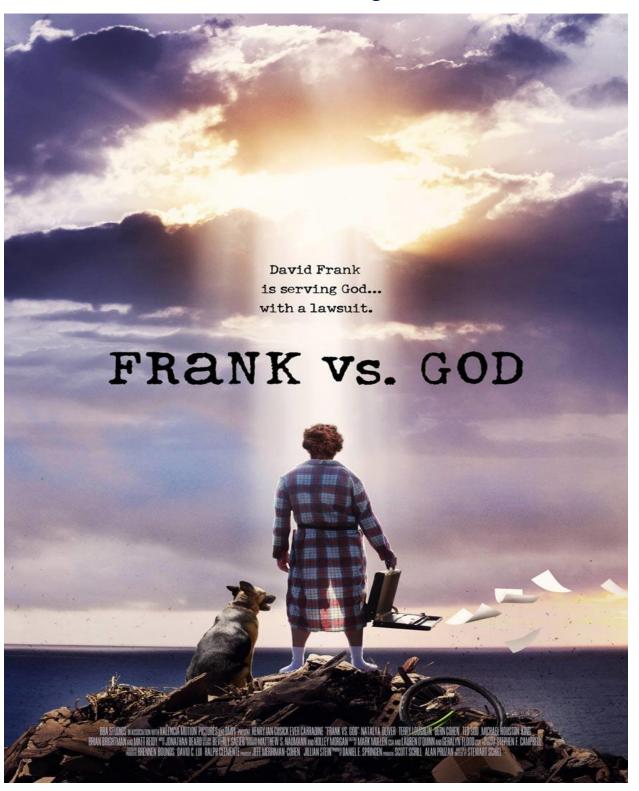
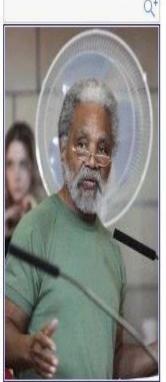
Is God Guilty of Breach of Contract?

By David Lee Burris







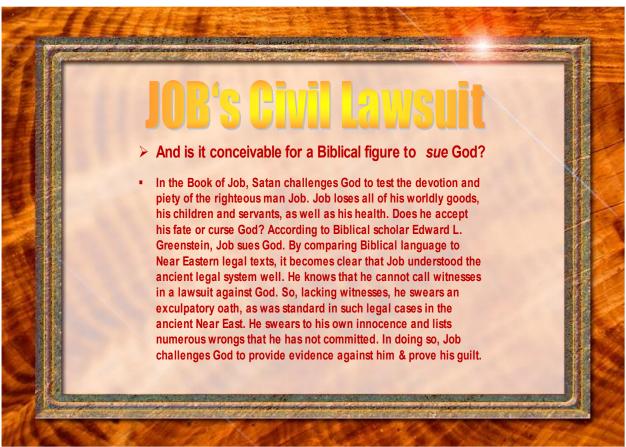
Nebraska State Senator Sues God

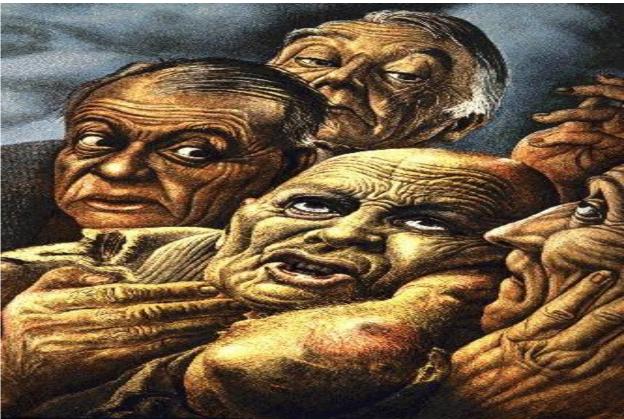
By NATE JENKINS - 9 hours ago

LINCOLN, Neb. (AP) — The defendant in a state senator's lawsuit is accused of causing untold death and horror and threatening to cause more still. He can be sued in Douglas County, the legislator claims, because He's everywhere.

State Sen. Ernie Chambers sued God last week. Angered by another lawsuit he considers frivolous, Chambers says he's trying to make the point that anybody can file a lawsuit against anybody.

Chambers says in his lawsuit that God has made terroristic threats against the senator and his constituents, inspired fear and caused "widespread death, destruction and terrorization of millions upon millions of the Earth's inhabitants."







