

**PROMISSORY OBLIGATION  
AND ITS STRUCTURE OF JUSTIFICATION**

by

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A thesis submitted to the Department of Philosophy

In conformity with the requirements for

the degree of Master of Arts

Queen's University

Kingston, Ontario, Canada

(August 2015)

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## Abstract

In my view, the central disagreement in contemporary discussion of promissory obligation stems from two contrasting conceptions of the *function* of the obligation of promise keeping. Simply put, the disagreement is over whether to view promissory obligation as arising from the need to *protect* something of value or to view it as arising from the need to make *attainable* something of value. The main thesis for which I shall argue is that the Attainment View is problematic. To this end, I offer two lines of argument against the view, one negative and one positive. Negatively, I shall show that the perceived advantages of the Attainment View over the Protection View are more apparent than real. Positively, I shall argue that the Attainment View faces an irresolvable dilemma when it comes to a range of pertinent cases, cases that involve promises which are morally impermissible for the promisor to carry out.

My thesis is organized as follows. Chapter 2 introduces the Practice View and the Expectation View of promissory obligation, supported respectively by Hume and Rawls on the one hand and Scanlon on the other. The views are unified by their conception of promissory obligation as serving a protection function. In Chapter 3, I discuss three variants of the Normative Power View of promissory obligation, advocated separately by Raz, Shiffrin and Owens. Common to all three is the idea that promissory obligation serves an attainment function. In the fourth and final Chapter, I spell out in more detail the contrast between the Protection View and the Attainment View, and I raise two lines of the argument against the latter position.

## **Acknowledgements**

This thesis would not have been possible without my supervisor, Dr. Rahul Kumar, and members of my Thesis Examining Committee. Thank you.

I would not have been possible without my parents, HongYan Liu and BaoYi Zhang. I am forever grateful.

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# Chapter 1

## Introduction

A central problem with explaining promissory obligation may be put in the following way. Typically, by uttering the formula, “I hereby promise to do X”, somehow or other I come under a moral obligation to perform the promised act, unless the promisee consents to my doing otherwise. “Somehow or other *how?*” no doubt we should like to know, and this is how the problem gets off ground.

What we are after is an account of promising – an account of what goes on in the making and receiving promises – that justifies the obligation of promise keeping. Talk of obligation and justification, without further clarifications, is likely to give rise to misunderstanding, so allow me to refine what I mean in the following way. I shall treat the notion of moral obligation to be explicable in terms of the notion of moral impermissibility. To say that one is under a moral obligation to do X is to say that it is morally impermissible for one to not do X.<sup>1</sup> Furthermore, I shall treat the notion of justification to be explicable in terms of two notions, that of value and that of reason. In the present context, to say that a moral obligation is justified is to say that there is some value, on the basis of which there are reasons that sufficiently count in favour of the obligation at issue. Hence, in seeking the justification of promissory obligation, I shall assume that we are seeking the value that underlies the making and receiving of promises, which gives rise to reasons that sufficiently count in favour of the moral impermissibility of promise breaking.

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<sup>1</sup> The notion of moral impermissibility is sensitive to the distinction between an act being *pro tanto* obligatory and it being all things considered obligatory. The reasons that justify the moral impermissibility of promise breaking, being *pro tanto*, may be overridden by competing reasons in some cases. It may therefore be morally permissible all things considered to default on one’s promise in some cases.

There are, to be precise, two questions of justification at issue, which are, first, what is the value that justifies the obligation of promise keeping, and second, in what way does the value justify this obligation. The first question is a substantive question concerning the content of the value of promising. Call it the *Substantive Question of Justification*. The second question is a formal question concerning the justificatory structure of promissory obligation. Call it the *Formal Question of Justification*. As I shall show presently, agreement over the former question need not dictate agreement over the latter question, and *vice versa*.

In my view, the central disagreement in contemporary discussion of promissory obligation stems from two contrasting conceptions of the *function* of the obligation of promise keeping. Simply put, the disagreement is over whether to view promissory obligation as arising from the need to protect something of value or to view it as arising from the need to make attainable something of value. On the one side, philosophers such as David Hume, John Rawls and T.M. Scanlon hold that the obligation to keep promises serves what I shall call a *protection function*; it serves to protect something of value which we have reasons not to undermine or exploit. On the other hand, philosophers such as Joseph Raz, Seana Shiffrin, and David Owens maintain that promissory obligation serves what I shall call an *attainment function*; promissory obligation, under this view, is seen as that which facilitates the attainment of something of value which we have reasons to want. As I shall make clear in Chapter 4, the Protection View and the Attainment View dictate two contrasting accounts of the structure of justification promissory obligation is to take.<sup>2</sup>

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<sup>2</sup> It may be fruitful to provide a brief overview of the relations between the several labels I use. The labels “Protection View” and “Attainment View” describe two conceptions of the function of promissory obligation. These two conceptions in turn dictate two contrasting answers to the Formal Question of Justification. I discuss two versions of the Protection View – the Practice View and the Expectation View. The two views agree over the Formal Question of Justification, but diverge over the Substantive Question

The main thesis for which I shall argue is that the Attainment View is problematic. To this end, I offer two lines of argument against the view, one negative and one positive. Negatively, I shall show that the perceived advantages of the Attainment View over the Protection View are more apparent than real. Positively, I shall argue that the Attainment View faces an irresolvable dilemma when it comes to a range of pertinent cases, cases that involve promises which are morally impermissible for the promisor to carry out.

My thesis is organized as follows. Chapter 2 introduces the Practice View and the Expectation View of promissory obligation, supported respectively by Hume and Rawls on the one hand and Scanlon on the other. The views are unified by their conception of promissory obligation as serving a protection function. In Chapter 3, I discuss three variants of the Normative Power View of promissory obligation, advocated separately by Raz, Shiffrin and Owens. Common to all three is the idea that promissory obligation serves an attainment function. In the fourth and final Chapter, I spell out in more detail the contrast between the Protection View and the Attainment View, and I raise two lines of the argument against the latter position.

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of Justification. I then discuss three versions of the Attainment View – the views of Raz, Shiffrin and Owens. Again, all three agree over the Formal Question of Justification, but disagree over the Substantive Question of Justification. Lastly, the justificatory structure associated with the Attainment View has been widely referred to in the literature as the Normative Power View. Though for the most part the labels “Attainment View” and “Normative Power View” may be used interchangeably, I should like to note that the former label goes beyond the latter in that it proffers an explanation as to why this particular justificatory structure is called for.

