemn without ceasing to be "law"' (Seifrid, *Righteousness*: 126 n.101). Seifrid's words are suggestive of seeing a broader covenantal referent for 'law'.

²⁸ 'Life' in Rom. 10:5 and Gal. 3:12 probably refers to eschatological/eternal life. For a defence of this reading, see Preston Sprinkle, *Law and Life: The Interpretation of Leviticus 18:5 in Early Judaism and Paul* (WUNT 2/241; Tübingen: Mohr Siebeck, 2008): 138-42.

²⁹ Along the same lines, Paul also speaks of the 'commandment that promised life' (Rom. 7:10). Νόμος and ἐντολή, while not being identical, are certainly synonymous in this context (being interchangeable in verses 7 and 9). Why the shift from the one to the other? Moo helpfully summarises a plausible explanation: 'Paul uses "commandment" instead of "law" (*nomos*; cf. v. 7) because he is referring to the single commandment he cited in v. 7, but the commandment represents the Mosaic law as a whole.' If anything, ἐντολή is narrower than νόμος, but, according to Paul, ἐντολή still includes the offer of blessing.

³⁰ Following Daniel Wallace's categories (*Greek Grammar Beyond the Basics: An Exegetical Syntax of the New Testament* [Grand Rapids: Zondervan, 1996]), the genitive in τῆς κατάρτας τοῦ νόμου ('the curse of the law') could be a partitive genitive (84-86) or a genitive of production (104-106). The partitive genitive would

the law/commandment becomes an instrument of death to the *ego*.³¹ Likely, νόμος results in death for the *ego* simply as a consequence of the application of the Mosaic curse sanctions in response to sin (see also Rom. 8:2b; 1 Cor. 15:56).

The inclusion of blessing and curse in these uses of νόμος seems to indicate that Paul had in mind in these passages elements of the Mosaic covenantal system through which God related to his people beyond just the commandments. A mere commandment or a series of commandments do not promise life. Instead, the life held out is a blessing promised in return for obedience in the context of the broader covenantal administration. Likewise, the curse inherent in νόμος cannot be the result of divine commandments being enslaving or death dealing in and of themselves; otherwise, divine commands could have no place in the new covenant.³² The curse pertains not to commands, but to the particular covenantal system in which they are found (cf. the ‘curses of the covenant’, Deut. 29:21).³³ It seems plausible, therefore, to take νόμος in these passages as a reference not just to the Mosaic legislation, but also more broadly to the Mosaic covenant, because it is the covenantal system that includes both commands and consequences for obedience or disobedience.

3.2 *Overlap between Νόμος and Διαθήκη*

In Galatians 3:15-18 and 4:21-24, νόμος and διαθήκη are set in very close relationship to one another, not unlike תורה and ברית in the Hebrew Scriptures and their Greek equivalents in the Septuagint and in

communicate the idea, loosely speaking, of possession, or that the curse is part of a larger whole, which is the law – that is to say, the Mosaic law/covenant includes a curse (the possessive genitive is also a possibility, although this category is usually limited to animate objects). The genitive of production is like the genitive of source, although it implies some activity on the part of the genitive noun. If this were a genitive of production, the idea would be that the law produces a curse. Either way, the law is conceived of as something broader than just commands.

³¹ See note 29 for a brief discussion of the relationship between νόμος and ἐντολή.

³² Even when Paul’s new covenant moral code takes a form almost identical to Mosaic commands (Rom. 13:8-10), the commands themselves are not enslaving. A different way to see this same point is to observe that Paul can observe the commands of the Mosaic legislation while not being subject to its curse (1 Cor. 9:20).

³³ These curses are written precisely in the ‘Book of the law’, coinciding with Paul’s citation in Gal. 3:10. For the co-referentiality of ‘Book of the law’ and ‘Book of the covenant’, see above.

intertestamental literature.³⁴ In fact, νόμος appears to be contrasted with διαθήκη in Galatians 3:15-18, and interchangeable with it in Galatians 4:21-24, lending credibility to the idea that νόμος could serve as a synecdoche for the Mosaic covenant in Paul's writings.

In Galatians 3:15-18, Paul says that the later coming νόμος does not annul the previously established covenant. By his use of the word διαθήκη, it is likely that Paul is concerned to locate νόμος in the Old Testament history of God's covenantal dealings with his people, perhaps accentuating the covenantal nature of νόμος itself. Jason Meyer notes that 'the fact that Paul uses *diathēkē* in a discussion that contrasts the law and the promise suggests that the relation between law and the promise is a covenantal question'.³⁵ At first glance, this text seems to address the relationship of νόμος to the Abrahamic covenant.