JOB'S FRIENDS: Their Concept Of Contract

- ✓ Formulation Of Covenant Preamble
 Opens With Titles Of Superior Party
- ✓ Normal Covenant Form In Part Two
 Evidence Of Capacities To Contract
- ✓ The Third & Last Part Of Covenant
 Contains Regulations & Stipulations
 Loyalty Pledge Causal Penalties –
 Warning Of Apodictic Rule Violation



The Suzerain/Vassal Covenants

By Brian Keith Hudsom

Have you ever wondered, "Why is the land of Israel so important?" Or, "Why is ha'satan the ruler over this word"? Well to find out why, we have to look back at the first chapters of B'reshit (Genesis), and learn a bit about archaeological discoveries.

To start, we must take a look at covenants. Covenant is the very back bone of Scripture. What I want to detail and focus on are the;

- 1. Suzerain/Vassal covenant
- 2. Royal land grant covenant, along with the Royal messenger.

These, once you understand them, are everywhere in Scripture.

Let's start with Genesis chapters 1 and 2.

Gen 1:26 And Elohim said, **Let us make man in our image**, after our likeness: and **let them have dominion over** the fish of the sea, and over the fowl of the air, and over the cattle, and over **all the earth**, and over every creeping thing that creeps upon the earth.

Gen 1:27 So Elohim created man in his own image, in the image of Elohim created he him; male and female created he them.

Gen 1:28 And Elohim blessed them, and Elohim said unto them, **Be fruitful, and multiply, and fill the earth, and subdue it: and have dominion over** the fish of the sea, and over the fowl of the air, and over every living thing that moves upon the earth.

There are some things here that, without the Hebrew and historical information, cannot be seen easily. First is a look at verse 26's statement of "Let us". The word "elohim" is a plural word used to refer to a plural 'strong authority', or a reference to the one True God. The 'likeness' that Adam was created in was as a Strong Authority on earth, and was commanded to use this authority to subdue the earth.

These verses in chapter one are a 1st example of a Suzerain/Vassal covenant seen in Scripture. In the Ancient Near East, treaties between kings were a common occurrence. These were treaties drawn up among equals, and between stronger and weaker kingdoms, and mostly outlined agreements to honor each other's boundaries, to maintain trade relations, return run-away slaves, etc. These treaties are preserved in the Mari Tablets and in the Amarna texts (Dr. Kline's Lecture notes: "Suzerain Treaties & The Covenant Documents the Bible") and you will find this treaty referred to often as Hittite in origin since the tablets found were of Hittite in origin.

When there was a covenant between a stronger and lesser kingdom, it is referred to as Suzerain(superior king)/Vassal(Lesser King) covenant. In these agreements, autonomy within their own borders is retained, and there was an alliance in wars and protection. If the vassal had issue with another vassal, they would bring it before the suzerain. This is the case in Gen 1:26-28, the Father created Adam to be the vassal king of the garden in Eden, and to colonize this world. Like in the Lord's Prayer; "thy kingdom come, thy will be done, On earth AS IT IS IN HEAVEN.

Dr. Kline, in his lecture notes on the "Suzerain Treaties & The Covenant Documents the Bible", mentions that "[t]hese Suzerain/Vassal covenants open with these two sections:

- 1. The identification of the Suzerain by his name and titles;
- 2. The historical survey of the Suzerain's dealings with the vassal, with the purpose of illustrating to the vassal how much the Suzerain has done to protect and establish the vassal who therefore owes submission and allegiance to the Suzerain.

Dr. Kline also states that "[T]hese two sections are referred to as the preamble and the next section of these treaties list the 'stipulations.' What the vassal is required to do is spelled out in principal and detail. This section is often concluded with the requirement that the vassal deposit his copy of the treaty in his temple, where he is to occasionally read and study it to refresh his memory concerning his duties.

The last section of the S/V covenant contains the blessings and curses of the Suzerain. If the stipulations are met by the vassal, he will receive the Suzerain's blessings, which are listed. If the vassal fails to meet the stipulations, he will receive the Suzerain's curses, which are also listed.