## Chapter 2

### The Protection View

By the Protection View, I mean the conception of promissory obligation as serving a protection function, that is, as protecting something of value which we have reasons not to undermine or exploit. As to the substantive content of the value in question, particular versions of the Protection View diverge. In this Chapter, I shall discuss the Practice View and the Expectation View of promissory obligation. My aim here is twofold: first, to show that the Practice View and the Expectation View are indeed two particular versions the Protection View, and second, to present objections against each version, so as to motivate my negative argument against the Attainment View in Chapter 4.<sup>3</sup>

#### 2.1 The Practice View

The analysis of promissory obligation under the Practice View is carried out in three steps. First, there is the social practice of agreement-making, which consists in a set of rules and norms that is generally accepted within a given group for the regulation of promissory communication. Second, there is the assessment that the existence of this social practice is beneficial to members of that given group. And lastly, there is the moral judgment to that effect

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<sup>3</sup> Here is a brief preview of my negative argument against the Attainment View. I shall contend, in this Chapter, that the Expectation View is the more defensible version of the Protection View. I shall further contend, in Chapter 4, that the objections commonly leveled against the Expectation View arise from certain structural features of the Protection View. If I am able to defend the Expectation View against these objections, then the Attainment View cannot claim *on these grounds* that it is preferable to the Protection View.

that, in light of the beneficial nature of this practice, members of that given group have an obligation to abide by its rules and norms.<sup>4</sup>

For both Hume and Rawls, the value of promising lies in its ability to stabilize certain types of cooperative arrangements between individuals.<sup>5</sup> Take Hume's example. Your cornfield is ready for harvest today, and mine will be so tomorrow. It would be beneficial for us both if we join efforts – I aid you with your harvest today and you reciprocate the favour tomorrow. But in such circumstances, cooperation is especially difficult because one party to the potential agreement must perform before the other, and is thereby made vulnerable to the other's noncompliance.

For cooperation of this kind to be stable, there needs to be a way to assure the person who performs first that her effort will not be in vain. Promises are meant to provide this assurance. A basic rule of promising is to be some variant of the following: that if one says to another, "I hereby promise to do X", one is to do X, unless the promisee permits one to do otherwise. It is important to note that this rule is not itself a moral principle, but is, as Rawls says, akin to a rule of a game.<sup>6</sup>

Because abiding by the rules of promising enables certain cooperative arrangements to take place, members of a given group have prudential reasons to favour their adoption. Once, as a

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<sup>4</sup> To see how the Practice View justifies certain obligations outside the context of promising, consider the social convention that people are to drive on the right side of the road rather than the left side. It is not required that a given group adopts this particular convention for the regulation of traffic flow. In fact, its converse can prove just as effective and beneficial. However, once, as a contingent matter, this convention is widely adopted and acted upon in a given group, members of that group are obligated to abide by its mandates.

<sup>5</sup> Rawls, *A Theory of Justice*, 304-5. Hume, *A Treatise of Human Nature*, 3.2.5.8.

<sup>6</sup> Rawls, *A Theory of Justice*, 303. It should be obvious why Rawls thinks this. Under the Practice View, the rules of promising gain their moral significance from being part of a valuable social practice. If the rules themselves are morally justifiable independently of the practice they constitute, then the Practice View is rendered superfluous.

contingent matter, the rules are generally accepted and acted upon in a given group, a social practice of promising emerges.

Under the Practice View, promissory obligation is then derived from the moral judgment that individuals are obligated to abide by the rules of an existent beneficial social practice. For Hume, the judgment takes the form of a sentiment of impartial disapprobation, directed at acts of promise breaking, reflecting the recognition that such acts undermine a valuable social practice.<sup>7</sup> For Rawls, the judgment is entailed by his Principle of Fairness, which states that, having voluntarily accepted the benefits of a just social institution, one is under a moral obligation to do one's part as specified by the rules of that institution. Failing to do so amounts to free-riding, which, according to the Principle of Fairness, is morally impermissible.<sup>8</sup>

The Practice View is therefore committed to the following two claims. First, the substantive value that underlies the making and receiving of promises is the value of an existent social practice of agreement-making. Second, acts of promise breaking are morally impermissible because such acts undermine or exploit this valuable social practice. According to the Practice View, then, the obligation of promise keeping is justified by the reasons we have to protect the value of promising. It is therefore a version of the Protection View as I have expounded the notion.

In what follows, I shall present three difficulties with the Practice View. My aim is to show that the Practice View is not a defensible version of the Protection View. Consider, first, what I shall call the *non-starter problem*.<sup>9</sup> The Practice View says that promissory obligation arises out of a social practice of promising. This means, among other things, that the practice

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<sup>7</sup> Hume, *A Treatise of Human Nature*, 3.2.5.11-2.

<sup>8</sup> Rawls, *A Theory of Justice*, 301.

<sup>9</sup> Van Roojen, "Scanlon's Promising Proposal and the Right Kind of Reason to Believe," 64-6.

must predate the obligation. It is only after the practice of promising is widely accepted and acted upon that promissory obligation comes to be. But if this is so, then how is the practice sustained to the point of wide social adoption in the first place? Prior to the generation of the obligation of promise keeping, individuals do not yet have an obligation of fidelity. They may choose to follow through with their word, but they may also choose to let their word fall through. Either option is morally permissible. It is doubtful, I think, that a social practice of promising could be sustained to the point of wide social adoption on such a fragile and slender normative basis.

There is, to be sure, recourse for the Practice View. For it may posit that, as it so happens, enough initial promisors erroneously thought themselves as under an obligation to perform the promised act, so that the practice eventually secured wide social acceptance. This commitment to a large-scale error theory is certainly not incoherent. But I think it does establish a strong presumption against the Practice View.

Consider, next, the Practice View's claim that the wrong involved in promise breaking is the wrong involved in undermining or free-riding on a valuable social practice. This claim may be challenged in two ways. First, there seems to be cases where, though a social practice of promising is absent, one is nonetheless under a promissory obligation to perform certain acts. Take Scanlon's "state of nature" example.<sup>10</sup> Two hunters, A and B, find themselves at the opposite banks of the same river. A's weapon has accidentally landed on B's side of the river, and ditto for B's weapon. Now, suppose A leads B to form the expectation that, were B to throw A's weapon back to A, A would do the same for B. Suppose B acts on this expectation, and B throws back A's weapon. It seems, even without the presence of a social practice of promising, were A to simply walk away without returning B's weapon, A would have done something wrong.

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<sup>10</sup> Scanlon, *What We Owe to Each Other*, 296-7.

Moreover, the wrong involved here seems to be the same wrong that is involved in acts of promise breaking.

There is a second way to challenge the aforementioned claim. If, as the Practice View claims, the wrong involved in promise breaking is the wrong done to a social practice, then it is a wrong done to everyone who contributes to the practice collectively. But this way of explaining the moral impermissibility of promise breaking locates the impermissibility in the wrong place.<sup>11</sup> The obligation to keep one's promises, we tend to think, is owed specifically and principally to the person to whom the promise is made. Defaulting on one's promises, that is to say, distinctly wrongs the promisee.