While this proposal is initially attractive, not everyone sees the covenantal question so clearly reflected in this passage. James Dunn, for example, thinks the emphasis in this paragraph is on *promise* and therefore contends that 'it would be a mistake to conclude that Paul had in mind the Abrahamic *covenant* as such. Rather, he sees the promise to Abraham as a kind of *will* or *testament*'.³⁶ Stanley Porter thinks that διαθήκη in Galatians 3:15 (and possibly in 3:17) 'falls clearly outside the bounds of the theological use of the concept of covenant, thus making it difficult to equate διαθήκη with "covenant" in Pauline usage'.³⁷ These and other interpreters would prefer to take διαθήκη in Galatians 3 in the sense of 'last will' or 'testament', finding its referent in the extra-biblical legal sphere of Paul's day.

The general tendency in Pauline scholarship is, however, toward rendering διαθήκη, in all of Paul's uses of the word, as 'covenant' in

³⁴ Rainbow speaks of the 'oscillation' between the words 'law' and 'covenant' in Gal. 3:15-18 and 4:21-31 (Rainbow, *The Way of Salvation*, 76). The words do seem to be interchangeable in Gal. 4, but it is probably better to say that in Gal. 3 'law' and 'covenant' are contrasted, and 'covenant' oscillates with 'promise'.

³⁵ Jason C. Meyer, *The End of the Law: Mosaic Covenant in Pauline Theology* (NAC Studies in Bible & Theology 6; Nashville, TN: B & H Academic, 2009): 137.

³⁶ James D. G. Dunn, 'Did Paul Have a Covenant Theology? Reflections on Romans 9.4 and 11.27' in *The Concept of Covenant in the Second Temple Period*, Stanley E. Porter and Jacqueline C. R. de Roo, ed. (Leiden/Boston: Brill, 2003): 287-307, esp. 291. Emphasis original.

³⁷ Stanley E. Porter, 'The Concept of Covenant in Paul' in *The Concept of Covenant in the Second Temple Period*, Stanley E. Porter and Jacqueline C. R. de Roo, ed. (Leiden/Boston: Brill, 2003): 269-285, esp. 279.

the sense of the word in the Old Testament. A full treatment of this question lies outside the scope of this article.³⁸ For the sake of the argument here, suffice it to say that the attempt to assign the referents ‘last will’ or ‘testament’ to διαθήκη is problematic, mainly because of the lack of an adequate extra-biblical example. Paul speaks of an irrevocable διαθήκη, but all wills designated with this word in extra-biblical writings could, in fact, be modified,³⁹ while extra-biblical practices consisting in irrevocable dispositions were never designated with the word διαθήκη.⁴⁰ At the same time, taking διαθήκη as a reference to a biblical covenant in both Galatians 3:15 and 17 has much to commend it. It is consistent with the use of διαθήκη in the rest of Paul, the rest of the New Testament, and in the Apostolic Fathers.⁴¹ It works well in Paul’s reference to ‘man-made’ covenants in Galatians 3:15 because, as Scott Hahn notes, there are at least twenty-five covenants between human parties designated by διαθήκη in the Septuagint, all of them clearly irrevocable.⁴² Moreover, it is consistent with the fact that Paul is arguing throughout the letter from biblical backgrounds, even from Old Testament covenantal structures.⁴³

³⁸ An effective response to Dunn and Porter is given by Scott Hahn, ‘Covenant, Oath, and Aqedah: Διαθήκη in Galatians 3:15-18’, *CBQ* 67 (2005).

³⁹ ‘It seems beyond cavil that neither Hellenistic, Egyptian nor Roman wills were irrevocable. All could be revoked at the pleasure of the testator. Therefore Paul cannot have used διαθήκη to mean “will” or “testament” in Gal. iii 15ff. for he expressly states that once a διαθήκη was ratified no one (including the testator) added to it or nullified it’ (Hughes, ‘Hebrews 9:15’, 89). Also, Scott Hahn says: ‘it is widely acknowledged that all known Greek, Roman, or Egyptian “testaments” could be annulled (ἀθετέω) or supplemented (διατάσσομαι) by the testator’ (Scott Hahn, ‘Covenant, Oath, and Aqedah: Διαθήκη in Galatians 3:15-18’, *CBQ* 67, 1 (January 2005): 82 n.15). If this is true, then legal practice would seem to directly contradict Paul if he uses διαθήκη to refer to a human ‘testament’. See also Burton, *Galatians*: 504; Longenecker, *Galatians*: 128-29.