This can be easily seen here:

Deu 30:19 I call heaven and earth to record this day against you, that I have set before you life and death, blessing and cursing: therefore choose life, that both thou and thy seed may live:

The Suzerain would keep one copy of the covenant and the vassal would keep one copy of the covenant. This can be seen with the giving of the Torah, and the reason there were 2 tablets. Typically, the most widely used rite was that of cutting the bodies of animals in halves and placing them in two rows with enough space between for the two parties of the treaty to walk side by side, as with the Abrahamic covenant, but this isn't seen until after the fall of Adam and death (separation) was brought into the world. As they walked between the pieces, they were vowing to each other, "May what has happened to these animals, happen to me if I break this covenant with you." This is why that Abraham was put to a deep sleep. It was a one-sided covenant, to which, if Abraham or his descendant break, per-incarnate Yeshua would have this done to Him.

Dr. Kline's lecture notes also document the following concerning Exodus 20 and Deuteronomy:

Covenant Documents of the Bible Patterned After Suzerain Treaties:

Exodus 20

- (1-2)"Yahweh" is the Suzerain who delivered this Preamble to Moses, the vassal-lord who represents the people under the authority of the Suzerain.
- names & titles = "I am the Lord, your God."
- historical prologue = "Who brought you out of Egypt..."
- (3-17) Stipulations with selected blessings and curses.
- *stipulations* = *the 10 commandments*;
- $blessings \ and \ curses = (5b-6); \ (7b); \ (12b).$

Deuteronomy

- (This entire book of Moses is saturated with Suzerain Treaty language and structure. It is not properly the treaty document itself, but it is based upon such a treaty, making reference to it often. Below are some examples.)
- (4:32-40) Historical Prologue language and structure;
- (4:44 5:21) Stipulations;
- (6:4-25) Blessings and Curses;
- (8) Reflects all the sections of a suzerain treaty;
- (11) " " "
- (17:14-20) Reflects the relationship of a vassal king to the Suzerain;
- (20) Reflects the language and structure of war-time arrangements between a Suzerain and his people;
- (27-28) Curses and Blessings;
- (29) Covenant Renewal;
- (30:11-19) Classic presentation of Ancient Near East Treaties!

One more term I'd like to bring briefly introduce and discuss for clarity is the Royal Messenger. Daniel Mcgir states in his article about the royal messenger:

Royal messengers in the ancient Near East had numerous responsibilities and roles granted to them such as being a vassal king, a prophet, a vizier, or one who intercedes on behalf of the people. All of these roles are initiated with the legality of being sent" with all the king's authority.

The training of the RM was intense and lifelong. The RM was usually the son of the king, and ha to learn every mannerism of the king, as well as the very mood and nuance of the message. He came, "Not speaking his own words, but the Fathers". Kings never physically met. The RM was the contact, and he carried all the authority of the king, and had to be treated as such. This concept helps to clarify Yeshua in the Tenakh, and answer the verses that state that "No man has ever seen nor heard the Father". The YHWH in the Tenakh is most often the RM coming in the "name of the Father". This was a bit of a side note, but the information is needed in the complete understanding of the covenant function.

Back the the S/V covenant, we can now see that this covenant was being initiated in Gen 1. Adam became king of the earth, and was to have dominion over the earth and fill it. To colonize the earth with the Kingdom of YHWH. The language between the 2 kings used words like: father to the suzerain, son to the vassal, and love. These are **covenant words**. No matter how they felt about each other, they treated each other accordingly. **Love is actionary, like the Hebrew language concept goes. It isn't about warm feelings, but how you treat each other.**

Adam was also grated a land/kingdom by YHWH. Gen 2 introduces us to this covenant, the Royal Land Grant covenant. A RLG gives, by the suzerain, land to another. Royal grant covenants have been found in Hittite, Babylonian and Neo-Assyrian texts and most recently in materials from Ras Shamra. They are particularly known from the Babylonian kudurru or boundary stones, texts which cover a period from B.C. 1450 to B.C. 550, the period of Babylonian history during which Boundary-stones were employed for the protection of private property.

The first characteristic of the Royal grant is seen in the basic posture of the covenant, while in the Suzerain-vassal covenant, the rights of the Great King are guaranteed by the treaty. In the Royal grant the rights of a favored individual are protected, and the curses are directed against any who would infringe upon the rights of the land owner.

Once the land is granted, that land cannot be taken away from the recipient, but if the recipient rebels, he loses access to the land. Once the descendants turn back to the suzerain, they have full access back. The land is never taken away, just his access. This is the reason for the historic fight over the land of Israel. It belonged to Adam, and was the garden in Eden. Once His descendants returned to him, they had all the land restored. Let us take a look at Gen 2:

Gen 2:7 So the LORD God formed the man from the dust of the ground, breathed life into his lungs, and the man became a living being.