The thought that promissory obligation is directed specifically at the promisee is vindicated by the following considerations. Typically, when one reneges on one's promise, an apology is owed primarily, if not exclusively, to the promisee. Moreover and relatedly, if the promisor fails to perform the promised act, the promisee has distinct grounds on which to launch a moral complaint. "It is not just that you have done something wrong," we may imagine the promisee say, "you have done something that wronged *me*." However, on the Practice View, though the promisee does have grounds to complain in cases of promise breaking, her grounds would be no different than the grounds of everyone else who contributes to the social practice of promising, namely in the form, "you have done something wrong because your action harms a practice to which we all stand to benefit." The role of the promisee, under the Practice View, loses its characteristic distinctness.

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<sup>11</sup> Scanlon, *What We Owe to Each Other*, 316.

There may again be recourse for the Practice View. For it may claim that part of the constitutive rules of promising is just the stipulation that promise breaking specifically wrongs the promisee. Besides appearing glaringly *ad hoc*, this reply confronts a further difficulty. The rules of promising are not themselves moral principles. Rather, they gain moral significance as the result of being justified by the beneficial nature of the practice they constitute. Now, if the rules include the stipulation that defaulting on one's promises specifically wrongs the promisee, then this stipulation too is justified by the value of the practice. But, as far as this value is concerned, there are no reasons to accord the promisee distinct moral status. For all we need to protect the value of a social practice of promising is the moral verdict that promise breaking is impermissible. It should not matter, under the Practice View, whether the impermissibility is grounded in a wrong done specifically to the promisee or done to everyone who contributes to the practice collectively.

In my view, the difficulties rehearsed above against the Practice View are jointly sufficient to render it untenable. These difficulties, moreover, lead Scanlon to offer an alternative and more defensible account of promissory obligation, one that is not rooted in the reasons we have to not undermine or free-ride on a valuable social practice, but is instead rooted in the reasons we have to not frustrate certain expectations we voluntarily induce in others.

## **2.2 The Expectation View**

According to Scanlon, the obligation of promise keeping is a special case of a broader set of obligations that govern certain expectations we voluntarily induce in others. These obligations are justified by the reasons we have to not frustrate expectations we voluntarily lead others to form about what we intend to do. Let us, for the sake of brevity, call these reasons *expectation-related reasons*. For Scanlon, such reasons fall under two broad categories: those that are derived

from the value of loss prevention, and those that are derived from the value of assurance.

Promissory obligation belongs to the latter category.<sup>12</sup>

The two categories of expectation-related reasons give rise to distinct moral principles, and by implication, distinct moral obligations. Consider, first, reasons that have to do with the value of loss prevention. Suppose you are in need of a ride to the airport tomorrow morning. You communicate this need to me, and I tell you, in response, that I will drive you there. I need not make you a promise. I may simply inform you of my intention to give you a lift. Suppose I say to you, “Don’t worry. Tomorrow is my day off. I should be able to give you a ride.” Assuming you have no reasons to doubt my sincerity or honesty, it is likely that I have now voluntarily led you to form an expectation about my future conduct. The question is what obligations, if any, I have incurred as the result of inducing this expectation in you.

Nothing I have said precludes me from changing my mind. I have not made you a promise, nor are the circumstances such that what I have said amounts to a promise. It is therefore

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<sup>12</sup> It might be helpful to outline the contractualist moral framework under which Scanlon operates. In particular, it might be helpful to provide a contractualist explanation of the generation connections between three notions: reasons, moral principles and moral obligations. Contractualism holds that “an act is wrong if its performance under the circumstances would be disallowed by any set of principles for the general regulation of behaviour that no one could reasonably reject as a basis of informed, unforced general agreement.” (Scanlon, *What We Owe to Each Other*, 153.) To simply matter greatly, the overall contour of contractualism is shaped by three main ideas. First, moral permissibility and impermissibility of an act is determined by its justifiability to others. Second, an act is not justifiable to others if it is prohibited by a conduct-governing principle no one, suitably motivated, has reasons to reject. Third, an individual is suitably motivated just in case she accepts the ideal of justifiability as governing her conduct, that is to say, just in case she accepts the first and second points mentioned above.

Here is a rough sketch of how the notions of reasons, moral principles and moral obligations piece together under contractualism. One is under a moral obligation to do X if not doing X is morally impermissible. Not doing X is morally impermissible if X’s non-performance is disallowed by a conduct-governing principle no one, suitably motivated, could reject with reasons. In short, contractualism says that moral obligations are a function of moral principles, which in turn are a function of reasons.

We are now in a position to reach a fuller characterization of Scanlon’s Expectation View. Structurally, the view says that we have an obligation to keep promises because promise breaking is disallowed by a conduct-governing principle no one could have reasons to reject. Substantively, the view says that the reasons at issue have to do with the reasons we have to not frustrate expectations we voluntarily induce in others about what we intend to do.

not plausible to say that, absent your consent, I am under a moral obligation to drive you to the airport. But it is equally not plausible to say that I am under no expectation-related obligations whatsoever. Suppose, shortly after our talk, I find out that, contrary to what I have believed, I am in fact scheduled to work tomorrow, and I therefore cannot give you a lift. At a minimum, I am under an obligation to give you a timely warning about the change of plan; I may not simply leave you in the dark and ignore the significant loss you would suffer as the result, i.e. missing you flight.

Scanlon contends that the judgment that “it is not unreasonable to refuse to grant others the freedom to ignore the losses caused by the expectations they intentionally or negligently lead others to form” justifies the following principle of loss prevention:<sup>13</sup>

Principle L: If one has intentionally or negligently led someone to expect that one is going to follow a certain course of action, X, and one has good reason to believe that that person will suffer significant loss as a result of this expectation if one does not follow X, then one must take reasonable steps to prevent that loss.

Regarding the airport lift case above, Principle L renders the correct moral verdict. L does not dictate that I am obligated to give you a ride to the airport. It does dictate, however, that I am obligated to take reasonable steps to prevent your loss were I to change my mind. Of course, what counts as “reasonable steps” is dependent upon the context. But in this case, a timely warning is certainly reasonable.

The moral reasoning behind Principle L, moreover, sheds light on the content of the expectation one is warranted to form in certain situations. In the airport lift case, you are not

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<sup>13</sup> Scanlon, *What We Owe to Each Other*, 300-1.

warranted to form the firmer expectation, that I will drive you to the airport unless you consent to my not doing so. However, given Principle L, you are warranted to form the weaker expectation, that I will drive you to the airport unless I warn you that I will not do so or take some other reasonable steps to prevent your loss.

It should be clear that Principle L is not a principle of promising, for L may be satisfied in various ways. Depending on the details of the case, timely warning, fair compensation or actual performance may each satisfy L's requirement of loss prevention. In contrast, promissory obligation is more stringent. Having promised you that I will do X, my obligation to you may not be discharged by giving you a timely warning or providing you with compensation. In general, promises demand performance. In order, then, to reach a principle of promising, we are to look beyond Principle L and its underlying value of loss prevention.

