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# THE EBAL CEREMONY AS HEBREW LAND GRANT?

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The nature and purpose of the Mount Ebal ceremony described in Deuteronomy 27 has remained problematic for Biblical interpreters, this despite the long-standing recognition of features of ancient Near Eastern covenant structure within the book itself.[1] The present brief study seeks to relate the Ebal ceremony to known ancient Near Eastern treaty forms and the acknowledged covenant structure of Deuteronomy. My purpose is not only to offer an alternative form-critical explanation for the placement of the Ebal traditions prior to the blessing/curse formulae of Deuteronomy 28-30 in light of this comparative literary analysis but also to demonstrate its function as a vital component in the post-exodus, pre-conquest Israelite covenant-renewal experience as understood by the Deuteronomist in the broader Hexateuchal narrative structure.

The Ebal ritual outlined in Deut 27:1-26 is usually assumed to be a composite of cultic traditions associated with the ancient site of Shechem and is generally regarded as an interruption of the Deuteronomic history because it disrupts the natural flow of thought and language between the concluding stipulations of chap. 26 and the introduction of the blessing/curse theology of chap. 28. Specific items cited to evidence disjunction in the text at this point include the reference to Moses in the third person in the section (27:1-14) and the mention of the curses (27:15-26) minus their complementary blessings. Moreover the unity of the entire chapter is questioned due to the doublets in 27:2-3a and 27:3b-8 (marking out parallel versions of the account) and the reference to Levi as a participating tribe in 27:1-13 while in 27:14-26 Levi is understood to be a religious order in charge of reciting the liturgy. Also the curses in 27:15-26

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[1]For early studies on the similarity between ancient Near Eastern treaty material and the Bible generally see E. Bickerman, "Couper une alliance," *Archives d'histoire du droit oriental* 5 (1950-51) 133-156; G. E. Mendenhall, "Ancient Oriental and Biblical Law," *BA* 17 (1954) 26-46; "Covenant Forms in Israelite Tradition," *BA* 17 (1954) 50-76 (= *Law and Covenant in Israel and the Ancient Near East*. Pittsburgh: Biblical Colloquium, 1955 [= *BAR*, 3. 3-53]); "Covenant," in *IDB*, 1. 714-723; K. Baltzer, *Das Bundesformular* (WMANT 4; Neukirchen: Erziehungsvereins, 1964 [= *The Covenant Formulary in the Old Testament, Jewish, and Early Christian Writings*. Oxford: Clarendon, 1971]); D. J. McCarthy, *Treaty and Covenant* (AnBib 21A; 2d ed.; Rome: Biblical Institute, 1978). On the relationship of the treaty form and Deuteronomy specifically see M. G. Kline, *Treaty of the Great King* (Grand Rapids: Eerdmans, 1963); *The Structure of Biblical Authority* (Grand Rapids: Eerdmans, 1972); J. A. Thompson, *The Ancient Near Eastern Treaties and the Old Testament* (London: Tyndale, 1964); K. A. Kitchen, *Ancient Orient and Old Testament* (London: Inter-Varsity, 1966); M. Weinfeld, *Deuteronomy and the Deuteronomic School* (Oxford: Clarendon, 1972).

are unconditional and fall upon the individual, whereas the curses in chap. 28 are national in nature and conditional based upon Israel's disobedience.[2]

Apart from those who essentially ignore the content of Deuteronomy 27 (e.g. Polzin[3]), critical treatment of the set of problems connected with the Ebal ceremony falls under one of two distinct categories: (1) that of deeming the material a fragmentary collection of diverse traditions and rituals misplaced by the Deuteronomic editor or reconstructed into an artificial covenant ceremony since they affirmed his overarching concerns of law, land, covenant, and blessings and curses,[4] or (2) that of assuming the basic literary integrity of the account as a statement of covenant renewal in anticipation and harmonizing chap. 27 with the similar covenant renewal section in 11:26-32, thus forming an envelope for the covenant stipulations in chaps. 12-26[5] (or a variation that harmonizes chap. 27 with the blessings and curses of chap. 28-30 by understanding the material as an abbreviated and symbolic version of the Israelite covenant-renewal ceremony to be carried out in the land of Canaan).[6] Those who link the Ebal ceremony with the idea of covenant-making, regardless of their historical and literary perspectives, are correct insofar as they recognize the proximity of the structure of Deuteronomy to the ancient Near Eastern treaty form. But I posit a third option that not only opens new avenues of research for discussion but also mediates, at least in part, the extremes of the foregoing interpretive categories. The Ebal ritual is a Hebrew variation of the ancient Near Eastern land-grant ceremony distinct from and yet integrally related to Israel's entire covenant-renewal experience. As such it is really a ceremony within a ceremony and should be considered the concluding section of the stipulations for covenant renewal in Deuteronomy 12-26.