Gen 2:8 The LORD God planted a garden in Eden, toward the east, where he placed the man whom he had formed.

Gen 2:15 The LORD God took the man and placed him in the Garden of Eden in order to have him work it and guard it.

Here we can see YHWH placed man in the garden with the stipulations: 1) Avad - work, serve 2) shamar – guard, protect. As long as he obeys and does his part, he has a kingdom, but he allowed the "nachash" to shame and defile his household, which dishonored his reign. Since he ate of the fruit too, rather than restoring his bride, he lost the kingdom.

The nachash/serpent is defined as:

1) serpent, snake

A Related Word by BDB/Strong's Number: from H5172 נְחָשׁ nâchash BDB Definition:

1) to observe signs, learn by experience, diligently observe

The Suzerain Vassal Treaty (Covenant) in the Old Testament

The covenant God established with Israel at Mount Sinai bears the marks of a suzerain vassal treaty (covenant), a somewhat common treaty form in the ancient Near East.



Creating a Nation

Exodus chronicles the story of Yahweh's bringing Abraham's descendants out of Egypt to make them a nation for himself. It is much more than a simple story of deliverance, though, for it shows the type of relationship—covenant relationship—that Israel and Yahweh were to have. He was to be their sovereign and they were to be his vassal. As such, Yahweh would have certain obligations toward his people and they would in turn owe him loyalty and obedience. Reading the book of Exodus (and Deuteronomy) alongside roughly contemporary examples of treaties between sovereigns and vassals shows that Yahweh established a covenant relationship with his people that included elements common to their broader culture.

The Meaning of Covenant

The Hebrew term *berit*, or covenant, is "an agreement enacted between two parties in which one or both make promises under oath to perform or refrain from certain actions stipulated in advance."[1] Sandra Richter points out that the concept of covenant is important in Israelite society and the ancient Near East because the level of responsibility between people is determined by their blood relationship, with ultimate responsibility falling on the family's patriarch.[2] To establish a relationship between two unrelated parties, one must *create* a familial relationship.[3] Thus, "on the individual, tribal and, eventually, national level, if you needed someone to *act* like a family member, and you were willing to give that person the privileges of family in return, you would invite that individual (tribe or nation) into a covenant agreement which created *fictional* kinship."[4]

In order to bind two parties together, such as Yahweh and the people of Israel, a covenant would be made whereby a kinship was created that was as strong as the bonds of a family. In modern society this idea is communicated most clearly in adoption and marriage. When two people become married, they create a family relationship—with all the attendant responsibilities—that previously did not exist. Likewise, when a family adopts a child, that child becomes as if she were physically born to the parents. Marriage and adoption join people as family members who were once not family members. Similarly, covenants in the ancient Near East made families out of those who were not family.

Suzerain Vassal Covenants/Treaties

Two basic types of covenants existed in the ancient Near East: the parity treaty (between equal parties) and the suzerain/vassal treaty (between a greater and a lesser party).[5] In suzerain/vassal treaties, the greater party (i.e., the suzerain) provided benefits such as military protection and land grants to the lesser party (i.e., the vassal).[6] In response, the vassal owed the suzerain financial tribute and "consummate loyalty."[7] Consequently, vassals could have only one suzerain, for to take another "lord" or "father" would be tantamount to treason.[8]

The covenant Yahweh established with Israel at Mount Sinai exhibits striking parallels with Hittite suzerain/vassal treaties,[9] which had six basic features:

1) a preamble that identifies the suzerain; 2) a historical prologue that recounts the previous relationship between the parties; 3) covenant stipulations to which the vassal must agree; 4) provisions for periodic reading and safekeeping of the covenant; 5) witnesses to the covenant; and 6) blessings and curses should the vassal either keep or fail to keep the covenant.[10] The Sinaitic covenant contains all six characteristics.[11]

The Mosaic Covenant as a Suzerain Vassal Covenant

First, Exod 20:2a and Deut 5:6a record the preamble that identifies Yahweh as the suzerain: "I am Yahweh your God." Second, in Exod 20:2b and Deut 5:6b Yahweh reminds the people that he rescued them from slavery in Egypt. Third, the covenant stipulations, or the requirements for relationship with Yahweh, are recorded in Exod 20:3–17 and Deut 5:7–21, among other places. Fourth, provisions for storing the covenant in the tabernacle and periodically reading it are recorded in several places (Exod 24:7; 25:21; Deut 10:5; 31:10–12). Fifth, Yahweh called heaven and earth as witnesses to the covenant (Deut 4:26; 30:19–20; 31:28). Sixth, Deuteronomy records an extensive list of blessings that accompany covenant faithfulness and curses that result from unfaithfulness to the covenant (Deut 27:11–28:68). [12] In sum, the Sinaitic covenant was a suzerain/vassal treaty between Yahweh and Israel.

