Employed by Jesus:
Modern Agency Law in Colossians 3:22 – 4:1

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The modern legal concept of ‘agency’ provides insights into Paul’s exhortations in Colossians 3 to “work at whatever you do with all your heart, as working for the Lord, not for men.” As an educated Roman citizen, Paul was undoubtedly familiar with Roman legal principles, especially the highly developed set of rules governing business law in the first century. The Roman law that governed actions done at the request of another, including work by slaves for a master, was known as Mandamus. It is similar to our modern concept of Agency law. ‘Agency’ is a relationship in which one person (the agent) acts for or represents another (the principal) with their authority or permission. The most common expression of agency law today is found in the employment relationship.

Roman courts followed strict rules which required that agents be absolutely faithful to the directives of the principal. Much of our modern agency law has its roots in this Roman system. However, Roman law in the first century did not require that the principal would be directly legally responsible for an agent’s action. Thus, somewhat surprisingly, Paul’s exhortations move beyond the rules of Roman law and actually anticipate our current concepts of agency.

This paper will describe how the modern concepts of agency law are reflected in Colossians 3:22 – 4:1. This paper will conclude with several reflections on what it means for Christian employees and managers to “work for the Lord” within the context of agency law. These principles have the capacity of transforming the meaning of the workplace for Christians.
Historical Background of Roman Law

By the first century, Rome had developed an extremely complex legal system. For example, a lawsuit had to follow an extremely rigid formula or it would be dismissed. Roman courts subdivided the law of contracts, obligations and “wrongs” (personal injury or property damage) into exceedingly minute categories. (Radin) Although Roman law was the predecessor to English common law, on which American law is based, some of the Roman rules were much more complex than modern American law.

Most business transactions in first century Rome were actually conducted by slaves on behalf of their masters. There were also other instances where one person represented another, such as in a court hearing. (there was no separate occupation for attorneys). Sometimes, the representation didn’t go as expected. Thus, there needed to be some workable system that would enforce a representation agreement or remedy a wrong resulting from an action (or failure to act) on behalf of another. For example, if Master Polonius directed slave Atticus to purchase a horse on his behalf from Julius and Julius actually delivered the horse to Polonius, what if Polonius refused to pay Julius, even though he had received the horse? In other words, could Julius argue that since Atticus was acting for Polonius, then Polonius must pay for the horse? Would Julius win in a Roman court against Polonius?

While it may seem obvious to us today that Polonius would of course be liable for actions done by Atticus on his behalf, the answer in Rome was ‘no.’ Mandate law, as with other areas of Roman law, was complicated. A Roman judge would agreed that if P instructed A to do some action and A agreed, then A was obligated to perform. But, unless P specifically agreed to, P was under no obligation to compensate A for his services, reimburse him or even to be obligated to others by the result of A’s actions. The Roman justices reasoned that an individual’s contractual obligations could only arise from that person’s direct agreement to be bound, and not by an indirect, automatic legal rule. Thus, under Roman law, in the situation above, if P refused to pay Julius for the horse, Julius could not sue P directly to recover the funds owed for the payment of the horse. Julius would have to sue A, the slave. Of course, A would then turn to his master, P, and ask for help in paying any judgment from the lawsuit, but there was no guarantee that a Roman judge would order P to repay A. The rule of mandamus was the same whether A
was a slave or a free citizen. The only way A could protect himself if P reneged on the deal would be to insist on a promise from P that if A carried out P’s directive, then P would pay for any consequences. Obviously, slaves (who often did have their own funds) would unlikely be in a position to insist on such an agreement from their master.

Thus, the Roman law of Mandamus was rather clumsy. It required multiple legal actions by an innocent third party before a master could be held responsible for his agent’s, or slave’s actions. Roman judges eventually disallowed a master’s repudiation of a contract entered into by his slave at his direction. Yet a third party was still required to sue the slave directly for any recovery. (Radin).

Modern Agency Law
In contrast to the first century law of Rome, modern American agency law assumes obligations by the parties, whether they have affirmatively stated these or not. A further explanation of agency law may be helpful. Agency is the most pervasive legal relationship in the business world today. It’s not just limited to functions with “agency” in the name, such as real estate or insurance agents. Instead, agency is the mechanism that allows a business to engage employees to perform its operations. A corporation could not exist without the agency concept.