According to McCarthy there is a basic unity in covenant structure in Mesopotamia from the third to the first millennia B.C.[7] Essentially this structure consists of specified provisions imposed under oath and placed under the sanction of divine witnesses by means of a three-part formula that

[2]Cf. H. Cunliffe-Jones, *Deuteronomy: The Preaching of the Covenant* (London: SCM, 1964) 176-183; S. R. Driver, *Deuteronomy* (ICC; 3d ed.; Edinburgh: T. and T. Clark, 1901) 294-302; A. Phillips, *Deuteronomy* (CBC; Cambridge: Cambridge University, 1973) 176-183; G. von Rad, *Deuteronomy* (OTL; Philadelphia: Westminster, 1966) 163-169; G. E. Wright in *IB*, 2. 488-492.

[3]R. Polzin, *Moses and the Deuteronomist* (New York: Seabury, 1980) 43-68; cf. also E. W. Nicholson, *Deuteronomy and Tradition* (Philadelphia: Fortress, 1967) 45-46.

[4]Cf. O. Eissfeldt, "Gilgal or Shechem?", in *Proclamation and Presence* (ed. J. I. Durham and J. R. Porter; Richmond: John Knox, 1970) 90-101; H. Seebass, "Garizim und Ebal als Symbole von Segen und Fluch," *Bib* 63 (1982) 22-31.

[5]P. C. Craigie, *Deuteronomy* (NICOT; Grand Rapids: Eerdmans, 1976) 212, 327.

[6]E.g. Kitchen, *Ancient Orient* 90-102; J. A. Thompson, *Deuteronomy* (Downers Grove: InterVarsity, 1974) 259-277; G. J. Wenham, "Deuteronomy and the Central Sanctuary," *TynBul* 22 (1971) 103-118; but cf. Kline, *Structure* 139-140, who argues that the Ebal rite is part of the Israelite adaptation of the Assyrian dynastic-succession ceremony and recounts the installation of Joshua as Moses' successor.

[7]McCarthy, *Treaty* 122-124.

included the stipulations governing the pact, the god-list serving as witnesses to the treaty, and the curses invoked against the violator of the agreement.

Building on this basic understanding of covenant or treaty structure, Weinfeld discerns two types of official judicial documents common to ancient Mesopotamia.[8] The first is the vassal treaty (e.g. the well-known Hittite treaties), and the second is the royal grant (represented by the Babylonian *kudurru* and later Syro-Palestinian and neo-Assyrian texts).[9] The treaty obligates vassal to suzerain and serves as an inducement for future loyalty on the part of the vassal under the threat of divine judgment. The grant on the other hand obligates the suzerain to the vassal and is given as a reward for past loyalties, while the curses are directed against any who might transgress the grant.

The Babylonian *kudurru* represents a particular type of royal grant that had a civil judicial and a religious function. Judicially it was a legal document or public testimony protecting rights of owners as well as a title to private property (whether buildings or land). In each case this public testimony was safeguarded by an appeal to the gods through the curses invoked against violators of the grant. The dynamics of the twofold purpose of the grant are crucial to the understanding of the relationship of the law to the land in the ancient Near East. The stipulations of the royal grant placed the parcel of land in question under royal law, the king's prerogative by virtue of his adoption by the gods and installment as a fief over land and people. Invoking the gods as witnesses to the grant in this form of covenant-making adds the religious dimension and completes the bonding of the three-part relationship of law to land to gods. Not only was the land under the jurisdiction of royal law; the local deities were obligated to protect the land as well. So the grant of land was then bound to the king's edict under careful sacral supervision.[10]

Of interest to this study are the Babylonian land grants or *kudurrū*, which were public monuments and legal documents dealing almost exclusively with land transactions. Originally the imported Kassite custom was utilized only for royal grants of land to important officials and servants of the king.[11] Later the stones were used to mark the boundaries of fields exchanged by grant or sale between private parties.

[8]M. Weinfeld, "The Covenant of Grant in the Old Testament and the Ancient Near East," *JAOS* 90 (1970) 184-203.

[9]For a catalog of the representative texts see Weinfeld, "Covenant of Grant" 185 (esp. nn. 4-8).

