

THE HEARTLESS CORBAN VOW (MARK 7:11)

AECIO E. CAIRUS, Ph.D.

And he said to [the Pharisees]: “You have a fine way of setting aside the commands of God in order to observe your own traditions! For Moses said: ‘Honor your father and your mother,’ and ‘Anyone who curses his father or mother must be put to death.’ But you say that if a man says to his father or mother: ‘Whatever help you might otherwise have received from me is Corban’ (that is, a gift devoted to God) then you no longer let him do anything for his father or mother” [Mark 7:9-12 NIV; cf. Matt. 15:3-6].

Readers unfamiliar with the OT law on vows have a difficult time with this passage. Jesus seems to speak of a man who has given away, as an offering to the temple, all the resources that could be used to support his parents. But if such support was now in fact totally impossible, why is the man not *allowed* by the Pharisees to provide it (“you no longer let him”)? If, on the other hand, some resources were left over, why would those legal experts be opposed to any kind of aid (“do anything”) from this man to his parents? One standard commentary confesses that “the case referred to is not clear to us. The man might have sworn to give to **God** the property needed for support of **his father or his mother** or he may have merely sworn not to support them.”¹

As we will try to show, the man had not yet sworn either, but *is vowing* something else through the very words cited by Jesus. By saying, “Whatever help you might otherwise have received from me is Corban,” the son was not describing a situation or reporting a previous vow. He was declaring that anything potentially useful to his parents, if he would later so earmark it, would, by that very fact, become his gift to God. Such a vow does not actually promise the temple anything, but tries to make pointless any future attempt to help his parents, because

¹S. E. Johnson, “Matthew,” *Interpreter’s Bible*, ed. George Arthur Buttrick (New York: Abingdon, 1951), 7:438. Bold type (for *lemmata*) is original.

the intended aid would then become Corban and could not benefit his parents anyway.

It is common to explain that in some cases a Corban vow, through “a typically Rabbinic trick,”² did not have to be paid to the temple. But this only compounds the enigma for the reader. It suggests that Pharisaism upheld the inalterable character of the vow only so far as the heartless deprivation of parents was concerned, but circumvented the obligation in regards to the offering—thereby imputing a doubly impious decision to Rabbinical Judaism. Even in recent times, a commentary hints that Rabbinical norms made Corban vows payable only after the death of the vower:

The *korban* practice meant vowing property and finance to the temple—a vow so sacred that it could not be revoked, even in order to care for your parents in their old age. But it was agreed that you could continue to use *korban* money during your lifetime!³

However, no evidence is anywhere given for the existence of such a “Rabbinical trick” or Pharisaic agreement about the lifetime use of offerings given to the temple. Accusing ancient Rabbis of enacting heartless norms is very serious and should not be done without strong documentary evidence. In contrast, the present article argues that a careful reading of the words cited by Jesus shows that, by the very terms of the vow being then constituted by the son, the latter might indeed keep his money (not just “during [his] lifetime,” but permanently), and was supposedly no longer able to help his parents anymore. However, this paradoxical result was not a consequence of any Rabbinical norm superimposed on the OT laws. It was, instead, merely an effect of the intricate way in which these words are being crafted into a vow by the son, who was obviously bent on severing all ties with his parents.⁴ The crafty terms produce a conditional effect taking place only in the event he would in the future attempt to help his parents—if the principle that vows are inalterable in any circumstance is strictly followed. The tradition to which Jesus refers is merely the practice of privileging such unalterability over and above other biblical norms he quotes in the same passage, which should have been taken into account as well.

The Mishnah tractate Nedarim (“Vows”) analyzes scores of similarly worded Corban vows used to sever, damage or otherwise affect interpersonal relationships

²R. Alan Cole, “Mark,” *New Bible Commentary: 21st Century Edition*, ed. D. A. Carson et al. (Leicester: Inter-Varsity, 1994), 962.

³Michael Green, *The Message of Matthew* (Leicester: Inter-Varsity, 2000), 170. See also “No More to Do Ought” [Mark 7:12], *The Seventh-day Adventist Bible Commentary*, rev. ed., ed. Francis D. Nichol (Washington, DC: Review & Herald, 1976-80), 5:624.

⁴He was cursing his father and mother (Mark 7:10).

in a conflictive manner, without benefitting the Temple at all.⁵ How did a provision for vows originally intended for donations to the Temple develop into a tool to sever interpersonal relationships?

Biblical law accords human speech, as an expression of a free decision, an important creative power: a simple statement by an owner creates by itself the sacred and inalterable obligation of a Corban donation.⁶ But creative power can also be misused, as Corban vows eventually were.⁷

Since the earliest times of their existence as a nation, Israelites made use of a particular kind of vow, which is indefinite at the time of expression, but later becomes definite—the “whatever” vow. A famous case is that of Jephthah, who vowed that “whatever” would meet him at his return to his home “will be the Lord’s” (Judg 11:31). As the narrative shows, this vow had a two-step action: no transference occurred at the instant of formulation, but it did when the condition was met.

Jephthah could hardly avoid the event which would trigger the implementation of his vow, namely, his return home. However, one can also craft a vow in such a way that the trigger clause remains under the control of the vow-maker. In the case of vows in which an owner says, “My gift to the temple is whatever might be of help to” another person, nothing changes until the owner specifically defines some item as being that which could be of help to that person. This future specification functions as a trigger clause.