According to Scanlon, promissory obligation is grounded in another subset of expectation-related reasons, one that centers around what he calls the value of assurance. Take Scanlon's Guilty Secrete example, which is meant to illustrate this value.<sup>14</sup> You are visiting a university for a term. Shortly after your arrival, you are surprised to encounter Harold, an old acquaintance from your younger days with whom you have lost touch. Harold asks you to promise him not to reveal a past indiscretion of his while you are visiting the university – an incident which he recalls with extreme shame and embarrassment, but which you consider quite inconsequential.

As Scanlon observes, whether or not you make Harold the promise, revealing the incident would be wrong because doing so gratuitously injures Harold. However, if you do make Harold

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<sup>14</sup> Scanlon, *What We Owe to Each Other*, 302-3.

the promise, revealing the incident would be wrong for a further reason. For doing so violates your obligation of promise keeping. The question for Scanlon is how to account for the wrong of promise breaking on the basis of expectation-related reasons.

Scanlon's answer is that, by revealing Harold's past indiscretion, you would be undermining something of value to Harold, which is secured by your promise, namely, the assurance that certain things are not to happen. Scanlon's general thought here is that, because assurance of this kind is valuable, and because defaulting on one's promises undermines this kind of assurance, promise breaking is morally impermissible. Two crucial questions remain. First, what is meant to be captured by this notion of assurance? And second, what does its value consist in?

Though Scanlon himself does not provide a precise definition for the notion of assurance, I believe a plausible specification can be given. I conceive of assurance as the grounds on which an agent A is warranted to form a certain kind of expectations about the conduct of another agent B. The content of the expectations at issue is of the form, *B will do X unless A consents to B's not doing so*. Call this kind of expectations *F expectations*. Accordingly, B gives assurance to A (and A receives assurance from B) just in case B provides A with warranted grounds to form F expectations. B succeeds in assuring A (and A succeeds to be assured by B) just in case A does form F expectations on the grounds B provides. Conceived this way, assurance is a way of referring to the content of the expectations one is warranted to form about what another is to do.

The value of assurance, then, is the value of forming warranted F expectations. In some cases, the value is in part experiential. For Harold, the value of being assured that you will not

reveal his indiscretion may partly consist in the value of freedom from worry.<sup>15</sup> In some cases, the value in part has to do with reliance. By assuring you, rather than simply informing you, that I will do X, you may now hold my doing X as a fixed point in your deliberation, and you may now plan you activities with greater confidence.<sup>16</sup>

However, as Harold's case demonstrates, the value of assurance consists in more than its experiential and reliance values. What Harold has reasons to want is not mere freedom from worry, nor is Harold's principal concern that he wants greater confidence in planning his affairs. Rather, what people in Harold's position want is for certain things to happen, or, in Harold's case, not to happen. For them, the value of assurance is principally the value of knowing, or coming as closely to knowing as possible, that a state of affairs they care about will or will not obtain.<sup>17</sup>

Given that there is value in forming warranted F expectations, we have reasons to not frustrate this kind of expectations once they are justifiably formed. Scanlon therefore thinks that the following principle of fidelity is a principle that we all can reasonably accept:<sup>18</sup>

Principle F: If (1) A voluntarily and intentionally lead B to expect that A will do X (unless B consents to A's not doing so); (2) A knows that B wants to be assured of this; (3) A acts with the aim of providing this assurance, and has good reason to believe that he or she has done so; (4) B knows that A has the belief and intentions just described; (5) A intends for B to know that, and knows that B does know it; and (6) B knows that A has this knowledge and intent;

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<sup>15</sup> Scanlon, *What We Owe to Each Other*, 303.

<sup>16</sup> Kolodny and Wallace, "Promises and Practices Revisited," 130.

<sup>17</sup> My way of characterizing this aspect of the value of assurance brings it closer to the value of knowing the truth. Knowing the truth, I do not doubt, has experiential and reliance values. But people have reasons to care about knowing the truth not only, or even mainly, because doing so brings psychological comfort or doing so allows them to conduct their lives more successfully. There is an independent, and I think, more fundamental concern about being in touch with reality.

<sup>18</sup> Scanlon, *What We Owe to Each Other*, 304.

then, in the absence of special justification, A must do X unless B consents to X's not being done.

Principle F performs a dual function. It outlines, by means of clauses (2) through (6), the conditions under which F expectations may be formed with warrant. It further specifies that, once a person has succeeded in assuring another in the way F outlines, the person is now under a moral obligation to perform the assured act.

There are, in addition, two things to note about Principle F. First, F is not a social practice of promising under a different guise. Being a moral principle, F's validity does not depend on being accepted and acted upon by members of a given group.<sup>19</sup> Moreover, as the wording of F indicates, F does not uniquely apply to acts of promising. Conditions of F may be fulfilled by various means, of which promising is one.<sup>20</sup> Promising differs from other ways of triggering F by the grounds the promisor provides to the promisee for forming an F expectation. In promising, the promisor's assurance is constituted by moral reasons, chiefly among which is the reason that, under the circumstances, it would be wrong for the promisor to not perform the promised act, once she has successfully assured the promisee that the act is to be done.

Scanlon's account of promissory obligation runs into two seeming difficulties. First, as clause (1) of Principle F makes clear, prior to the generation of promissory obligation, the promisee must first form an F expectation. But imagine the following scenario. The promisor

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<sup>19</sup> Like any other valid moral principles under contractualism, F is justified because it is a conduct-governing principle no one, suitably motivated, could reasonably reject. See footnote 12 above.

<sup>20</sup> Suppose you would like me to assure you that I will do X. I may do this without making you a promise. Suppose I say to you, "Of course I will do X. I have thoroughly enjoyed your dinner parties to which I am regularly invited. I would not do anything to jeopardize our good relationship!" In this case, the grounds I provide you for forming an F expectation is my interest in being on good terms with you. To the extent that my act of assuring you satisfies all the clauses of F, I am now under an obligation to perform the assured act.

informs the promisee her intention to do X. At this point, however, the promisor is not yet under an obligation to do X. In other words, she is not morally obligated to keep her intention to do X unchanged. On what grounds, then, may the promisee justifiably form the F expectation that the promisor will indeed do X? Principle F seems circular. In order for promissory obligation to obtain, an F expectation must first be induced. But in order for this expectation to be justifiably formed, it seems that we need promissory obligation to antecedently obtain.<sup>21</sup> Calls this the *Circularity Objection*.