[10]As a form of grant the same is also true in respect to law codes with prologue and epilogue and even certain building inscriptions. By invoking the gods as witnesses to inflict punishment through the curse formulae, direct relationships were established between the king's law, the gods, and the people or designated buildings. Cf. McCarthy, *Treaty* 122-140.

[11]The *kudurru* stones first appear in Babylonia during the Kassite dynasty as an imported convention of the Kassite rulers, and the bulk of the stones date from the late Kassite to the neo-Babylonian periods. Cf. W. Hincke, *The Babylonian Expedition* (Philadelphia: University of Pennsylvania, 1907), vol. 4; *Selected Babylonian Kudurru Inscriptions* (SSS 14; Leiden: Brill, 1911); L. W. King, *Babylonian Boundary Stones* (London: British Museum, 1912); A. Moortgat, *Art of Ancient Mesopotamia* (New York: Phaidon, 1969) 100-103; F. X. Steinmetzer, *Die babylonischen Kudurru (Grenzsteine) als Urkundenform* (Paderborn: Schöningh, 1922).

Even though the *kudurru* was a legal document recording the exchange of property, a duplicate clay or stone tablet was usually made that also registered the legal change of ownership. This tablet was the official title-deed for the new property owner, and it was no doubt filed in the royal archives. Presumably the *kudurru* could have been used as legal evidence proving ownership if the tablet was lost or broken. The *kudurru*-stone also served to place the newly acquired property and attendant rights (e.g. tax or corvée exemptions) under divine sanction and protection by means of the concluding curse formulae in the inscription. So the *kudurru* confirmed the recipient's legal title to the land and protected it from encroachment by calling upon the gods as witnesses and invoking their powers of judgment against any transgressor of the grant. Thus the *kudurru* had a civil judicial function and a religious one.

The contents of the *kudurru* inscriptions generally follow this six-part outline:

1. *Often the boundary stone has a name.*

2. *The field(s) in question are described in detail.* Usually the total area is stated and the adjoining properties or geographical features bordering the field(s) are listed.

3. *Sometimes the name(s) of the surveyors are included.*

4. *The circumstances of the land exchange are given.* Names of the parties involved are recorded along with the appropriate historical and/or legal information concerning the nature of the land exchange. If the land is a sale and not a grant, the items constituting the purchase price of the sale are cited.

5. *The witnesses present during the transaction are listed, and often the stone is dated to the year of King So-and-So.* The scribe engraving the stone may also be named.

6. *The curse formulae are given.* This is the most characteristic feature of the *kudurru*. Sometimes the list of witnesses is reversed with the curse formulae, or the two sections are fused into one larger unit. Before the gods are invoked individually and the several curses enumerated there may be some kind of royal propaganda extolling the wisdom and beneficence of the king. The curses contain a catalog of individuals who are warned not to raise a legal claim against the land (most often various sorts of officials). Acts of violence forbidden in connection with the land exchange are also incorporated here (e.g. making no legal claim against the land, confiscating the land, giving the land over to the state or temple, changing or removing the boundaries, and diverting or stopping up its canals).

When the entire Ebal ceremony is compared to this basic land-grant outline, immediate and notable similarities emerge. Putting aside dissection of the ritual into its supposed "Gilgal" and "Shechem" strands,[12] one gains the distinct impression of deliberate ordering of materials on the part of the Deuteronomic author/editor to pattern the section after the royal grant so as to serve as a logical complement to Israel's covenant-renewal ceremony anticipating conquest and possession of the land and confirming Joshua as Moses' successor in Moab prior to penetrating Canaan.

[12]Eissfeldt, "Gilgal or Shechem?" 90-96.

Clearly the closing curse formulae in Deut 27:14-26 correspond to the concluding curses of the land-grant treaty. The catalog of individuals contained in the curses of the so-called Dodecalog whose behavior jeopardizes the maintenance of the royal grant (cf. Lev 18:24-27) is reminiscent of the acts of violence prohibited by the curses of the land grant—for example, removal of boundary markers (27:17) and the failure to obey the stipulations of the grant (27:26). Identifying the Dodecalog with the curse formulae of the royal grant also explains the individual and unconditional nature of these curses in contrast to the corporate and conditional blessings and curses of Deuteronomy 28-30. More importantly, this identification eliminates the need to hypothesize editorial misplacement or fragmentary artificial reconstruction or even harmonization with the subsequent covenant-renewal ritual in Deuteronomy 28-31 to account for the lack of positive parallels to the curses since the blessings are excluded by design in the genre of the royal grant.[13]