Why All That Matters

The ancient Near Eastern context of covenant making and its relationship to the Sinaitic covenant helps us understand Yahweh's relationship with Israel. In rescuing Israel from Egypt and entering into a covenant with them, he proclaimed that he was their suzerain, their Lord and Father, and as such he required their loyalty. He would protect them and give them land, and in response they were to be loyal and obedient to him. First and foremost, this loyal obedience meant that Israel would worship Yahweh alone. To worship otherwise would be treason. Moreover, Yahweh outlined how Israel was to act toward others in order to demonstrate their loyalty and obedience to him.

It is crucial to note that the covenant Yahweh made with Israel was of his own initiative. Their loyal obedience—the proper response to the covenant relationship-was required, but it was not the basis of the covenant. The basis of the covenant was Yahweh's gracious acts toward Israel, not their obedience to him. $-Russ\ Meek$

Exodus-Leviticus	Deuteronomy		Joshua 24	
Introduction of Speaker	Introduction of Speaker		Introduction of Speaker	
Historical Prologue	Historical Prologue		Historical Prologue	
Stipulations	Stipulations		Stipulations	
Document Clause	Document Clause		Curses	
Blessings	Blessings and Curses		Witnesses	
Epilogue		Document Clause		
Witnesses				

Back to Basics Covenants

When brethren make statements as: "Jesus did not come to establish a covenant which was different from any previous arrangements," and "Jesus is the covenant victim, not a covenant maker or law-maker," it indicates a dire need to get back to basics. When men are so confused about the difference between the Old Covenant and the New Covenant, and affirm that God has only one covenant, it is time to get out the Bible dictionary and concordance and study God's word instead of listening to men.

Though a dictionary definition is not to be accepted as inspired of God, it does help to understand a subject. Thayer defines diatheke (covenant) as: "a disposition, arrangement, of any sort, which one wishes to be valid . . . a testament or will . . . a compact, covenant . . . we find in the N.T. two distinct covenants spoken of (Gal. 4:24), viz. the Mosaic and the Christian . . . This new covenant Christ set up and ratified by undergoing death . . . by metonymy . . . diatheke is used in 2 Cor. 3:14, of the sacred books of the O.T. because in them the conditions and principles of the older covenant were recorded" (136, 137). He defined nomos (law) as "anything established, anything received by usage, a custom, usage, law . . . a law or rule producing a state approved by God." When we examine the uses of these words in the Bible, we can see that Thayer has basically described what we read in God's word.

The first time the word "covenant" appears (though not necessarily the first covenant) is God's promise to Noah, "But I will establish My covenant with you ..." (Gen. 6:18). Later, God said, "Thus I establish My covenant with you: Never again shall all flesh be cut off by the waters of the flood; never again shall there be a flood to destroy the earth," and the "sign of the covenant" was the rainbow (Gen. 9:12, 13).

The next covenant is the threefold promise to Abraham (Gen. 12:1-3). The land promise is specifically called "a covenant" (Gen. 15:18), and an "everlasting possession" (Gen. 17:8). God kept his covenant with Israel (Josh. 21:43-45). The nation promise also is called everlasting covenant. "And I will establish My covenant between Me, you & your descendants after you in their generations, for an everlasting covenant, to be God to you and your descendants after you" (Genesis 17: 7). They became a "nation, great, mighty, and populous" while they were in Egypt (Deut. 26:5). As a "sign of the covenant" God commanded that descendants of Abraham to be circumcised (Genesis 17:10,11). Later, circumcision (Lev. 12:3) and the Sabbath (Exod. 31:16, 17) were given as a sign of the special relationship between God & Israel. In one sense both these things were covenants and in another they were also signs of a special covenant with Israel. The seed promise is called a covenant in Galatians 3:16, 17. This covenant was fulfilled in Christ and includes all nations (Gen. 22:18). That was not true of the nation and land covenants with Abraham.