Agency law concepts in the United States came from England. The English common law rules were based on the Roman law of Mandamus. Yet, as discussed below, the modern law resolves some of the difficulties inherent in the Roman law. Although the Apostle Paul would presumably write from his experience of Roman law, it appears that his writings anticipate the direction of modern agency law.

The basic concepts of modern agency law are as follows. An agent who acts on behalf of a principal becomes a fiduciary. Fiduciary comes from a Latin word meaning “faithful.” (Black’s). The agent is under three legal obligations. First, the agent must act “loyally for the benefit of the Principal in all matters connected with the agency.” (Restatement of Agency, 3rd, section 8.01). This is known as the duty of loyalty. Thus, if the principal sends the agent out
to negotiate a contract, the agent must act in the principal’s best interests. An agent must not compete with the principal or represent another competing principal at the same time.

Second, the agent must act with reasonable care and diligence in following instructions from the principal. The agent must do what the principal asked. **This is known as the duty of obedience.** Finally, when the task is completed, the agent must report back to the principal about the outcome of the action. **This is known as the duty of accounting.** An agent who fails in any of these assumed duties faces personal liability for their actions. (Restatement of Agency, 3\textsuperscript{rd}, Sections 8.04, 8.08 and 8.11).

The principal’s obligations under agency law are separate but similarly significant. First, the principal must properly explain the task to the agent. **This is known as the duty of direction.** If special tools or training are necessary to perform the work, these must be provided by the principal as part of the duty of direction.

Second, the principal must compensate the Agent for the work and indemnify the agent for any adverse consequences from the agent’s actions. (Restatement of Agency, 3\textsuperscript{rd}, Section 8.14). **The duty of payment** simply means that any expenses incurred by the Agent should be paid by the Principal.

Finally, and most significantly, modern agency law provides that **the principal is bound** by the Agent’s actions that are done at the Principal’s directives. When the agent acts on behalf of the Principal, it is as if the Principal himself or herself had done the activity. The Principal is thus liable to a third party who had negotiated directly with the Agent, unlike Roman law. (Black’s).

Paul’s use of Agency Concepts
All of these agency concepts are explicit in Colossians 3:22-4:1 and Ephesians 6, the so-called “Household Code” passages. As Sumney explains, in these sections, Paul particularly addresses the practicality concerns of ordinary Christians. How does a Christian wife, husband, child, or slave live the precepts of Christian faith, especially in the context of a non-Christian household?
The overarching imperative is actually found in Colossians 3:17: “Whatever you do, do it for Christ.”

The pertinent text is:

_Slaves, obey your earthly masters in everything; and do it, not only when their eye is on you and to win their favor, but with sincerity of heart and reverence for the Lord. 23 Whatever you do, work at it with all your heart, as working for the Lord, not for men, 24 since you know that you will receive an inheritance from the Lord as a reward. It is the Lord Christ you are serving. 25 Anyone who does wrong will be repaid for his wrong, and there is no favoritism._

_Masters, provide your slaves with what is right and fair, because you know that you also have a Master in heaven._ (New International Version)

I will discuss the application of this passage to the modern concept of agency using the legal terms, agent and principal, instead of slave and master. The agent’s duty of loyalty is assumed in verses 22 and 23. To work “with sincerity’ and “with all your heart” requires a single-minded devotion to the work of the principal. The duty of obedience is implied in these verses, but is even more explicit in the parallel passage of Ephesians 6:5, “slaves, obey your masters.”

Although somewhat obscure, I believe verses 24 and 25 reference the agent’s obligation to provide an accounting for work performed. The key words in this, “receive,” “reward”, “repaid” are all business terms. “Reward” is more correctly translated “recompense,” with the meaning of: “I render a full return for something received.” (Hendrickson, 1979). Again, in the context of agency law, the use of such language clarifies Paul’s intent.

The obligations of the principal as defined in modern agency law are also present. “Provide for your servants what is right and fair” may be interpreted as the duty of direction and the duty of compensation. The New International Version’s rather tame translation, “right and fair,” is more direct in Greek: “Masters, justice and equality to slaves grant.” This could be interpreted as a general reminder to masters to comply with the law, as in Romans 13:1, “submit…to the governing authorities.” However, I believe Paul’s focus is more radical.