The delineation of the Israelite tribes participating in the ceremony in Deut 27:11-13 constitutes the list of witnesses party to the grant of land. As such Israel is not only the recipient of the royal grant due to previous covenant promise (cf. 26:1-3); they are also witnesses against themselves because of their unique relationship to Yahweh (26:16-19; 27:9; cf. Josh 24:22). While the approximations are less striking, Deut 27:1-10 loosely correlates to the land-grant section containing the circumstances of land exchange (including Yahweh's fulfillment of past covenant promises and the conditions by which the land grant remains enforced; cf. 26:1-11, 15; 27:2, 3, 10). Although it is uncertain whether 27:1-10 is a doublet or a conflation of two different traditions, the intention of the section is unmistakable: Israel's entrance and ultimate possession of Canaan as the land of the promise (27:3).[14]

McCarthy rightly observes that the purpose of covenant renewal in the book of Deuteronomy is to bind people, land and law under Yahweh's tutelage.[15] While Israel affirms obedience to the stipulations of Yahweh's covenant under Mosaic leadership in Moab (26:16-19; 30:11-20; 31:19, 26, 28), ultimately the covenant-renewal ceremony can be enacted meaningfully only when Israel resides in the land of the promise (cf. Gen 12:1-3). Given the emphasis on the possession of Canaan as Israel's inheritance from Yahweh in Deuteronomy (cf. Deut 4:14; 5:16; 7:1-5; 11:9, 21; 20:16; 25:15; 26:1, 9, 15; 27:2; 28:8, 11;

[13]According to Deut 27:12, half the Israelite tribes are to stand on Mount Gerizim to bless the people as part of the Ebal ritual. While this may be a reference to the blessings and curses of covenant renewal that are connected to the royal grant, the interpretation of the ceremony in Josh 8:33 would indicate that the ceremony of land grant is itself the blessing to the people—the covenant promise of an "everlasting possession" realized (cf. Gen 17:8).

[14]Although ancient Near Eastern parallels to Hebrew OT literature are profuse and widely recognized (e.g. elements of the Hittite suzerain treaty in Exodus and Deuteronomy, the similarities between Proverbs and the Egyptian Amenemope, and the influence of Ugaritic on the poetry of the Psalter especially), few have noticed the marked parallel between the so-called historical sermon of Moses in Deuteronomy 1-4 and the "sermonizing" history of the section of the *kudurru* inscription containing circumstances of the land exchange where the king recounts the past in order to encourage future acts of loyalty (e.g. Melishipak or Melishihu; King, *Boundary Stones* 7-18).

[15]McCarthy, *Treaty* 199.

29:8, 24, 28; 30:16; 31:7, 13) it seems only natural for the covenant-renewal ceremony to include a conventional structure for appropriately legitimizing Israel's claim to Canaan as their inheritance from the God of their fathers (cf. 20:16; 21:23; 24:4; 25:19; 26:10). Hence even as Israel's obedience to the legal articles of Yahweh's charter marked them out as his special possession (cf. 26:18-19; 27:9), so too the Ebal ceremony as a type of Hebrew land grant formalized the Israelite claim upon Canaan in conjunction with the covenant-renewal compact.[16]

The two-phase implementation of the land-grant ceremony within the treaty-renewal structure of Deuteronomy as recorded in Joshua 4 and 8 also confirms this basic understanding of Deuteronomy 27. Since the goal of Israel's covenant relationship with Yahweh was possession of the land, Israel had to be the legal heir of Yahweh before he could grant them Canaan in accordance with the promise made to the patriarchs. As in the case of the ancient Near Eastern king whose reign was legitimized by his adoption by the gods, so Yahweh's adoption of Israel was necessary to legitimize their possession and rule of the land of Canaan as his fief. Following convention similar to that of the Aramean treaty, the rite of circumcision performed at Gilgal in Joshua 4 and 5 after Israel's initial penetration of Canaan is likely the equivalent to the vassal's oath certifying total obedience to the exactions of the overlord.[17] Circumcision as Israel's oath of adoption (on Canaanite soil) finalized their entrance into formal covenant relationship with Yahweh and marked them (literally) as his people and treasured possession (Deut 26:17-19; 27:9). The surprising lack of reference to the reading of the law (also true in 27:1-13) or sacrifice along with the erection of duplicate pillars or stone monuments seems to strengthen the contention that the focus of the rite accomplishing the sign of the covenant was indeed the people of Israel and the land of Canaan—not the law or covenant renewal. Even the duplicate monuments raised in the middle of the Jordan and at Gilgal are strangely akin to the duplicate documents of the royal land grant.[18]