There is a further seeming difficulty with Scanlon's account. Consider the following case: *Profligate Pal*. Pal wishes to borrow some money, and he says to you, "I promise that I will pay you back." You know that Pal has consistently failed to follow through on similar promissory utterances in the past, so you do not expect this time to be any different. Nonetheless, you give Pal the money he asks for, though, to save Pal the embarrassment of having his assurance rejected, you accept Pal's word. F says that, since Pal has failed to induce an F expectation in you, Pal is under no promissory obligation to repay.<sup>22</sup> This verdict might strike some as counter-intuitive. I shall, however, defer my discussion of the Circularity Objection and Profligate Pal to Chapter 4, where I shall also make clear that these two seeming difficulties of the Expectation View are to be explained in terms of two structural features of the Protection View.

Recall that I have said, in the context of promissory obligation, there are two questions of justification at issue. There is the Substantive Question of Justification, which concerns the content of the value that underlies promising. There is in addition the Formal Question of Justification, which concerns the structure of justification promissory obligation is to take. The

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<sup>21</sup> Scanlon, *What We Owe to Each Other*, 307.

<sup>22</sup> Scanlon, *What We Owe to Each Other*, 312.

Practice View and the Expectation View offer diverging answers to the substantive question. Whereas the Practice View locates the value of promising in the value of an existent beneficial social practice, the Expectation View locates this value in the value of being assured about matters one cares about. However, as to the formal question, the two views agree. Promissory obligation, under both views, is directly justified by the reasons we have to protect the value that underlies the making and receiving of promises. Both view, therefore, are particular versions of the Protection View as I have expounded the notion.

## Chapter 3

### The Attainment View

By the Attainment View, I mean the conception of promissory obligation as serving an attainment function, that is, as the means by which to make attainable something of value. In contrast to the Protection View, justifying promissory obligation under the Attainment View is a two-stage affair. First, we justify the obligation of promise keeping in terms of an ability to voluntarily undertake such an obligation. Second, we justify this ability in terms of the value that underlies promising. Call the ability to voluntarily undertake the obligation of promise keeping the *normative power of promising*.

The rationale behind this two-stage justificatory structure goes as follows. Under the Attainment View, the value that underlies promising can be attained only if individuals are under the obligation of promise keeping. Because we have reasons to want to make this value attainable, we have reasons to want an ability to voluntarily undertake the obligation of promise keeping. Once individuals are in possession of this ability, they may now attain the value at issue by exercising this ability, should they choose to attain it. As to the substantive content of the value of promising, particular versions of the Attainment View diverge.

The two-stage justificatory structure of the Attainment View is widely referred to in the literature on promissory obligation as the Normative Power View. For the most part, the two labels may be used interchangeably. However, what I have called the Attainment View goes beyond the Normative Power View in that the former offers an explanation as to why some think promissory obligation calls for a two-stage justification in the first place. It does so because the obligation of promise keeping is seen as serving what I call an attainment function.

My main aim in this Chapter is to introduce three variants of the Attainment View. Doing so allows the readers to have a better grasp of what it is that is made attainable through acts of promising and how the normative power of promising is meant to operate. But before I proceed further, I shall first consider a challenge presented by David Hume.

### **3.1 Hume's Challenge**

Hume observes that an intuitive way of accounting for promissory obligation confronts a difficulty.<sup>23</sup> At first glance, it might seem plausible to suggest that, in making a promise, the promisor voluntarily takes on an obligation to perform the promised act. She does this by, first, having the intention to obligate herself to so perform, and second, communicating this intention to the promisee, typically by uttering, "I hereby promise to do X". Once this intention is successfully communicated, the promisor is now said to be obligated in the very same way she intends. On such a view, promissory obligation is at its core a voluntary undertaking.

The difficulty here is to explain how one can come under a moral obligation to do X by no more than saying a series of words whose intended meaning is to obligate oneself to do X. In order for the above account to go through, we need to accept the following underlying premise: that the communication of one's intention to be obligated to do X alone may make it the case that one is in fact obligated to do X. But how is it that an obligation is brought into existence merely because one says that it is so? According to Hume, this understanding of promissory obligation should strike us as no less mysterious than pure word magic or transubstantiation.

Our most familiar moral obligations certainly do not operate in this way. Consider the obligations to not murder and to not defame others and the obligation to take care of one's child.

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<sup>23</sup> Hume, *A Treatise of Human Nature*, 3.2.5.

The normative existence and validity of these obligations are clearly not dependent on an agent's communicated intention to bound by them. I am under an obligation to not murder my neighbour irrespective of my professed intention to undertake this obligation. However, if promissory obligation were voluntarily undertaken, then our obligation to keep promises operates in quite a peculiar way: it is through a communicated intention that this obligation comes to be, and it is through an intention to be bound by it that the obligation comes to bind. Absent further explanation, we are right to find this implication of the view puzzling.

The same point can be brought out by considering promising as a speech-act. There is nothing generally puzzling about one coming under a moral obligation on the basis of what one says. For instance, if I say something that hurts your feelings, I might incur an obligation to make you an apology. Or if I spread some pernicious rumor about you which I know to be false, I might incur an obligation to compensate you for the damage done to your public image. But in such cases, becoming morally obligated is not part of the very meaning of the speech-act at issue. If I am morally obligated to apologize to you for my harsh words, then I am under this moral obligation irrespective of my intention to be placed under it.<sup>24</sup>

Hume himself recognizes that promising is a communicative act that has moral implications. What he finds puzzling is the idea that a communicative act, by its very meaning, can bring into existence a valid moral obligation. Hume's own solution, as we have already seen, is to embed the communicative act of promising in a valuable social practice of agreement-

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<sup>24</sup> The same point may be put in terms of what J.L. Austin calls the perlocutionary aspect of a speech-act (roughly, the consequence of a speech-act) and the illocutionary aspect of a speech-act (roughly, the speaker's intention behind the speech-act). Becoming obligated to apologize to you because my words have hurt your feelings is a perlocutionary aspect of what I say. It is a consequence I cause by so speaking. However, if promissory obligation is generated by the intended meaning of an utterance, then this obligation is an illocutionary aspect of a speech-act. What Hume finds puzzling is precisely how a speech-act's illocutionary force can generate a moral obligation. See Darwall, "Demystifying Promises," 132.

making. Under the Practice View, promissory communication by itself has no moral significance. Rather, it derives moral significance from the social convention that governs it.

Hume therefore presents a challenge to anyone who views promissory obligation as essentially a voluntary undertaking. The challenge is to plausibly explain how a communicated intention to be obligated to do X alone may generate a moral obligation to do X. The Normative Power View takes up Hume's challenge. Its answer to the challenge is that one may intentionally obligate oneself to another through acts of promising because one has a justified normative power to do so. I shall now present three versions of the Normative Power View.

### **3.2 The Normative Power View**

Raz accepts what he calls the common conception of promising, namely, the conception of promissory obligation as voluntarily self-imposed.<sup>25</sup> The task for Raz, then, is to account for how promissory obligation may arise in this way. To this end, Raz appeals to two notions: that of content-independent justification, and that of normative powers.