⁴⁰ Ben Witherington, *Grace in Galatia: A Commentary on Paul’s Letter to the Galatians* (Edinburgh: T&T Clark, 1998): 242-43.

⁴¹ Hahn, ‘Covenant, Oath, and Aqedah’: 81. The one possible exception is Hebrews 9:17, although it can be effectively argued that even here the proper rendering is ‘covenant’ in the biblical sense. See Hughes, ‘Hebrews 9:15ff’: 28-66.

⁴² For a list of references, see Hahn, ‘Covenant, Oath, and Aqedah’: 83-84 n.28. Hughes also notes that even the ANE treaties on which some biblical covenants were patterned were also unalterable (‘Hebrews 9:15ff’: 76-77). A clear example of an unbreakable covenant between human parties is found in Joshua 9 where, even after discovering the deception on the part of the Gibeonites, Joshua and Israel cannot go back on their covenant commitment (cf. esp. Josh. 9:19).

⁴³ As Longenecker observes, ‘The introduction of διαθήκη (“covenant”) here at v. 15 has not been unprepared for. It is clear that Paul had the Abrahamic covenant in view

Διαθήκη is, therefore, better understood as referring to covenants in the biblical sense, both in verse 15 and in verse 17.

If this analysis of the referent of διαθήκη is accurate, then in Galatians 3:17 Paul is contrasting νόμος to a historical covenantal administration: the Abrahamic covenant. Supplying the referent 'Mosaic covenant' for νόμος would result in a smooth reading, casting the passage as an account of how two historical covenants relate to one another with regard to the promised inheritance. Paul could be understood as responding to confusion concerning the relationship between these two covenants, and his point would be simple: that the conditions of the promise covenant are not altered by the later arrival of the law covenant.

Another example of linguistic overlap between νόμος and διαθήκη is found in Galatians 4:21-31. As in Galatians 3, some think that Paul is not referring to biblical covenants in this passage. For example, J. L. Martyn argues that here Paul is not contrasting two covenants but two missions. Martyn reasons that Paul, according to his Pharisaical training, would have held to the existence of only one covenant; yet, for the sake of his argument, he temporarily created two 'covenants' in order to contrast his law-free mission to the Gentiles with the law-observant one of the Teachers.⁴⁴ But the supposition that Paul must have held to the existence of only one covenant in salvation history is unnecessary. The Apostle diverged from his Pharisaical background in many ways after his Damascus Road experience, and one should not be surprised if his covenant theology differs from that of Jewish tradition. Evidence from Paul's letters indicates that this is precisely the case: Paul speaks of historical 'covenants' in the plural (Rom. 9:4; Eph. 2:12); he explicitly contrasts the 'new' and 'old' covenants (2 Cor. 3:6,14); and, if the argument presented above regarding Galatians 3:15-18 is correct, Paul can certainly contrast promise and law as different covenantal principles, even casting the relationship as a contrast between two different covenants: the Abrahamic and the Mosaic.⁴⁵

from v. 6 on, even though he did not use the term itself' (Longenecker, *Galatians*: 128).

⁴⁴ J. Louis Martyn, *Galatians: A New Translation with Introduction and Commentary* (AB 33A, New York: Doubleday, 1998): 455; 'The Covenants of Hagar and Sarah: Two Covenants and Two Gentile Missions' in *Theological Issues in the Letters of Paul* (Edinburgh: T&T Clark, 1997): 203.

⁴⁵ In Gal. 4:24, διαθήκη explicitly refers to a law covenant (implicitly to a promise covenant), while in Gal. 3:15-18 it explicitly refers to a promise covenant.

Many commentators posit two discrete covenants in Galatians 4:21-31 and, while they debate regarding the identity of the second (Abrahamic or new), they agree that the first covenant is the Mosaic. If this is correct, then Paul discourages his readers from coming under the law by equating νόμος to the Mosaic covenant (νόμος in v. 21; διαθήκη/ὄρους Σινᾶ [‘covenant’/‘Mount Sinai’] in v. 24). This equation is implicit, but still perceivable in three ways. (1) Paul says in 4:1-7 that νόμος produces slaves, then in 4:24 he says that the Sinai διαθήκη produces slaves. (2) The inheritance does not come by νόμος (3:18), nor does it come via the Sinai διαθήκη (4:24, 30). (3) The problem both with νόμος and the Sinai διαθήκη is that they operate on the principle κατὰ σάρκα – according to human effort (compare 3:3 with 4:23). This equation suggests that, in Paul’s mind, coming under the law means submitting to the conditions of the Sinai covenant.