⁵Nedarim 1:3-4; 2:1-2; and *passim*. In most cases, an Israelite declares that having benefit from another person or eating from another person is Corban. This makes social intercourse almost impossible. For example, the rabbinical sages studied whether the persons affected by such a vow could still eat at the same table. If the bowl with food is small, there is a risk that the other person, by eating little, inadvertently benefits the vow-maker, so this should be avoided (Nedarim 4:4). H. Danby, ed., *The Mishnah: Translated from the Hebrew with Introduction and Brief Explanatory Notes* (Oxford: Oxford University Press, 1977), 264-80.

⁶A donation to the Temple cannot be revoked (Num 30:2; Deut 23:21,23); any attempt to substitute or modify the scope of the donation may result in additional transfers of property, as in the case of the tithing of cattle (Lev 27:33). This is because vows straightforwardly transfer property to the temple, taking effect immediately. So, if the owner later attempts to retract his vow (Num 30:2), he is then trying to decide on the property of something no longer his own, which is of course invalid. The attempt to modify a Corban vow, say from item A to item B, logically implies two positive decisions (to donate A and B), both of which are valid, plus a negative invalid decision, trying to rescind the donation of A. Instead of changing his donation from A to B, such attempt then results in the obligation of donating both A and B (Lev 27:33).

⁷In the Danby edition of the Mishnah, the glossary defines Korban (or its synonym Konam) as “the usual term introducing a vow to abstain from anything, or to deny another person the use of anything” (Ibid., 794).

In this way, the maker of this type of vow retains all his property,⁸ but he might be no longer able to help in the least the person designated in the vow. By indicating that anything of his property is to be given to that person, he would be making definite what was left indefinite in his vow before, namely, what item could be of help to another. It would become the property of the temple but not of the designated person, so any effort to help would be pointless. The net effect of this type of indefinite but later definable vow, then, is to preclude a particular kind of future behavior on the part of the vow-maker towards another person, and does not affect the Temple.⁹ As such, this kind of vow was misused in order to permanently sever or damage personal relationships, as seen in *Nedarim*.

We are now ready to tackle the analysis of the vow in Mark 7. In the first place, we should take stock of the fact that the words cited by Jesus as being told by the son to the parents cannot be merely a report of a vow previously made. That these words are operative and not merely informative is clear from the fact that, according to the passage, “if a man says [these words] to his father or mother,” then, and only then, the legal experts “no longer let him do anything.” This would not be the case if the son were, in these words, merely making reference to a vow already existent, because only the vow itself can be a legal impediment, not its report for the parents. The *Corban* term functions, exactly as in *Nedarim*, as a formula severing a relationship.¹⁰ The trigger clause is defined as any helping behavior toward his parents. No property is definitely committed to the temple, but the son is able to claim he was no longer able to help his parents in any way. Any disaffected son might be tempted to manipulate the biblical law of vows in this way, though, as Jesus protests, such manipulation transgresses biblical commandments.

The *Mishnah*, in its present form (c. 200 C.E.), is later than the NT, but the latter by itself attests a preoccupation of those times with vows and oaths, and specifically with fine distinctions in their wording which were supposed to make them binding or not (*Matt* 5:34-37; *Jas* 5:12; cf. *Nedarim* 1:2-3). From the complaint of Jesus in the passage under consideration we gather that there was a tendency, in the traditional lore of his time,¹¹ towards a rigorous application of

⁸The trigger clause would not necessarily be activated if another person claims that some item belonging to the vow-maker could be of help. The latter could disagree with the identification, and the donation is not up to the will of another, it is only the owner who can define an item as belonging to the temple. If the owner says, for instance, “This house is my gift to the temple,” the house is thenceforward no longer his; but while he refrains from saying so he keeps his property and nevertheless “will not be guilty” (*Deut* 23:22).

⁹If the owner really wanted to donate something to the temple, he did not need to use the roundabout way of designating another person as an initial beneficiary.

¹⁰Since he “says to his father or mother: ‘Whatever help you might otherwise have received from me is [hereby declared] *Corban*’,” the son is thereby formulating one of those “whatever” vows analyzed above.

¹¹The rabbis later ruled in agreement with Jesus (*Nedarim* 9:1).

Num 30:2 even in a case such as the one mentioned in Mark 7. The effect was very objectionable, for all parts of the Law should have been made to work as an harmonious whole.¹² In particular, severing relationships with parents through a vow of this kind should never have been countenanced, in the light of the commandment against cursing one's parents cited by Jesus (Exod 21:17; Lev 20:9).

An abiding lesson Christians may derive from this elucidation is that, according to Jesus, a hypocritical tradition is not only one which openly contradicts the letter of Scripture, but also any other which ignores the spirit of the latter, especially the "more important matters of the law: justice, mercy and faithfulness" (Matt 23:23).

¹²Traditional Judaism recognizes this fact in the maxim *mišwah b' 'aberah lo 'mišwah* ("a law-fulfillment accomplished through a transgression is no [real] law-fulfillment;" cf. Nedarim 2:2).