We may, according to Raz, distinguish between two types of obligations by virtue of their justificatory basis. On the one hand, there are obligations whose force and application are directly justified by the desirability of performing the obligatory act. They are characterized by having what Raz calls content-dependent justification. There are, on the other hand, obligations whose justification makes no direct reference to the desirability of performing the obligatory act. They are characterized by having what Raz calls content-independent justification.<sup>26</sup>

Take, for example, the obligation to not deceive others. Whether or not I am under this obligation depends on the reasons that establish the desirability of not performing the prohibited

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<sup>25</sup> Raz, "Voluntary Obligations and Normative Powers," 98.

<sup>26</sup> Raz, "Voluntary Obligations and Normative Powers," 95-7.

act in particular situations. If a person is inquiring of me your whereabouts with the aim of murdering you, and I know her intention, then I am under no moral obligation to not deceive her. The force and application of this obligation, therefore, depend on the desirability of the content of the act at issue. In Raz's terminology, the obligation to not deceive others is justified in a content-dependent manner.

In contrast, take the obligation to obey mandates of authority. Setting aside cases of morally impermissible mandates, the justification of this obligation need not make direct reference to the desirability of the content of each particular mandate. Suppose the Parliament of Canada passes a law that regulates some domain of economic activity. Our obligation to abide by this law is justified not by reference to the law's desirability for the economic well-being of Canada. Instead, the obligation in question is justified to the extent that Parliament's authority to pass such a law is justified. The obligation, therefore, is justified in a content-independent manner.

Now consider the obligation of promise keeping. Raz observes that promissory obligation is justified in a content-independent manner. Again, setting aside morally impermissible promises, if I promise you that I will do X, I am under an obligation to keep that promise, irrespective of the content of X. Raz therefore thinks that justifying promissory obligation is not a matter of locating value in particular instances of promise keeping.<sup>27</sup> Rather, Raz suggests, much like the obligation to obey mandates of authority, promissory obligation is justified to the extent that the power to obligate oneself through acts of promising is justified.

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<sup>27</sup> Raz, "Is There a Reason to Keep a Promise?" 3-4.

The next step in the argument is to justify the normative power of promising. Raz locates the value of this power in its ability to make attainable the value of normative assurance, namely, the assurance we get from knowing that the assurer is under a moral obligation to perform the assured act. Raz writes that one may want this kind of assurance for two main reasons.<sup>28</sup> First, the assured act may be something one cares about or has an interest in. Second, one may want the opportunity to develop some interest that requires the performance of the assured act.<sup>29</sup>

Here, then, is Raz's general account of promissory obligation. Given that potential promisees have reasons to want to attain normative assurance, potential promisors have reasons to want the ability to provide it. The normative power of promising represents this ability. When justifiably exercised, this power both generates and justifies the obligation of promise keeping.

Shiffrin locates the value of promising in its ability to eliminate certain power imbalances in interpersonal relations. Her central claim is that the normative power of promising provides "a unique and indispensable tool to manage and assuage vulnerabilities" in intimate relationships.<sup>30</sup> Thus, for Shiffrin, in order to be able to attain the value of maintaining healthy relational dynamics, we must have the power to obligate ourselves through acts of promising.

Shiffrin argues for her claim with an example.<sup>31</sup> Two friends, A and B, are contemplating relocating to a particular city, C. A strongly wishes to move to C, but only if B does so as well. Presently, B has the intention to relocate, but his intention is not yet settled. B is open to adopting

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<sup>28</sup> Raz, "Is There a Reason to Keep a Promise?" 21-2.

<sup>29</sup> For instance, if you promise to buy me a sewing machine, I need not have a current interest in sewing to find this promise valuable. Its value may partly consist in the opportunity it affords me to develop an interest in sewing in the future.

<sup>30</sup> Shiffrin, "Promising, Intimate Relationships, and Conventionalism," 502.

<sup>31</sup> Shiffrin, "Promising, Intimate Relationships, and Conventionalism," 504.

alternative courses of action. We are to suppose that the intentions of A and B are mutual knowledge.

Shiffrin observes that, in this example, A and B are unequally situated with respect to relocating to C. A is in a more vulnerable position because, as things stand, if A prepares to relocate without the assurance that B will do so as well, the risk that A's investment will go unredeemed is higher than B's corresponding risk. Shiffrin further observes that A's greater vulnerability may lead to an unhealthy relational dynamic between A and B. It might induce feelings of powerlessness and frustration on A's part, and it might lead A to enter into exploitative arrangements with B.<sup>32</sup>

How is this localized imbalance of power to be corrected? Shiffrin notes that what A has reason to want in this situation is the assurance that B will relocate with her. Shiffrin goes on to contend that only if B were able to place herself under an obligation to relocate to C with A, would A be able to obtain the assurance she wants. This assurance, once obtained, assuages A's vulnerabilities that result from a lack of firm commitment on B's part. Shiffrin therefore concludes that only if B has the normative power of promising would the value of healthy relational dynamics between A and B be attainable.<sup>33</sup>

Shiffrin further goes beyond Raz in offering a theory of how the normative power of promising operates. This is the rights-transfer theory. Put broadly, the theory says that, in promising, the promisor transfers her right to decide to not do the promised act to the promisee. Since after the transfer, the promisor no longer has the right to decide to do otherwise, she is

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<sup>32</sup> For instance, B might use A's desire to relocate together as leverage for getting A to do things that she otherwise would not do. Or, A might be tempted herself to initiate exploitive arrangements, with the aim of getting B to settle her intention. Shiffrin, "Promising, Intimate Relationships, and Conventionalism," 504-6.

<sup>33</sup> Shiffrin, "Promising, Intimate Relationships, and Conventionalism," 506-7.

obligated to perform the promised act. Moreover, since the promisor's right to decide to not do the promised act now lies in the hands of the promisee, the promisee may choose to exercise this right and thereby release the promisor from her promissory obligation.<sup>34</sup>

It will not have escaped attention that, like the Expectation View, Raz and Shiffrin both take the notion of assurance to be central to the justification of promissory obligation. There is therefore substantial agreement between the three views over the substantive content of the value that underlies promising. This illustrates my earlier point that two accounts of promising may well agree on the Substantive Question of Justification yet disagree over the Formal Question of Justification.<sup>35</sup>

In contrast to Raz and Shiffrin, Owens's account of promissory obligation does not explicitly appeal to the notion of assurance. Owens argues that promises exist because they serve what he calls an authority interest, that is, an interest in having the authority to determine what a person is to do.<sup>36</sup> For Owens, though a promise is a tool that could serve various purposes, the normative power of promising is justified by its ability to attain this interest in authority.<sup>37</sup>

Owens observes that, typically, in deciding what we are to do, not only do we have an interest in getting the decision right, we also have an interest in having the right to make that decision. In other words, we have reasons to want that we, rather than someone else, have the

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<sup>34</sup> Shiffrin, "Promising, Intimate Relationships, and Conventionalism," 517.