According to this reading, Paul is contrasting two covenant administrations, and encouraging his readers not to locate themselves in one of them, namely, the Sinai covenant. To be ‘under law’ seems to mean to be subject to the conditions of this covenant. If this is so, it is plausible again here to take νόμος as a synecdoche for the Mosaic covenant.⁴⁶

4. The Choice of Νόμος over διαθήκη in Paul’s Discourse

As noted above, Paul’s use of νόμος to refer to the Mosaic covenant would not be without its precursors, being similar to some occurrences of the word in the Old Testament/Septuagint and in intertestamental texts. Still, this suggested usage is unique in at least two ways. First, if Paul refers to the Mosaic covenant with νόμος somewhat regularly,

Commenting on Gal. 3:15-17, Martyn says ‘in Galatians 3 Paul nowhere refers to the Sinai *covenant*; nor does he even hint that there might be two covenants’ (*Galatians*: 455). But it seems Martyn commits the fallacy of confusing words and concepts – that is to say, the fact that Paul does not use the word διαθήκη in Gal. 3 to refer to the Mosaic covenant does not mean he does not have the covenant concept in mind. On the confusion of words and concepts, see James Barr, *The Semantics of Biblical Language* (Oxford: OUP, 1961): 206-62.

⁴⁶ For an extended consideration of these passages and others where νόμος could be a synecdoche for the Mosaic covenant, see Matthew B. Leighton, ‘Law and Covenant: Paul’s Use of νόμος as a Synecdoche for the Mosaic Covenant’ (Th.D. dissertation, Universidad Pontificia de Salamanca, 2015).

νόμος ends up being his primary word to designate that covenant, instead of the expected διαθήκη (which occurs with this sense only twice: explicitly in 2 Cor. 3:14; implicitly in Gal. 4:24). This is at variance with the Septuagint and intertestamental literature. Second, Paul seems to use the distinct expression ὑπὸ νόμον – perhaps instead of ὑπὸ διαθήκην – to speak of submission to the conditions of the Mosaic covenant.⁴⁷ Some account must be given for Paul’s peculiar form of expression.

It could be that Paul’s variance from previous usage is due to semantic change. Semantic change occurs when cultural or contextual realities require new forms of expression within a language. Often new words are not created to speak about these new realities, but instead old words have their meanings altered. Sometimes these new meanings exist side by side with old ones; sometimes they supplant them altogether.⁴⁸ New lexical constructions (collocations) may be created with existing vocabulary to make clear their meaning. Koine Greek is no exception to this rule. In fact, semantic change is a common phenomenon in the NT lexical stock. Moisés Silva explains that some of the characteristic lexical senses found in the NT are a result of semantic change.⁴⁹ He lists a number of words that shifted in meaning over time from one sense to another contiguous sense, including ἄρτος (from ‘bread’ to ‘food’), κῶλον (from ‘limb’ to ‘corpse’), and πούς (from ‘foot’ to ‘leg’). All these examples are synecdoches, like the sense for νόμος suggested here. Another biblical example of semantic change – one closely connected to the present argument – is the trajectory seen in the Hebrew Bible by which the word תורה comes to

⁴⁷ After surveying the LXX and Jewish texts in both Greek and Hebrew, Joel Marcus concludes ‘Ἐπὶ νόμον is thus a Pauline expression which, although referring to an aspect of Jewish existence, has no exact equivalent in Jewish texts known to us.’ Marcus notes that there are two parallels in non-Jewish texts, but observes that they are ‘more-or-less fortuitous’. See Joel Marcus, ‘“Under the Law”: The Background of a Pauline Expression’, *CBQ* 63.1 (2001): 72-83, esp. 72-3.

⁴⁸ Examples of semantic change (in many languages) abound in Stephen Ullmann, *Semantics: An Introduction to The Science of Meaning* (Oxford: Blackwell, 1962): 193-235. See also Caird, *The Language and Imagery of the Bible*: 62-84.

