

Westminster Seminary California  
**On Covenant of Works and Natural Law**

Submitted to Dr. Michael S. Horton

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Covenant of works, one of the commonly embraced doctrines in the history of Reformed churches, has endured perennial misconceptions, prejudices and objections even among the Reformed.<sup>1</sup> Though its legitimacy has been recovered in recent years, there are still many controversies on the particulars. One of the issues debated over years is that whether the covenant of works is intrinsically embedded in man's nature or superadded to it. The answer to this question has decisive effects on various doctrines. The proposed thesis of this paper is: covenant of works is intrinsically embedded to man's nature in creation.

***A Reformed novelty?***

This position is nothing new to the Reformed tradition. Robert Rollock indicates that the covenant of works is found in *nature*, and its ground is “the nature of man in the first creation holy and perfect.”<sup>2</sup> As Letham mentions, Franciscus Junius defines the order of creation as *covenantal*.<sup>3</sup> Francis Turretin says that this covenant is called *natural*,

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<sup>1</sup> The rejection has started as early as the second half of the seventeenth century. See Geerhardus Vos, “Doctrine of the Covenant in Reformed Theology,” in *Redemptive History and Biblical Interpretation: The Shorter Writings of Geerhardus Vos*, ed. Richard B. Gaffin Jr (Phillipsburg, N.J: P & R Publishing, 2001), 237.

<sup>2</sup> Robert Rollock, *Select Works of Robert Rollock*, vol. 1 (Edinburgh: Wodrow Society, 1849), 34.

<sup>3</sup> Robert Letham, “The *Foedus Operum*: Some Factors,” *The Sixteenth Century Journal* XIV, no. 4 (1983): 459.

“because it is founded on the nature of man (as it was at first created by God).”<sup>4</sup> Wilhelmus à Brakel clearly states that God created man in the covenant relationship, even more explicitly that “Adam did not enter into the covenant of works subsequent to his creation, but was created in this covenant, being in this covenant from the very first moment of his existence.”<sup>5</sup> Meredith Kline, Michael Horton and David VanDrunen are among the contemporary Reformed theologians who inherit this line of understanding.<sup>6</sup> However, such understanding is not without objections. Robert Shaw, for example, asserts that Adam was originally placed under the law “in a natural form”, only with obligation to obedience but no promise; and subsequently brought under the law “in a covenant form”.<sup>7</sup> Geerhardus Vos distinguishes “the natural bond” between God and man and the covenant of works.<sup>8</sup> Cornelis Venema, Mark Beach and Patrick Ramsey are among those who follow this line.<sup>9</sup>

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<sup>4</sup> Francis Turretin, *Institutes of Elenctic Theology*, ed. Jr James T. Dennison, trans. George Musgrave Giger, vol. 1 (Phillipsburg, N.J: P & R Publishing, 1992), 575 Eighth Topic Q.III.V.

<sup>5</sup> Wilhelmus à Brakel, *The Christian’s Reasonable Service*, vol. 1 (Soli Deo Gloria Publications, 1992), 375, 384.

<sup>6</sup> Meredith G. Kline, *Kingdom Prologue: Genesis Foundations for a Covenantal Worldview* (Eugene: Wipf & Stock Pub, 2006), 92; Michael S. Horton, *Lord and Servant: A Covenant Christology* (Louisville: Westminster John Knox Press, 2005), 93; David VanDrunen, *Divine Covenants and Moral Order: A Biblical Theology of Natural Law* (Grand Rapids: Eerdmans, 2014), 83–86; David VanDrunen, “Natural Law and The Works Principles Under Adam and Moses,” in *The Law Is Not of Faith: Essays on Works and Grace in the Mosaic Covenant*, ed. Bryan D. Estelle, J. V. Fesko, and David VanDrunen (Phillipsburg, N.J: P & R Publishing, 2009), 286–91; Cornelius Van Til, “Nature and Scripture,” in *The Infallible Word: A Symposium by the Members of the Faculty of Westminster Theological Seminary*, ed. N. B. Stonehouse and Paul Woolley (Phillipsburg, N.J.: P & R Publishing, 2002), 259.