<sup>35</sup> I should like to note that though all three views agree that assurance is central to the justification of promissory obligation, they nonetheless conceive of assurance differently. Whereas on the Expectation View, the promisor is to first succeed at assuring the promisee that she is to do the assured act before coming under an obligation to perform that act, on the accounts of Raz and Shiffrin, promissory obligation is the very means by which the promisor assures the promisee that the assured act is to be done.

<sup>36</sup> Note that, in contrast to Shiffrin, Owens does not take intimate relationships to be central or special to the justification of promissory obligation. As the definition of authority interest makes clear, the scope of this interest is not limited to those who stand in intimate relationships with each other.

<sup>37</sup> Owens, "A Simple Theory of Promising," 70.

authority to determine what is to happen. This interest in having the authority to decide, Owens further observes, stands independently of an interest in actually doing the thing one judges to be right. An akratic smoker, for instance, who judges that she ought to give up smoking, may know perfectly well that she has little will-power to quit smoking. Still, Owens claims, she has an interest in having the authority to determine the course of her own life.<sup>38</sup>

Owens goes on to argue that, in promising, what happens is that the promisor effects a transfer of authority. By saying, “I hereby promise to do X”, the promisor grants the promisee the authority to determine whether or not the promisor is to perform the promised act. The promisee might want this authority for a number of reasons. Suppose, to take Owens’s example, you want to be assured that I will give you a lift home. In extracting a promise from me, Owens claims, you are seeking the authority to dictate what I am to do. And in making you a promise, I grant you this authority. The authority in question, of course, is a limited one, pertaining only to the performance of the promised act. “Promising,” writes Owens, “is a mechanism by which one person actively assume authority over another.”<sup>39</sup> This authority can be so assumed, moreover, because the promisor has the normative power to grant it to the promisee through acts of promising.

The three variants of the Attainment View I have presented offer three somewhat different answers to the Substantive Question of Justification. Raz thinks that the value that underlies promising is the value of normative assurance, while Shiffrin takes the value to be a more specific kind of assurance, namely, the assurance needed to eliminate vulnerabilities in

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<sup>38</sup> Owens, “A Simple Theory of Promising,” 70.

<sup>39</sup> Owens, “A Simple Theory of Promising,” 72.

intimate relationships. Owens, on the other hand, locates the value of promising in the authority interest of the promisee.

However, all three versions of the Attainment View agree that, in order to make attainable the value at issue, individuals must have the normative power to obligate themselves through acts of promising. The three versions therefore agree that promissory obligation has a two-level procedure of justification – first, we justify the obligation of promisee keeping by reference to the normative power of promising, and then, we justify this power by reference to its ability to make attainable the value that underlies the making and receiving of promises.

## Chapter 4

### Two Arguments

The aim of the present Chapter is threefold. First, I shall spell out in more detail the contrast between the Protection View and the Attainment View. To this end, I shall identify two sets of structural features whose implications concretely distinguish the one view from the other. From these structural features flow two seeming advantages of the Attainment View. My second aim in this Chapter is to show that these advantages, when properly considered, are more apparent than real. Lastly, I shall offer a positive argument against the Attainment View. I shall argue that, when it comes to morally impermissible promises, the Attainment View is caught in an irresolvable dilemma.

So far I have identified the essential difference between, on the one hand, the Practice View and the Expectation View, and on the other hand, the Normative Power View to be a difference regarding the structure of justification promissory obligation is to take. I have shown that, under both the Practice View and the Expectation View, promissory obligation is justified to the extent that acts of promising bring about a valuable state of affairs which we have reason to not undermine or exploit. In contrast, justifying promissory obligation under the Normative Power View is a two-stage affair, where reference is made to a normative ability to obligate oneself through acts of promising.

To account for this structural divergence, I have invoked a distinction I made on the basis of two contrasting conceptions of the function of promissory obligation. As I see it, whereas the Practice View and the Expectation View conceive of the obligation of promise keeping as that which protects the value that underlies promising, the Normative Power View conceives of the obligation of promise keeping as that which makes attainable this value.

It remains to be shown what concrete differences result from conceiving of the function of promissory obligation one way or the other. I shall identify two such differences. Doing so allows me to make clear the grounds on which versions of the Attainment View might be said to be preferable to versions of the Protection View.

Let V be the value that underlies the making and receiving of promises, and let O be the obligation of promise keeping. The Protection View says that O is justified in virtue of the reasons we have to protect the presence of V. The view implies two further considerations:

- (a) O does not obtain independently of the obtaining of V.
- (b) O does not obtain prior to the obtaining of V.

This way of characterizing the Protection View is able to make sense of the motivation behind some of the objections commonly leveled against particular versions of the view. Consider, first, the Practice View, where V is the value of an existent social practice of agreement-making. Scanlon's "state of nature" example is meant to show that promissory obligation could obtain without the presence of a relevant social practice of promising. The example therefore questions the cogency of the Practice View given (a). The non-starter problem, on the other hand, questions whether or not a social practice of promising could emerge prior to the generation of promissory obligation. It therefore questions the cogency of the Practice View given (b).

Consider, next, the Expectation View, where V is the value of forming a warranted F expectation. The Circularity Objection says that, antecedent to the obtaining of promissory obligation, an F expectation may not be formed with warrant. The objection therefore says that, given (b), the Expectation View is circular. On the other hand, Profligate Pal case aims to show that promissory obligation could obtain independently of the formation of a warranted F expectation. The case therefore calls into question the cogency of the Expectation View given (a).

In contrast, the characterization of the Attainment View is as follows. Let V be the value that underlies the making and receiving of promises, let O be the obligation of promise keeping, and let P be the power to obligate oneself to another through acts of promising. The Attainment View says that P is justified in virtue of the reasons we have to make V attainable, and O is justified in virtue of the presence of P. The view implies two further considerations:

(c) So long as P is justified, O could obtain independently of the obtaining of V.

(d) So long as P is justified, O could obtain prior to the obtaining of V.

Let me illustrate the contrast between (a) and (c) and the contrast between (b) and (d) with an example. Suppose we take the value of promising to be the value of being assured about matters one cares about. Suppose you want me to assure you that I will give you a lift to the airport the next morning. Suppose in response, I say to you, "I hereby promise that I will drive you to the airport tomorrow morning." Under the Expectation View, my promise is meant to provide you with moral reasons to form an F expectation about my action. And it is only after I have succeeded in inducing a warranted F expectation in you that I come under the obligation of promise keeping. Conversely, under the Normative Power View, my promissory communication itself places me under the obligation of promise keeping. The latter view therefore entails, as (d) indicates and *contra* (b), that I can be under the obligation of promise keeping prior to actually succeeding at assuring you that the promised act is to be done.