The Greek word for “right” is “dikaios,” often translated as “legal, just or righteous.” The word translated here as “fair,” is “Isotes” meaning “alike, equal, or fair.” (Note that this is the same root word for an isosceles, or equal-sided triangle). “Fairness” is a broader concept than compliance with law. Here, Paul may be reflecting the Roman concept that allowed Judges to
fashion an equitable remedy when the law was inadequate. “Law is the art of doing equity” was famously first proclaimed by Celsus the Younger in 100 A.D. (Radin, 1927). If masters truly accorded justice and equality to slaves, then there would no longer be slavery. This is likely the point behind Paul’s encouragement to Philemon, who was a church leader and slave owner in Colossae, to welcome back the runaway slave, Onesimus, “as you would welcome me.” (Philemon 17).

What about the third duty of the principal? Does Paul’s exhortation assume that the master is bound by his agent’s action, even if that agent is a slave? Again, it could be argued that “justice and equality to slave, grant” is broad enough to include this. But we also see the obligation of the master to be obligated by the agent’s action in the Philemon letter. Paul writes:

“If I am your friend, give him the same welcome you would give to me if I were the one who was coming. If he has harmed you in any way or stolen anything from you, charge me for it. I will pay it back.” (Philemon 17 -19)

In this text, Paul affirms that the disgraced slave is his representative. Whatever Onesimus has done is charged to Paul’s account. In the first century, this would challenge the social order. Slaves were without rights, yet Paul affirms their value by called Onesimus his son.

So far, this paper has discussed how the unique aspects of modern agency law are illustrated in Paul’s letters of Colossians and Philemon, contrary to the contemporary Roman law. However, the radical nature of Paul’s position has just begun. Paul extends the agency concept much further. Christ, the Master, is the Principal, to which all Christians are agents.

“So all in the name of the Lord Jesus” and “work for the Lord” are explicit statements of agency. Christian masters are reminded in Colossians 4:1 that they are also agents in their relationship with the Lord. I believe all of the modern concepts of agency law are also present in the relationship between Jesus and the believer. Christians are obligated to be loyal to Jesus, as described above. They are to be obedient and follow his directions. Believers are obligated to give an accounting to him.
I believe the modern agency obligations of a principal are also present here as they apply to our Lord. Verse 25 assumes that Jesus gives us direction, so that our failure to comply will have consequences. The duty of compensation…

Finally, is Jesus bound by the agents who act on his behalf? To phrase this more personally for me as a believer, does my work reflect back on Jesus? Has Jesus accepted my work as his own? Again, v. 24 implies that good work we do on Jesus’ behalf will be accepted by him, since he gives out a reward.

The implications of Col. 3:17 – 4:1 go beyond the Roman rules of agency and first century slavery. We can appropriate these words to our workplace situations. As believers, we do not just work for an ordinary employer, such as a Starbucks, Microsoft, or even Northwest University. Instead, we work for the Lord. Jesus is our boss. He provides direction. He is our ultimate paymaster. He is honored (or not) by our actions. What we do does have eternal consequences. Ultimately, our work is meaningful because “it is the Lord Christ you serve.”

More particularly, Christians should be exemplary employees. They should be loyal, hard-working and enthusiastic. They should seek ways to promote the organization. They should devote their full energies to the job during work hours. They shouldn’t cheat their employer on their time sheet nor pad their expense accounts. They should come to work with a glad and full heart. They should look forward to Monday mornings.

Christian managers likewise have a high calling. They should demonstrate fairness in the workplace. They should always ask themselves “what would Jesus do” in a particular situation. Christian managers need to take seriously their responsibility to give an accounting to the Lord of their performance and the consequences of their actions.

This also means that Christian employers should accept responsibility for the workplace environment. Are promotional opportunities and compensation fair? Do employees feel valued and appreciated? Are workers developing new or stronger skills? What if all employees knew
that their manager cared about their personal development? What if everyone was involved in a mentoring relationship? Are employees excited and proud to work here?

Certainly this is a challenge for employees and employers. Workplaces are not perfect. Managers, even Christians, make mistakes. But as this text encouraged first century slaves, it should exhort us to live out our calling as agents of our Master. Ultimately, we are really employed by Jesus.

References


Radin (1927), Handbook of Roman Law. West Publishing, St. Paul, Minn.