<sup>7</sup> Robert Shaw, *The Reformed Faith: An Exposition of the Confession of Faith of the Westminster Assembly of Divines*, 8th Edition (Blackie and Son, 1857), 192–93.

<sup>8</sup> Vos, “Doctrine of the Covenant in Reformed Theology,” 244.

<sup>9</sup> For their objections, see Cornelis P. Venema, “The Mosaic Covenant: A ‘Republication’ of the Covenant of Works?,” *Mid-America Journal of Theology* 21 (2010): 94–95; Mark

Despite of the diversity of opinions on this issue, it is universally consent that the covenant of works is an agreement between God and Adam who represents the whole human race, where God gives him promises, both positive and negative, upon a certain condition or law. To break it down, the covenant of works between the God and man is composed two elements: first, the condition or stipulation or law of the covenant; second, the promises of the covenant, including rewards and penalties. Therefore, the working assumption of this paper is that the occurrence of these elements necessarily infers the existence of a covenant of works.

### *Nature or will*

In general, Reformed theologians always found the existence of covenant of works upon not any contingent act of volition, but the nature of the parities. À Brakel indicates that “the nature of God as well as the nature of Adam requires that Adam has a law.” And the “knowledge of and conformity to the law” were embedded in man’s nature.<sup>10</sup> Witsius focuses on the nature of God to prove the existence of the covenant of works:

[F]rom the very consideration of the divine perfections, it may be fairly deduced, that he has prescribed a certain law to man, as the condition of enjoying happiness, which consists in the fruition of God; enforced with the threatening of a curse against the rebel. In which we have just now said, that *the whole of the covenant consisted* [emphasis added].<sup>11</sup>

Notice that it is the whole covenant consisted of the law, the reward and threat that may be deduced from God’s nature. Witsius later clearly states that the covenant of works is

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Beach, *Christ and the Covenant: Francis Turretin’s Federal Theology as a Defense of the Doctrine of Grace* (Vandenhoeck & Ruprecht, 2007), 109; D Patrick Ramsey, “In Defense of Moses: A Confessional Critique of Kline and Karlberg,” *The Westminster Theological Journal* 66, no. 2 (2004): 395.

<sup>10</sup> àBrakel, *The Christian’s Reasonable Service*, 1992, 1:357–58.

<sup>11</sup> Herman Witsius, *The Economy of the Covenants Between God and Man*, vol. 1 (Grand Rapids: Reformation Heritage Books, 2010), 46.

“founded upon, and coeval with *nature*.”<sup>12</sup> Defending the existence of the covenant of work against the Remonstrants, Turretin grounds the existence of this covenant on the nature of the parties: “because good in his own nature, ...[God] would not only give a law for direction, but also hold forth a reward to him for keeping it.” Then he turns to the nature of man, “because upright, [man] could keep the inscribed law,” and “since he was created after the image of divine holiness, he ought to have been led to *a communion of that happiness* [emphasis added] also which is the inseparable attendant of holiness.”<sup>13</sup> Reformed theologians seek to prove the existence of covenant of works as a whole, consisted of both the law and the promises, not on the volitional act of God which takes place *contingently*, but on the nature of God which eternally exists and on the nature of man when it was at first created *necessarily*. Now, it is time to examine each element of the covenant.

### ***The Law of the covenant***

Firstly, the law of the covenant of works is embedded in man’s nature. Since the law is in harmony to God’s nature, “it would be contradictory for God to let his image-bearer exist without a law.”<sup>14</sup> The law is inscribed in man from the first moment of his existence. Thus, this law is natural to him. But the question is: what is this law of the covenant? Reformed theologians consistently identify this natural law only with the moral law or Decalogue. Ursinus in his *Large Catechism* identifies the Decalogue as the law of the

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<sup>12</sup> Witsius, *The Economy of the Covenants*, 1:50.

<sup>13</sup> Turretin, *Institutes*, 1:575 Eighth Topic Q.III.VI.

