

Do Matthew and James Prohibit All Formal Agreements?

Again you have heard that it was said to those of old, 'You shall not swear falsely, but shall perform to the Lord what you have sworn.' But I say to you, Do not take an oath at all, either by heaven, for it is the throne of God, or by the earth, for it is his footstool, or by Jerusalem, for it is the city of the great King. And do not take an oath by your head, for you cannot make one hair white or black. Let what you say be simply 'Yes' or 'No'; anything more than this comes from evil.

Matthew 5:33-37

But above all, my brothers, do not swear, either by heaven or by earth or by any other oath, but let your "yes" be yes and your "no" be no, so that you may not fall under condemnation.

James 5:12

Matthew and James explicitly forbid the swearing of oaths, and these passages in particular raise a host of interpretive questions:

- Are these prohibitions intended to be interpreted absolutely and universally?
- Are contracts, commitments and covenants in which a party is formally bound to fulfill an obligation universally forbidden?
- Are all formal agreements beyond a simple verbal "yes" or "no" prohibited?

In order to answer these questions, we must carefully study the Scriptures. As it is likely that Jesus' teaching in Matthew is the foundation for James' later instruction, we will restrict most of our focus to the former passage.

Interpreting Matthew 5

In order to interpret a passage, context is critical. In this paper, we will consider the historical context by asking what is occurring in the time and place in which the passage was written. Next, we will examine the immediate context of the passage by considering the preceding and proceeding passages. After examining the context of the passage, we will break down its individual pieces and examine certain words and phrases (careful study involves examining each and every word and phrase, but for the sake of space, we will only consider some). After doing this work, we must check ourselves against the whole of revelation. If our interpretation seems to contradict another passage of the Bible, we know that we have interpreted at least one of the passages incorrectly.

Historical Context

Historical context refers to the particular sphere of time, place and circumstance in which a passage was written. Occasionally, historical context actually leads the interpreter to look beneath a cultural symbol in the text in search of a supra-cultural truth. For instance, the concept of greeting and hospitality is timeless and authoritative, but the particular form of a "holy kiss" is cultural. We must greet others and show them love and hospitality, but we are not obligated to physically kiss them even though the Bible contains the command to do so (Romans 16:16, 1 Corinthians 16:20, 1 Peter 5:14, et al). In recognizing this interpretive principle, there is always a danger of neglecting a trans-cultural or supra-cultural truth, and we must be careful lest we neglect or negate a passage on that basis. I attempted to provide some helpful thoughts and resources on historical and cultural context in a [previous blog](#).

What is happening in the historical context of this passage? Matthew 23:16-22 is insightful in this regard. Certain religious teachers of the first century legitimized the practice of failing to fulfill an oath through the crafting of legal loopholes. According to Christ, the religious leaders of the day developed an elaborate system of determining whether or not an oath was valid and binding. The Pharisees deceitfully decided that the name or thing that a person invokes determines whether or not a person must follow through on an oath or vow. If you swear by ____ you have to fulfill your vow, but if you instead say ____ you can disregard your oath. Such word games were opposed by Jesus as they were revealed to be nothing more than dishonesty.

Immediate Context

In addition to historical context, we must consider the immediate context of the passage. In interpreting Matthew 5, for example, we should study Matthew 5-7, which forms a cohesive literary unit (the Sermon on the Mount).

An observation of the text reveals a consistent theme in this section of the sermon. In Matthew 5:17-48, as Jesus speaks to the issues of anger, lust, divorce, oaths, personal retaliation and the treatment of enemies, He appeals to the Mosaic Law and clarifies the heart behind it. He does not intend to set aside or abolish the law (Matthew 5:17) but rather to correct abuse and misunderstanding. The law made provision for

certain oaths, and Jesus' prohibition should thus be read in light of that reality. This recognition might lead us to consider that oaths in general are not being prohibited but, rather, a particular type, form or use of an oath.