The Old Covenant

There are many other "covenants" mentioned in the Old Testament. In fact, there are half a dozen that are called "everlasting" (Gen. 9:16; 17:8,19; 48:4; Exod. 40:15; Lev. 16:34; Num. 25:13; 2 Sam. 23:5; 1 Chron. 16:17). These, and more, are included in what is called the Old Covenant which God gave to the nation of Israel. The covenant given on Mt. Sinai was ratified by the blood of animals. Moses "took the Book of the Covenant and read in the hearing of the people. And they said, 'All that the Lord has said we will do, and be obedient.' And Moses took the blood, sprinkled it on the people, and said, 'Behold, the blood of the covenant which the Lord has made with you according to these words" (Exod. 24:7, 8). This is also called the Law of Moses, the Law of God, or simply the Law (Neh. 8:1, 8, 13).

When Hilkiah found "the Book of the Law in the house of the Lord" (2 Kings 22:8), Josiah learned about it and "read in their hearing all the words of the Book of the Covenant which had been found in the house of the Lord" (2 Kings 23:2). Obviously, not every "covenant" is a law (in the sense of being a rule to be followed by men). The covenant God made with Noah (Gen. 9:12, 13) did not demand any action on the part of man, but the covenant of circumcision (Gen. 17:13, 14) was a law (Gal. 5:2, 3), and to deny that the "Book of the Covenant" was also the "Book of the Law" is to deny plain Bible statements in order to maintain a false theory.

The New Covenant

The Messianic prophet said that "in the latter days" the law would go forth from Zion (Isa. 2:2, 3). In the forty-second chapter, God said: "Behold! My Servant whom I uphold, My Elect One in whom My soul delights! I have put My Spirit upon Him; He will bring forth justice to the Gentiles. He will not fail nor be discouraged, Till He has established justice in the earth; And the coastlines (Gentiles) shall wait for His law" (1, 4). The law that went forth from Zion was the law of "My Servant, My Elect One"! (To deny that Jesus was a law-maker is to argue with Isaiah!) It is called a better covenant, which was established on better promises (Hebrews 8:6), the second covenant (v. 7), a new covenant (of which Jesus is the mediator, 12:24) and the everlasting covenant (13:20). It is also called "the faith" which was revealed after the law had accomplished its purpose (Galatians 3:23-25). It is "the new covenant... the ministry of the Spirit . . . the ministry of righteousness" and those who do not see a difference between this and "the Old Testament (or Covenant)" have "minds that are hardened" (2 Cor. 3:6-14). It is "the law of liberty" by which we are blessed, and by which we will be judged (James 1:25; 2:12). It was ratified by the "blood of the new covenant" (Matt. 26:28). The fruit of the vine was "the new covenant in My blood (not the old covenant, Luke 22:20; 1 Cor. 11:25).

The Old Covenant was ratified by the blood of animals, but "the heavenly things themselves with better sacrifices than these" (Heb. 9:19-23). In his sacrifice, Christ took away "the first that He may establish the second. By that will we have been sanctified through the offering of the body of Jesus Christ once for all" (Hebrews 10:9, 10). (Those who say the only thing taken away at the cross was sin must be saying that he took away the first sin to establish the second sin! Those who say he took away the first priesthood to establish the second, have not helped their cause, because the change of priesthood demands a change also in the law, Hebrews 7:12.) When this covenant went into effect, sins were genuinely forgiven. On contrast to the first covenant, Hebrews 10:3, 4), and "there is no longer any offering for sin" (Hebrews 10:16-18).

The fact that there are many similarities between the two covenants does not prove that we live under the old covenant. (There are many similarities between my right hand and my left, but they are two different hands!) Have we forgotten: "God, who at various times and in different ways spoke in time past to the fathers by the prophets, has in these last days spoken to us by His Son, whom He has appointed heir of all things, through whom also He made the worlds" (Hebrews 1:1, 2)? If it is not in the New Covenant, which was dedicated by the blood of Christ, we cannot do it and please God. - Frank Jamerson

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The Difference Between Covenant & A Contract

What's the difference between a covenant & a contract?

Covenant

- it's the most solemn of all agreements
 - Irrevocable
 - In-dissolvable
 - a commitment valid until death
 - Sealed in blood
 - Not dependent on performance.