<sup>14</sup> Wilhelmus àBrakel, *The Christian’s Reasonable Service*, vol. 1 (Soli Deo Gloria Publications, 1992), 357.

covenant in creation (Q.10, 36).<sup>15</sup> Rollock also indicates that the moral law is “the singular heads of the covenant’s condition”.<sup>16</sup> Later, theologians, such as Turretin and Witsius, talk about the law of this covenant in two-fold: one is the natural law, implanted in creation, the content of which is identical to the Decalogue; the other is a symbolic law, that is the command concerning to tree of knowledge of good and evil.<sup>17</sup> The probationary command is now called a *law* of the covenant of works. This inclusion brings a problem. Since the particular command concerning the tree of knowledge becomes part of the condition of the covenant of works, it should be regarded as part of the ground upon which the covenant was established. Thus not until this command is revealed to man, could the covenant of works exist. Following this thread of thought, it is not surprising that the inauguration time of the covenant of works is displaced from the point when the moral law was implanted in the creation of man to the point when that probationary command was given in Gen 2:16-17. Hence, a logical and temporal detachment is formulated between creation of *imago Dei* and the establishment of God-man covenantal relationship. Covenant of works becomes something extra superadded to the nature when the command was declared. Robert Shaw asserts that “God entered into a covenant with Adam in his state of innocence, appears from Gen. ii.16, 17.”<sup>18</sup> Mark

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<sup>15</sup> Zacharias Ursinus, “Large Catechism,” in *An Introduction to the Heidelberg Catechism: Sources, History, and Theology*, trans. Lyle D. Bierma (Grand Rapids: Baker Academic, 2005).

<sup>16</sup> Robert Rollock, *Some Questions and Answers about God’s Covenant and the Sacrament That Is a Seal of God’s Covenant: With Related Texts*, ed. Aaron Clay Denlinger (Eugene, Oregon: Pickwick Publications, 2016), 24–25 Q.17.

<sup>17</sup> Turretin, *Institutes*, 1:577 Eighth Topic Q.III.XII; Witsius, *The Economy of the Covenants*, 1:p.60.

<sup>18</sup> Shaw, *The Reformed Faith*, 85. Lane Tipton holds the same view. His first lecture *Covenant and Nature: Paul’s Eschatology of the Natural in 1 Corinthians 15:45* at Reformed Forum’s Austin Theology Conference on April 30, 2016, he explicitly uses

Beach stresses this point of view that it is the *extra-creational* Edenic commands regarding the trees in the Garden “that establishes the covenant relationship.”<sup>19</sup> In addition, since this symbolic law did not reappear in history, the whole covenant of works could not be repeated but broken and abrogated.

However, such view does not take serious consideration of other Reformed theologians’ formulation. Interestingly, most theologians do not seek the covenant of works in Gen 2:16-17, rather, they go to passages such as Lev 18:5 or Rom 10:5. In his *Questions and Answers about God’s Covenant*, Rollock defines the covenant of works in Q.3, not using Gen 2, but Lev 18:5, Rom 10:5, Gal 3:12, that is, “do this and you shall live.”<sup>20</sup> Thus, the law of the covenant of works is understood only as the moral law. Rollock explicitly indicates elsewhere that “[d]o this of your own strength, that so ye may live is the very sum of the covenant of works.”<sup>21</sup> Right after the definition of the covenant of works, in Q.4-5 he does mention Gen 2:17, but not as the law and condition that constitutes the covenant of works, but as a threat *added* to it.<sup>22</sup> Now the question is which one is the starting point of the covenant of works? Q.15 asks: when was the covenant of works established? The answer is: “It was established with man in his first creation. Gen 1:27ff.;

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Gen 2:16-17 to support this view. The audio record of the lecture is published on the website of Westminster Theological Seminary Philadelphia:  
<http://faculty.wts.edu/lectures/covenant-and-nature-pauls-eschatology-of-the-natural-in-1-corinthians-1545/>

<sup>19</sup> Beach, *Christ and the Covenant*, 111. He repeats several times that the commands are “something extra” to creation, therefore the covenant must be something extra.

<sup>20</sup> Rollock, *Some Questions and Answers about God’s Covenant*, 21–22 Q.3. Richard Sibbes uses Lev. 18:5 to articulate that the first covenant was “do this and live,” without mentioning Gen 2:16-17. Richard Sibbes, *The Complete Works of Richard Sibbes*, ed. Alexander Balloch Grosart, vol. 2 (Edinburgh; London; Dublin: James Nichol; James Nisbet; W. Robertson, 1862), 339.