The Passage Itself

Both Matthew's "do not take an oath" and James' "do not swear" are translations of the same Greek word – ὀμνῶ (omnuo). This Greek word means "to affirm the veracity of one's statement by invoking a transcendent entity, freq. w. implied invitation of punishment if one is untruthful" (BDAG) and is formed "from a basic meaning grasp a sacred object" (ANLEX). The type of oath or swearing to which Matthew and James refer is not very similar to our modern understanding of oaths. Modern oaths do not involve the invocation of God except insofar as to admit our powerlessness to fulfill the vow without His help ("so help me God").

Additionally, we should recognize that both Matthew and James immediately qualify the prohibitions with the phrase "either by." In light of this recognition, it is difficult to make the case that the passages universally and absolutely prohibit oaths. Instead, the oath that is prohibited is the type which directly links the responsibility with the object to which the appeal is made (heaven, earth, the throne, the temple, etc.) rather than having the burden rest solely upon the person who made the vow. In effect, Christ teaches that an oath is valid regardless of the object invoked; therefore, such invocation is unnecessary and subsequently prohibited.

Biblical Context

Taking into account the whole of biblical revelation, we find that even God is said to "swear" (omnuo) in passages such as Hebrews 6:13-18 (c.f. Psalm 110:4). Additionally, Jesus responds when adjured under oath by the high priest (Matthew 26:63-64). Furthermore, the apostle Paul appealed to God (though omnuo is not used) for verification of his veracity in numerous epistles (Romans 9:1, 2 Corinthians 1:23, Galatians 1:20, Philippians 1:8). He even goes so far as to put the readers of his first epistle to the Thessalonians "under oath" (1 Thessalonians 5:27).

Covenants, Commitments, Contracts and Other Formal Agreements

These considerations lead me to conclude that the prohibitions of Matthew and James do not universally prohibit all covenants, commitments and contracts. There are certain contexts in which formal (i.e. requiring a particular form) agreements are

helpful and acceptable. For instance, when entering into the covenant of marriage, tradition has passed down to us various formal elements: the ceremony, the charges and exchange of vows, and the marriage license. Additionally, as in the Old Testament, there are certain legal situations in which it might be appropriate to give a formal expression of honesty (such as testimony in a court). We also find it appropriate and helpful to enter into certain formal agreements for the sake of some purchases, loans, etc.

The principle of formal agreements reflects a biblical pattern. In the time of the fathers, a person would place his hand under the thigh of another to signify an agreement (Genesis 24:1-4). By the time of the judges, the symbol of agreement was the removal and exchange of a sandal (Ruth 4:7). God also uses various signs and symbols to affirm His covenants with man: the most common being the rainbow, circumcision, baptism and the Lord's Supper.

Modern contracts and covenants often appeal to a handshake, signature, initials or the checking of a little box saying that we have read the fine print (which we hardly ever do). These formal means or signs of agreements are helpful, but they are not to be used as an excuse for deceit. The Christian is obligated to fulfill an oath or vow simply on the basis of his agreement. Responsibility is not dependent upon the form of the agreement itself. If we are unable or unwilling to fulfill an obligation, we should not agree formally or informally to do so. This should cause us to be much more careful with our words (Ecclesiastes 5:2) knowing that we are bound by them to fulfill what we have promised.

Conclusion

The biblical concern of Matthew and James is not to abolish all oaths and formal agreements but rather to do away with the hypocrisy, falsehood and deceit which would seek to use an affirmation or oath for dishonesty. The intent is to demolish the belief that a person has the right to negate an obligation on the basis of what person, place or thing he or she did or did not invoke.

The biblical standard is to be marked by honesty in all spheres of life (maybe we should even read the fine print before checking the box). We do not have the right to refrain from truthfulness by appealing to some linguistic loophole. We don't speak with fingers crossed on "opposite day" or only when we explicitly say "I promise." We are obligated simply on the basis of our yes or no. We are constrained by our agreement, whether formal or not.

As image bearers of God, we are expected to mirror Him, “with whom there is no variation or shadow due to change” (James 1:17). We are expected to reflect the reality of the One for whom lying is an impossibility (Hebrews 6:8). As sons and daughters, we have the opportunity to echo the character of our faithful Father who never says “yes and no” at the same time but, instead, has fulfilled all His gracious promises in Christ (2 Corinthians 1:20).

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