The Israelite interpretation of the Ebal ceremony prescribed in Deuteronomy 27 is registered in Josh 8:30-35. The correspondence of the prescription with the actual ritual is palpable, as the following outline illustrates:

Joshua 4 and 5 as Oath of Adoption in Canaan
  Duplicate Stone Monuments, 4:4-7
  Rite of Circumcision, 5:2-9

[16]While not the focus of this essay, the identification of the Ebal ceremony as a type of royal grant further underscores the correspondence of Deuteronomy to the legal and literary form of the ancient Near Eastern treaties. The material may be outlined as follows: (1) preamble, 1:1-5; (2) historical prologue, 1:6-4:49; (3) stipulations, 5:1-27:26, subdivided into (a) general stipulations, 5:1-11:32, (b) specific stipulations, 12:1-26:19, and (c) Ebal ceremony as land grant, 27:1-26; (4) blessings and curses, 28:1-30:20; (5) Moses' farewell/commissioning of Joshua, 31:1-34:12, including (a) deposit and public reading, 31:9-13, and (b) witnesses, 30:19; 31:19, 26, 28; 32:1-43.

[17]Cf. McCarthy, *Treaty* 138-143.

[18]It seems more than coincidental that after this event the phrase *gĕbûl hayyardēn* begins to occur in Joshua (13:23; 19:22; 22:25) since the Jordan River becomes the eastern boundary of Israelite territory (cf. Num 34:12; Deut 3:17).

Joshua 8 as Land Grant and Covenant Renewal in Canaan
Construction of Altar/Offering of Sacrifices, 8:30-31 = Deut 27:5-7
Writing Law on Stele, 8:32 = Deut 27:2-8
Blessing the People/Ebal Ritual, 8:33 = Deut 27:11-26
Reading the Law, 8:34

In Joshua 4, Israel's oath of adoption formalized their relationship to Yahweh as the people of his covenant. Here in Joshua 8 the second phase of Israel's alliance by treaty with Yahweh is formalized after initial conquest in Canaan (cf. Josh 6:1-8:29, the destruction of Jericho and Ai). Even as the sign of covenant bound the people of Israel to Yahweh, so the enactment of the land-grant ceremony bound the people of Yahweh to the land of Canaan. The reading of the law at the conclusion of this combination land-grant and covenant-renewal ceremony placed Israel and the land under the jurisdiction of Yahweh's law and thus completed the purpose of covenant renewal in Canaan: the joining of people to land to law under Yahweh as overlord. This entire reconstruction is consonant with the intentions of the Deuteronomic historian, and the consistent parallels to ancient Near Eastern treaty forms attest both the antiquity of the documents utilized and the skill of the Deuteronomist in composing a logical and balanced narrative tracing Israel's "covenant history."[19]

Given the foregoing analysis, it seems clear that the fragmentation of the Ebal ceremony into "Gilgal" and "Shechem" strands must be reassessed. Form-critically, the material is much more akin to a covenant or treaty document than a surmised (and obscure) cultic tradition.[20] The structure of the treaty document approximates that of the royal grant, making the artificial atomization of the Biblical text by Eissfeldt and others increasingly more difficult to support in view of the nature of treaty composition in the ancient Near East and the ordering of the larger Biblical narrative.[21] The setting of

[19]Cf. Seebass, "Garizim und Ebal" 23-24. Craigie (*Deuteronomy* 53-54) remarks that whether "reconstructed" or "rediscovered," the book of Deuteronomy gave impetus to a Deuteronomic school that was to culminate in the compiling of a large-scale history of Israel.

[20]E.g. von Rad, *Deuteronomy* 12-13.