<sup>21</sup> Rollock, *Select Works*, 1:36.

<sup>22</sup> Rollock, *Some Questions and Answers about God’s Covenant*, 22 Q.4-5.

Gen 2:15ff.”<sup>23</sup> Interestingly, for Rollock, there is something added in Gen 2:17, but it is not the covenant of works added to creation but a probationary threat added to the established covenant.

The same formulation is also found in à Brakel. Though recognizing the prohibition pertaining to the tree of knowledge, à Brakel identifies the law of the covenant of works with the “Law of the Ten Commandments.” “[I]n addition to the law of nature”, a special command was given to Adam “in His sovereignty He *could or could not* have given [emphasis added].”<sup>24</sup> This command is contingent, but the law of the covenant of works is necessary, being “embedded in Adam’s nature.”<sup>25</sup> Thus, the command cannot be the ground of the covenant of works, for the covenant is founded upon the nature of God and the nature of man. Every man knows by nature that there is a God whom he should obey. But the command concerning the tree of knowledge is not embedded in man’s consciousness. The covenantal solidarity of human race is found not in the probationary verbal command to Adam but in the natural law written in man’s nature. So also the covenant of works itself should be found in man’s nature.

Before the probationary command was given, there had been already a covenantal relationship between God and man. In fact, the probation would be unintelligible if there were no such covenant. It depends on the covenant, but not the other way around. It reveals the existence of the covenant of works between God and man, but not inaugurates it. After he grounds the existence of covenant of works on the nature of God and man, Turretin indicates that “a law was imposed upon Adam, which necessarily implies a

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<sup>23</sup> Rollock, *Some Questions and Answers about God’s Covenant*, 24.

<sup>24</sup> àBrakel, *The Christian’s Reasonable Service*, 1992, 1:359.

<sup>25</sup> àBrakel, *The Christian’s Reasonable Service*, 1992, 1:358.

federal agreement and contract.”<sup>26</sup> Man is in a covenant of works with God, that is, he is to obey God, do whatever God commands him to do so that he shall live, and on the other hand, he is bound to be punished if he disobeys. But how can one know that this covenantal relation between God and man exists? The probationary command is the evidence, for if there were no covenant already established, there would be no probation. Though Turretin uses the terms like “natural law” and “symbolic law”, he emphasizes that the former is “principal and primary” and the latter is “only secondary,” because “most especially was obedience to the natural law required of him.”<sup>27</sup> He never grounds the covenant of works on the probationary command, but always on the nature of the parties.

In sum, the covenant of works is founded on the natural law written in man’s nature, not on the probationary command, or sometimes called symbolic law. Reformed theologians seek the covenant from Gen 1:27, not Gen 2:17. The probationary command is not the inauguration of the covenant, but added to show the existence of such covenantal consciousness embedded in man’s heart, that is, if he does good he will be rewarded; if he does evil, he will be punished. Now, this leads to the discussion of the promise of the covenant.

### ***The promise of the covenant***

Those who detach the creation and covenant of works often separate the natural law and the covenant of works. The natural law speaks of a natural or creational obligation, which does not contain any promise of reward. In order to highlight “gracious” voluntary

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<sup>26</sup> Turretin, *Institutes*, 1:575 Eighth Topic Q.III.VII.

<sup>27</sup> Turretin, *Institutes*, 1:577 Eighth Topic Q.III.XII.

condescension, Shaw insists that before Gen 2:16-17 the law in the natural form does not have promise of life, but as merely directing and obliging him to perfect obedience.<sup>28</sup>

God might, therefore, if he had pleased, demanded all possible obedience of man, without making any promise securing his establishment in a state of innocence and enjoyment, and his advancement to a state of still higher felicity, as the reward of his obedience. And though man had gone through a long course of obedience, without a single failure, he could not have laid his Creator under any obligation to him, or been entitled to any recompense.<sup>29</sup>