⁴⁹ Moisés Silva, *Biblical Words and Their Meaning: An Introduction to Lexical Semantics* (rev. ed.; Grand Rapids: Zondervan, 1994): 83-84. This semantic change can also be called *metonymic transfer*, defined as what occurs when a particular figure is adopted and becomes institutionalised in a speaking community. The term *metonymic transfer* is used by, *inter alios*, Peter Cotterell and Max Turner, *Linguistics and Biblical Interpretation* (London: SPCK, 1989): 139.

stand alone as a reference to the Pentateuch (Neh. 8:2,14).⁵⁰ This is an example of the formation of a synecdoche where the part (specific commands) comes to stand for the whole (the document that contains them).⁵¹ The clear presence of such phenomena in the vocabulary of the Scriptures lends credibility to the suggestion that some semantic change is reflected in Paul's use of νόμος, accounting for it substituting διαθήκη and the expression ὑπὸ νόμον.

What probably drives Paul's special use of νόμος is a particular necessity in his teaching, specifically in the polemic with his opponents. It is likely that what most stands out in Paul's mind about the Mosaic covenantal administration – at least in debate over the question of justification – is its legal element. While it is true that Paul can use διαθήκη to indicate the Mosaic covenant, the sense of διαθήκη is less specific (Paul uses the adjective παλαιός ['old'] to specify it in 2 Cor. 3:14). Διαθήκη may also be associated with ideas of grace and promise, depending on the context (for example, the Abrahamic διαθήκη in Galatians 3:15-18).⁵² Paul likely uses νόμος instead of διαθήκη to refer to the Mosaic covenant because it is a more specific term, one that includes the connotations of obligation and conditionality he is concerned to emphasise in particular contexts.

This explanation is plausible because the legal elements of the Mosaic administration are evident in the Hebrew Bible. This is not to negate the presence of God's gracious dealings in the Mosaic period. The presence of manifestations of grace, however, does not alter the fact that commands, the obligation to obey, and the consequences for not fulfilling the stipulated conditions are predominant in the narrative of God's covenant dealings with his people from Sinai onward. For example, (1), in Exodus 34:28 the Ten Commandments are the 'words

⁵⁰ Silva suggests that this trajectory of semantic change is evident in the LXX, citing the example of the use of the phrase 'the Law and the Prophets' in 2 Macc. 16:9 and other places (Silva, 'νόμος': 407).

⁵¹ Paul brings this use over (Rom. 3:21b; 1 Cor. 9:8-9; 14:34; Gal. 4:21b) and perhaps extends it by using νόμος to refer to the whole of the Hebrew canon (Rom. 3:19; 1 Cor. 14:21).

⁵² In Gal. 3:15-18, the contrast between νόμος and διαθήκη is not the contrast between 'law' and 'covenant' but between two different kinds of covenants. De Lacey says 'the *promise to Abraham* is of more significance to Paul than the *covenant with him*' (De Lacey, 'The Sabbath/Sunday Question': 165). De Lacey is right that the contrast is between law and promise, but perhaps it is more correct to say that Paul is contrasting a covenant of law and a covenant of promise, rather than separating covenant and promise.

of the covenant', and in Deuteronomy 4:13 the Ten Commandments are the covenant to be performed (and even these express conditionality, cf. Exod. 20:5-7,12).⁵³ (2) Sustained lists of covenantal blessings and curses as consequences of obedience or disobedience are found in Leviticus 26:1-46 and Deuteronomy 27-30. (3) An emphasis on the application of the curse sanctions is present in the Deuteronomistic History, especially manifest in the exile (2 Kgs 22:16-17; cf. Ezra 9:10-15). (4) The prophetic tradition frequently recalls the obligations from the Mosaic covenant and consequences for not fulfilling them (e.g. Jer. 11:1-20; Ezek. 18-20; Dan. 9:1-15; Hos. 8:1). (5) Some deuterocanonical writers took the view that the exile was indeed punishment for having transgressed the covenant (e.g., Tob. 3:3-4; Jdt. 5:17-19; 8:18-20; Bar. 4:12-13). For Paul to use νόμος as a synecdoche for the Mosaic covenant is comprehensible if he is concerned primarily with these elements that are, in fact, prominent in the Old Testament text's description of that covenant.