[21]Kline's (*Structure* 14) arguments on the nature of treaty documents "as a whole" merits serious consideration. As for the supposed Shechem and Gilgal strands in the Ebal ritual, a chain of logical reasoning is only as strong as its weakest link. Eissfeldt himself says ("Gilgal or Shechem?" 90-91) that the juxtaposition of Shechem and Gilgal in Deut 11:29-32 is "admittedly not so clear." He makes the distinction because in his opinion the phrase "when you have passed over the Jordan" more easily fits Gilgal (as if there is a sense of immediacy in this temporal clause). The Israelite interpretation of the Ebal ritual in Josh 8:30-35 is regarded as a Gilgal tradition because the ark of the covenant is mentioned in v 33. According to Eissfeldt Joshua 3-4 indicates that the ark is permanently situated in Gilgal until Judg 2:1, "where 'the Angel of the Lord' represents an ideological development of the Ark, it leaves this place" (p. 91 n. 3). Yet in Joshua 6-7 the ark is taken from Gilgal to Jericho as part of the battle plan for conquest of the city, which indicates that Gilgal is a base for military operations in Canaan with the ark something less than a permanent fixture in the camp—at least in this instance (cf. Josh 8:33; while the narrative is probably not original here since the historian wanted to connect land grant and covenant renewal in Canaan with initial conquest, the text does indicate that the ark is being transported—presumably to Shechem, due to the mention of Ebal and Gerizim). Finally, Deut 27:1-8 is associated with a Gilgal tradition because of the phrase "and on the day you pass over the Jordan" in v 2 since Gilgal is nearer the Jordan than Mount Ebal in the region of Shechem. While it is

the material, purported to be covenant renewal under Moses' leadership in Moab in anticipation of future covenant renewal in Canaan proper, lends itself nicely to the accommodation of the royal grant as part of the Israelite covenant-renewal ceremony (as demonstrated above).[22] Lastly, as previously indicated, the intention or purpose of the Ebal ritual is not covenant renewal or even the legitimization of Joshua as Moses' successor. Rather, it is the formal instrument by which Israel is authorized to possess Canaan as the land of the promise as Yahweh's heir. Although Deuteronomy's striking proximity to the ancient treaty form remains inconclusive for dating the literature,[23] continued form-critical, literary and linguistic research evidences that the document exhibits considerable literary integrity.[24]

Aside from this supporting argumentation, identifying the Ebal ceremony in Deuteronomy 27 as an Israelite adaptation of the royal grant provides the best explanation for the presence of the curse Dodecalog in 27:15-26 while retaining continuity with the covenant-renewal theme of the immediate context. Further, the Ebal ritual as royal grant readily meshes with the previously recognized treaty structure of Deuteronomy and contributes to the understanding of the larger Hexateuchal narrative structure as ordered by the Deuteronomic author/editor according to his covenantal interests.

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not impossible that this ceremony took place more than once, or the expression may simply mean "once you have crossed the Jordan" without any time reference intended (Thompson, *Deuteronomy* 263), the better solution for reconciling the relationship between Gilgal and Shechem in Deuteronomy 11 and 27 is to recognize the two-phase implementation of covenant renewal in Canaan as outlined above. The oath of adoption in Joshua 4 is connected with Gilgal and occurs immediately upon Israelite penetration of Canaan. The Ebal ritual as land grant and covenant renewal upon initial possession of the land in Joshua 8 takes place near Shechem (a site important to patriarchal history, cf. Gen 33:18). Understanding these two episodes as complementary events removes the need to hypothesize the conflation of fragmentary and unrelated Gilgal and Shechem cultic traditions, postulating another Gilgal nearer to Ebal and Gerizim, or even positing a set of circumstances that would attempt to account for the perceived difficulties in harmonizing Deut 11:26-32; 27:1-26 and Josh 8:30-35. The confusion remaining in squaring the geography related to the events associated with Israelite covenant renewal in Canaan may be more easily explained by the telescoping of the pertinent narratives in Deuteronomy since they were designed by the historian to be a projection of the ceremony in anticipation of conquest.

[22]Those who argue that the material in Deuteronomy 27 is secondary (e.g. Nicholson, *Deuteronomy* 45) omit a vital part of the treaty structure for which there is considerable form-critical support. Yet, as Wenham ("Deuteronomy" 118) notes, its insertion cannot be easily ascribed to the Deuteronomic historian, whose principal message was that all sanctuaries other than Jerusalem were sinful.

[23]Cf. Craigie, *Deuteronomy* 24-29.

[24]Here I merely echo the sentiments of Kline (*Structure* 7-15) and R. Polzin (*Late Biblical Hebrew: Toward an Historical Typology of Biblical Hebrew Prose* [HSM 12; Missoula: Scholars, 1976, 85-86]; *Moses* 1-24, 72). M. Weinfeld ("Deuteronomy—The Present State of Inquiry," *JBL* 86 [1967] 253) observed that "the structure of Deuteronomy follows a literary tradition of covenant writing rather than imitating a periodical cultic ceremony which is still unattested."