Contract

- Agreement between 2 parties
 - Dependent on the performance of each party
- If one fails to perform satisfactorily – the other party may cancel!

Contract VS Covenant

Comparison Table

Characteristics	Contract	Covenant
Meaning	A formal agreement between two parties, for example, a bride and bridegroom to be joined in holy matrimony	An agreement bringing forth a relationship between two people
Nature	A contract is legally binding and follows the laws of the land	A covenant is a spiritual agreement with no legal implications
Implications	When a contract is canceled or breached, the loyal party can take legal action against the party that breached it	A covenant is based on a perpetual promise. Therefore, it cannot be canceled or breached regardless of the steps the parties take in case of wrongdoing Difference Between.net

In today's legal usage, the words contract and covenant are almost interchangeable. But that was not true in the ancient world. Every covenant was based upon a contractual agreement, but a covenant differed from a contract in many ways. I'd like to mention just a few.

In contracts, the terms are negotiable; in covenants, they are not. God sets the terms of the covenant. The people may freely choose to accept or reject those terms, but rejecting the terms means the loss of any share in the covenant blessings.

Contracts are based upon the parties making promises; while covenants are only entered through the solemn swearing of an oath (sacramentum in Latin).

Contracts are normally based on profit; covenants are based on love. The former speaks to self-interest, while the latter calls us to

self-sacrifice.

Contracts exchange goods and services; covenants exchange persons.

Contracts are legal devices; they are conditional, and they can be broken. A covenant is more of a social organism; it is unconditional and ongoing. Even when it is violated, it is not thereby dissolved.

Contracts are limited in scope; covenants affect many (if not all) areas of life.

Contracts are limited in duration; covenants last for life, even extending to future generations.

We could list many other differences between contracts and covenants, but these will suffice. For we can see in these differences that every covenant includes a contractual element, but also that the covenant far surpasses the mere contract and establishes a much different kind of relationship.

The differences show us that God's covenantal relationship with humankind is non-negotiable, but freely accepted; that it is based on love; that it involves a sharing of our very lives—and His very life; that it is unlimited in scope. And that it is forever. In all of this, the divine covenant is very much like a marriage.





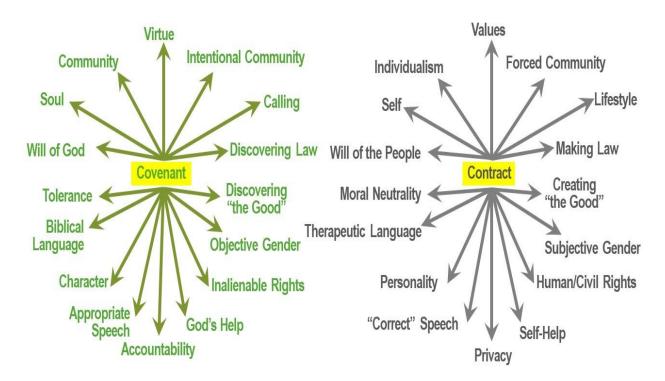
Contract vs. Covenant

Contract	Covenant
End date	Permanent
Conditional	Unconditional
Involves PART of a Person	Whole Being

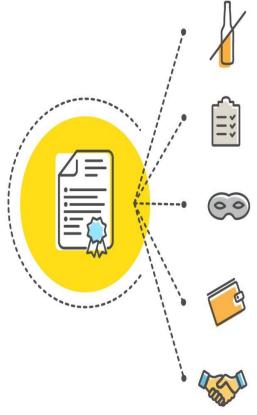
Contract vs. Covenant

Contract	Covenant
Obligation: "I have to."	Opportunity: "I want to."
Impersonal: "Involves something I have or do."	Personal: "Involves all that I am."
Conditional: "If you do you part, I'll do mine."	Unconditional: "I'll do my part whether you do yours or not."
Leverage: "I look out for my own best interest."	Loyalty: "I am looking out for your best interest."
Suspicion: "I want assurance that you will do your part."	Trust: "I will certainly do my part."
Business: "What will it take?"	Relational: "Whatever it takes!"
Compromise: "I'll meet you halfway."	Sacrifice: "I'll give 100%."
Temporary: "Once all stipulations have been met, the contract is over."	Permanent: "I will continue to do this as long as I draw breath."

Two Types of Community



THE FIVE ELEMENTS OF A CONTRACT



Two or more parties with legal capacity to make a contract

Neither party is a minor, mentally ill, on drugs, or drunk.