The concern is a pious one. As Venema expresses, God is not under any obligation by nature to promise any reward to a creature based on his obedience. Due to the infinite disproportion between Creator and creature, the obedience of Adam could never obtain any reward by nature.<sup>30</sup> Beach states explicitly his view, “[t]he natural obligation of obedience that humans owe God is not itself a covenant relationship, for that Creator-creature relationship *per se* does not include any sort of promised blessings; there is no promised outcome or *telos* to this relationship.”<sup>31</sup> It is true that God is not obligated to make promises to any, and man has a natural obligation to obey God as a creature. But such statement is a hypothetical concession for the sake of the argument for God’s absolute freedom. It is one thing to say God *could have not given* any promise of reward in the Creator-creature relationship, it is quite another to say God did not give any promise *de facto*. It seems that they color the creational relation somewhat unreasonably cold. Man is obligated to obey without any promise of reward, but under the forcible sanction. But the reward and sanction are the two sides of the same coin. They cannot

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<sup>28</sup> Shaw, *The Reformed Faith*, 193. He does use the term “gracious” to describe the condescension, see 84.

<sup>29</sup> Shaw, *The Reformed Faith*, 84.

<sup>30</sup> Venema, “The Mosaic Covenant,” 95–96.

<sup>31</sup> Beach, *Christ and the Covenant*, 109–10.

separate. To enforce only the sanction without the promise reward is to portray God as an unreasonable tyrant who only requires from his subjects but grants no benefits. This dichotomy between creational and covenantal relationships makes the creation of man hopeless. Man in his creational state is stuck in an endless loop without any eschatological outcome. To think of a God who creates man into a creational relationship without *telos* for man is such a cruel and torturing conception. It does not in reality portray a benevolent God.

On the contrary to this view, most Reformed theologians affirm that the promises of the covenant, including reward and sanction, are embedded in man's nature. À Brakel states that every man "acknowledges that he shall be rewarded if he obeys and be punished if he disobeys [.]"<sup>32</sup> Turretin talks about the natural obligation and federal obligation, but he also indicates that the covenant is demanded by man's "desire for happiness impressed upon his heart by God". In other words, the promised reward of the covenant is embedded in man's nature. And It is "right and lawful" that this desire "ought to be fulfilled on the ground of man's obedience." To say that God only requires obedience from man without granting him the lawfully desired happiness is to say that God deceives man and feeds him with a vain desire, which Turretin says "even to think is blasphemous."<sup>33</sup>

Interestingly, Witsius notices that it was the Socinians who denied any divine promises based on similar reason. They insist that God would be obeyed, without proposing almost any general reward, because in the beginning of the world, God owed nothing to any, but

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<sup>32</sup> àBrakel, *The Christian's Reasonable Service*, 1992, 1:376.

<sup>33</sup> Turretin, *Institutes*, 1:575 Eighth Topic Q.III.IX.

was himself the most absolute lord of all.<sup>34</sup> Responding to this Socinian assertion, Witsius makes eight-point argument. His first point is that: “man’s natural conscience teaches him, that God desires not to be served in vain, nor that obedience to his commands will go unrewarded and for nought.”<sup>35</sup> He even quotes the pagans’ works to support this point. Witsius points out that the genuine worship of God presupposes a basic belief: “God *rewards* for those who seek him” (Heb. 11:6). The promise of reward is treated as a general rule throughout the time, which means that it is embedded in man’s nature so that every man in every age knows it. That is why in Gen 4:7, God asked a rhetorical question to Cain: “if you do well, will you not be accepted?” To put it in a positive way: do well and you will be accepted. Here, it is assumed that Cain knew this general promise in his heart. This proves that the promise of reward is embedded in man’s heart.

The creational relationship is covenantal *per se*, for man was created in the image and likeness of God as the son of God (Gen 1:27, 5:3; Lk 3:38). Therefore, as a benevolent father, God willingly embedded the promise of lavish reward for the obedience of his son. A natural law without reward only exists hypothetically. Based on the goodness of God, there is no real historical moment when man was bound by a natural law without promise of reward and threat of punishment. The promise of heavenly and eternal life coexists with the law. In fact, the law contains the promise of eternal life. For the law of the covenant of works is not just “do this” but “do it and you shall live.” As a creature man is subject to God, but it has never been pleasing to God to hold back his promise of eternal life to those who love and obey him, there has never been a real law merely as “do this”,

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<sup>34</sup> Witsius, *The Economy of the Covenants*, 1:71.

<sup>35</sup> Witsius, *The Economy of the Covenants*, 1:71.

but it has been always followed by “you shall live.”<sup>36</sup> To think of the opposite is nothing but pure speculation.