If this suggestion is correct, there is a certain overlap between νόμος and διαθήκη in Paul's lexical stock. Both words could 'fit' in some of his sentences, that is to say, grammatically or logically, they could be used in different places in Paul's text and either one would make sense (e.g. Gal. 3:15-18; 4:21-24). They are synonymous in at least one of their potential meanings or, perhaps it is better to say, they are co-referential because what they share in common is, properly speaking, a referent.⁵⁴ However, very rarely (if at all) do synonyms or co-referential words call up the exact same connotations or characteristics of the referent in question.⁵⁵ Paul almost certainly uses one word and not the other for semantic purposes, not just for stylistic variation.⁵⁶ One of the words communicated better Paul's meaning, motivating the choice of the one over the other. Paul probably uses νόμος instead of διαθήκη because it more readily calls to mind the commandments of the Mosaic covenant and the attached consequences for obedience or

⁵³ Furthermore, as noted above, both תורה and ברית are said to be 'commanded'.

⁵⁴ Cotterell and Turner, *Linguistics*: 160-61. Co-referentiality applies to words that do not carry the same sense but merely apply to the same referent.

⁵⁵ Silva, *Biblical Words*: 121-22. Here I am using the term 'connotation' to indicate associations made with a particular word.

⁵⁶ For a discussion of the distinction between semantic motivation and stylistic concerns in lexical studies, see Silva, *Biblical Words*: 114-17, 163-69.

disobedience, these being the diagnostic components that distinguish this covenant from the Abrahamic and the new covenants.⁵⁷

5. Conclusion

The considerations in this article indicate that Paul could have employed νόμος as a synecdoche for the Mosaic covenant. In the Hebrew Old Testament, Septuagint, and intertestamental writings there were precedents for such a use. Some of Paul's legal uses of the word often refer to something else besides just Mosaic commandments. Twice Paul uses the words νόμος and διαθήκη interchangeably. Contextual motivations offer a reasonable explanation as to why Paul would prefer νόμος over διαθήκη in his polemical discourse.

This proposal has some potentially significant ramifications for Pauline exegesis. Although exploring these in detail is beyond the scope of this article, it might be helpful to briefly mention three examples of how taking νόμος as a reference to the Mosaic covenant could influence the interpretation of Paul's letters: (1) Some have concluded from the fact that διαθήκη appears only a total of nine times in the Pauline corpus that the apostle is not very interested in the history of God's covenantal dealings with his people.⁵⁸ However, the sparse use of διαθήκη does not necessarily indicate a lack of interest in covenant because Paul can use other terminology to speak about it.⁵⁹ If Paul sometimes uses νόμος to refer to the Mosaic covenant, then perhaps a number of other passages besides those in which he uses διαθήκη should be taken into consideration in examining his theology of covenant. (2) If by the term 'under the law' Paul means 'under the Mosaic covenant', that would account nicely for why living under the law results in being under a curse (Gal. 4:21 with 3:10). Those who choose to live under the law do not merely choose to observe Mosaic commandments (like Paul himself could on occasion), but instead

⁵⁷ So Gordon; 'Abraham and Sinai Contrasted': 249-50; see also Moo, 'Legalism': 82-84.

⁵⁸ See Dunn, 'Did Paul Have a Covenant Theology?' and Porter, 'The Concept of Covenant in Paul'.

⁵⁹ So N. T. Wright, *Paul: Fresh Perspectives* (Minneapolis: Fortress, 2005): 26. See also W. C. Van Unnik, 'La conception paulienne de la nouvelle alliance' in *Sparsa Collecta Part I: The Collected Essays of W. C. Van Unnik* (NovTSup 29 Pt. 1; Leiden: E. J. Brill, 1973): 174-93.

submit themselves to a covenantal system that included in its sanctions a curse meted out in response to insufficient obedience to its stipulations. (3) As relates to Paul's declaration that justification is not by the law (Gal. 3:11), if νόμος here refers to the Mosaic covenant, we could understand Paul to be criticising his opponents at this point not for focusing narrowly on certain ethnic aspects of the law, nor for improperly interpreting it as legalistic, but instead for wrongly applying the inherently legal or conditional aspect of the Mosaic covenant to eschatological acceptance with God ('The one who does them shall live by them' – Gal. 3:12 [ESV]). According to this construal, Paul thinks his opponents rightly understand the conditional nature of the Mosaic covenant, but they wrongly seek to apply it to justification before God and the reward of eternal life (it applied originally to temporal blessing and life in the land). The fundamental problem with pursuing justification via the law is sinful human beings' inability to properly fulfil its conditions (Gal. 3:10).