Resonably definite terms

The more open the terms are, the less likely it is that the parties intended the contract to be binding.

A lawful purpose

There can be no legal prohibition on the contract. For example, it can't be a contract to divide the proceeds of a robbery.

Consideration

Something (money, a forbearance, a return promise) given in exchange for the another party's promise.

Mutual Assent

Also called a "meeting of the minds," this requires that each party either makes a promise or begins or renders a performance and usually take form of:

An Offer: A display of willingness to enter into a bargain, such that another person is justified in thinking that accepting the offer forms a contract.

+

An Acceptance: A display of assent to the terms made in an offer, in the manner required by the offer.

Breach of Contract - An unjustifiable failure to perform terms of a contract.



amount of benefit received by the nonbreaching party

extent of performance by the breaching party

hardship to the breaching party

negligent or willful behavior of the breaching party

likelihood that the breaching party will perform the remainder of the contract

wiki How to Calculate Damages for Breach of Contract

How Do I Sue for a Breach of Contract?

Before filing a breach of contract claim, it is important to review the contract for any clauses that state whether or not a lawsuit may be brought.

For instance, the contract terms may only allow the parties to enter into mediation or arbitration to resolve an issue. There also may be a time limit or procedure that the parties have to follow before they can file a lawsuit.

Next, a party should also check if there are certain elements present for the case. For example, most breach of contract claims typically involve having to prove the following four factors:

- That they have entered into an actual contract and that the contract is considered to be valid according to contract laws;
- The party must be able to show evidence that they upheld their end of the bargain despite the other party not doing their part;
- The party also must be able to prove that the breach amounted to a material or substantial violation of the terms of the contract. Minor or technical errors in a contract will generally not qualify for breach of contract claims; and
- Lastly, the party must demonstrate that the losses they suffered were in fact caused by the breach and can be calculated with a reasonable degree of certainty.

After both of these initial steps have been completed and if it is possible, the party should then file a breach of contract claim with the proper court. — *Internet Search*

NOTE: Small Claims Courts Do Require Evidence of Actual Damages!

Suing God @ Unconscionable Contract Evidence Ruled Inadmissible

The Most Seldom of Breach of Contract Claims is Unconscionable Contract

- Unconscionable Contract: An unconscionable contract is one that is created in a way that provides one party with many benefits and the other with almost no advantages. This often occurs in cases where there is an individual or small company being taken advantage of by a larger entity during contract negotiations.
 - While this is not exactly a type of defense, if the court finds that the
 contract is unconscionable, then they will usually void (cancel) the
 contract, which will release the parties from any contract obligations.
 Also, in such a situation, no damages or remedies will be awarded.



Legal Brief: Significant/Salient

♣ NO PERSONAL UNDERSTANDING @DEALS WITH GOD

♣ MEN NEVER UNDER A GOD NEGOTIATED CONTRACT

♣ GOD OFFERED PEOPLES & HUMAN SPECIE COVENANT

♣ CHRISTIANS ARE FREE-WILL UNDER N.T. COVENANT

♣ N.T. COVENANT IS BETTER THAN ALL THOSE BEFORE

♣ N.T. COVENANT SUPERIOR TO BARGAIN CONTRACT

♣ IF WE WERE UNDER CONTRACT - IT'S NOT VIOLATED

♣ IF WE WERE UNDER CONTRACT - NO SMALL CLAIMS

♣ IF WE WERE UNDER CONTRACT - NO REAL DAMAGE

♣ IF WE WERE UNDER CONTRACT - NO REAL DAMAGE

A: Absolutely of Preach of Contract?

A: Absolutely Pot!!

Under both the Old & New Covenants there existed/exists certain conditional requirements to maintain/receive collectively/individually specific promises/blessings. During the New Testament Dispensation BAPTISM is an essential:

JUDGEMENT PREPARED FIVE STATIES FIVE STEPS

Five Steps For Saving:

- **HEARING**:
- Romans 10: 17; Matthew 7: 24 27
- BELIEVING:
- Hebrews 11: 6; Mark 16: 15, 16
- REPENTING:
- Acts 2: 38; 17: 30; Luke 13: 3
- **CONFESSING**:
- Matthew 10: 32, 33; Acts 8: 36, 37
- BAPTISM:
- Romans 6: 3 5; Acts 8: 36 38