Based on the arguments above, the law and the promises of the covenant are both embedded in man’s nature; therefore the covenant of works is still in force binding the whole human race before God. Such understanding of the covenant of works has significant theological implications.

### ***Implications***

*Imputation of sin.* The imputation of sin depends on the fact that covenant of works is inherent to human nature. It is under this topic, Brakel really states it most clearly:

[T]he human nature of the human race, as that moment solely existing in Adam, was created as being in *the covenant of works*. Adam did not enter into the covenant of works subsequent to his creation, but was created in this covenant, being in this covenant from the very first moment of his existence. At the very moment that he formulated his first thought, he was conscious of God and the covenant, and could not but approve of this covenant. Therefore, *the human nature in its totality, as well as the entire human race in Adam, were created in that covenant. For this reason all men are still born within this covenant of works[.]*<sup>37</sup>

There is not any non-covenantal state of man. Adam was the representative of the whole human race. When Adam was created in the covenant of works, the entire human race was created in that covenant. When Adam violated the covenant, the whole humanity was under the curse of the covenant, i.e. death. “One trespass led to condemnation for all men.” (Rom 5:18a) Solidarity of humanity is founded upon this covenant. When Adam disobeyed God, the entire human race broke the covenant with God. Thus the all descendants of Adam are considered guilty before God, for they share the same human

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<sup>36</sup> Cf. Vos, “Doctrine of the Covenant in Reformed Theology,” 244.

<sup>37</sup> àBrakel, *The Christian’s Reasonable Service*, 1992, 1:384.

nature with the covenant implanted in it. It is not the hypothetical command “do this” that holds human race accountable, but the full covenant of works does, both the law and the promises, that is, “do this and you shall live; otherwise you shall die.”

*Christ’s fulfillment of the covenant of works.* One of the most vital implications is that it sets up the ground for Christ’s fulfillment of the covenant of works as the second Adam. The covenant of works must be in force for the passive and active obedience of Christ to be truly meritorious. Jesus must be born under the covenant of works, in order to pay the penalty of the covenant of works and to gain the reward of the covenant of works. “One act of righteousness leads to justification and life for all men.” (Rom 5:18b) Rollock clearly states that Jesus Christ was born under “the covenant of works,” and “by doing and by suffering,” he fulfilled the covenant of works for our sake.<sup>38</sup> The reward of the covenant of works is eternal life which is not obtainable on any other condition but that of perfect obedience, thus it was necessary for Christ to be made under the covenant of works. And Jesus Christ by his perfect obedience gained the reward of eternal life for his people. The covenant of works is abrogated not because the covenant itself is invalid, but because human race has fallen into a state of sin. There is nothing wrong in and of covenant itself. Arminius refuses this idea, arguing that because man has lost his ability to fulfil the law, God will no longer require man to do it until he restore man’s ability.<sup>39</sup> If the covenant of works is abrogated, there would be no place for Christ’s merit. But since we are fallen in Adam in the covenant of works, the Son of God must come as Adam in the same covenant of works to redeem us. The merit in one covenant cannot pay the penalty or gain reward from another covenant.

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<sup>38</sup> Rollock, *Some Questions and Answers about God’s Covenant*, 29 Q. 37-39.

<sup>39</sup> Witsius, *The Economy of the Covenants*, 1:158.

## ***Conclusion***

This paper defends the thesis that covenant of works is intrinsically embedded to man's nature in creation. The argument starts with the fact that covenant of works is always proved to exist not from God's will, but from God's nature and man's nature. Then, two essential elements of the covenant are examined: law and promise. The law of the covenant of works is embedded in man's nature. The covenant is established upon the moral law, not the probationary command. Thus the inauguration of the covenant is in creation, not in the verbal revelation from Gen 2:17. The promises of the covenant are also embedded in nature. The promises of reward and sanctions are integrated with the law. "Do this" cannot be separated from "you shall live." Based on the fact the law and the promise are embedded in the nature, the conclusion is that the covenant of works is also embedded in the nature. This is the foundation for the two Adam scheme discussed in the last part. The merit of Christ in the covenant of works gaining the reward for his people is our only hope.

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