Now suppose, despite my promissory utterance, you are nonetheless unconvinced that I will give you a lift. Under the Expectation View, since I have failed to induce a warranted F expectation in you, I am under no promissory obligation to drive you to the airport. In contrast, the Normative Power View says that, given my promissory utterance represents a justifiable exercise of the normative power of promising, I am obligated to do the promised act

independently of whether or not you have been successfully assured by me. The diverging conclusions mark the contrast between considerations (a) and (c).

In light of the structural features outlined above, the Attainment View may claim two seeming advantages over the Protection View. The claim is that, given the Protection View's commitment to (a) and (b), it leads the Expectation View to face two seeming difficulties.<sup>40</sup> First, because promissory obligation under the Protection View cannot obtain antecedently of the obtaining of the value of promising, this renders the Expectation View susceptible to the Circularity Objection. Second, because promissory obligation under the Protection View cannot obtain in the absence of the obtaining of the value of promising, this leads the Expectation View to render a seemingly counter-intuitive verdict in Profligate Pal case.

I shall argue, however, that these advantages of the Attainment View are more apparent than real. My aim here is to defend the Expectation View against the Circularity Objection and the Pal case. If I am successful, the Attainment View cannot claim *on these grounds* that it is preferable to the Protection View.

#### **4.1 Negative Argument**

The Circularity Objection, at its core, raises the question on what grounds may the promisee justifiably form the expectation that the promisor will do the promised act unless the promisee consents to matters being otherwise. The objection says that, prior to the promisor's coming under the obligation of promise keeping, the promisee may not with warrant form an F expectation concerning the conduct of the promisor. This is so because, the objection goes, in the absence of promissory obligation, the promisor remains morally free to change her mind, so the

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<sup>40</sup> Given the objections I rehearsed in Chapter 2 against the Practice View, I take the Expectation View to be the more defensible version of the Protection View. Hence, I shall only concern myself with defending the Expectation View against the objections that arise out of the structural features of the Protection View.

promisee has no sufficient evidence to believe that the promised act will indeed be carried out. But, as clause (1) of Principle F states, an F expectation must first be induced before promissory obligation can obtain. Principle F now seems to be trapped in a circle.

The strategy for disarming the Circularity Objection is to argue that an F expectation may be justifiably formed on grounds other than the obligation of promise keeping.<sup>41</sup> This is precisely Scanlon's strategy. Scanlon begins by noting that in assuring another, by means of a promise, that I will perform a certain act, there are two wrongs which I could commit. The first is the wrong prohibited by Principle F, namely, the wrong of renegeing on one's assurance once the promisee is justifiably assured. The second wrong is the wrong involved in attempting to intentionally lead another to be falsely assured. Let me illustrate the two wrongs with a case.

Suppose I know that you want to be assured that I will do X. In response, I say to you, "I hereby promise you that I will do X". Suppose, at the time of the utterance, I genuinely have the intention to do X. Now, under the Expectation View, if all clauses of F were satisfied in this case, then it would be wrong for me to not perform the promised act without your consent. The wrong I would have committed is the wrong of promise breaking.

Suppose, instead, that at the time of the promissory utterance, I have no intention to do the promised act. This is an example of a lying promise. Irrespective of whether in the end I honour my promise, I have committed a distinct wrong here – I have wrongly attempted to intentionally induce an expectation in you which, at the time of inducement, I know I have no

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<sup>41</sup> One caveat is important to note here. The grounds in question must be moral grounds. As I have said earlier, under the Expectation View, it is a distinguishing feature of promising that the assurance the promisor provides to the promisee is constituted by moral reasons.

intention to fulfill. According to Scanlon, lying promises are prohibited by the following principle:<sup>42</sup>

Principle D: One must exercise due care not to lead others to form reasonable but false expectations about what one will do when one has good reason to believe that they would suffer significant loss as a result of relying on these expectations.

With Principle D in place, Scanlon argues that Principle F is able to avoid circularity. For the promisee may now reason as follows:<sup>43</sup>

P1: The promisor is attempting to convince me that she will do X.

P2: If she does not have the intention to do X, she would be violating Principle D.

P3: Since she would not violate Principle D, she must have the intention to do X.

P4: The fact that she has the intention to do X offers me warranted grounds to form an F expectation about her conduct.

C1: Therefore, I may justifiably form an F expectation about her doing X.

Notice that, in the above reasoning process, the promisee makes no appeal to Principle F and the obligation of promise keeping. Once the promisee forms the relevant F expectation, clause (1) of Principle F is now fulfilled without circularity.

Some have argued that Scanlon's reply to the Circularity Objection fails.<sup>44</sup> It fails because, the argument goes, P4 is false. There are two ways to challenge P4, one of which involves a stronger claim than the other. Kolodny and Wallace argue that, in order for the

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<sup>42</sup> Scanlon, *What We Owe to Each Other*, 300.

<sup>43</sup> Kolodny and Wallace, "Promises and Practices Revisited," 136-7.

<sup>44</sup> Pratt, "Scanlon on Promising," 151-3. Kolodny and Wallace, "Promises and Practices Revisited," 139-44.

promisee to form a warranted F expectation that X will be done, it is not enough that the promisee has good reasons to believe that the promisor presently has an intention to do X. The promisee must moreover have good reasons to believe that the intention in question will likely persist till the time of action. Principle D, they contend, only demands that the promisor be truthful about her present intention. D does not give the promisee warranted grounds to believe that the intention is likely to remain unchanged.

Pratt presents a stronger challenge. He argues that, without the promisor being morally obligated to not change her intention, an F expectation may not be justifiably formed by the promisee. Pratt therefore goes beyond Kolodny and Wallace in contending that a moral obligation to keep one's intention unchanged is required for triggering a warranted F expectation. Since Principle D does not impose such a moral obligation on the promisor, Principle D cannot salvage the Expectation View from the Circularity Objection.

I am not persuaded by either version of the challenge. My response to it is in two parts. First, I shall argue that, contrary to what Kolodny and Wallace contend, there are indeed reasons for the promisee to believe that the promisor's intention to do X is likely to persist. I shall then defend the claim that, *contra* Pratt, the promisee may justifiably form an F expectation even if the promisor is not morally obligated to keep her intention unchanged.

I begin by noting that, in attempting to assure the promisee that the promised act will be done, the promisor does not communicate a mere intention to perform the act in question. Rather, the intention is a settled one.<sup>45</sup> To bring out the contrast between an intention that is settled and one that is not, consider the following pair of cases. You ask me, out of curiosity, what are my

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<sup>45</sup> Scanlon also uses the notion of a settled intention, though the notion is largely left unexplored. Scanlon, *What We Owe to Each Other*, 308.

plans for the evening. I inform you that I have the intention to attend a concert, to which you are also going. Here, I have communicated to you an intention to do something. Kolodny and Wallace are right to point out that, in this case, you have no good reasons to believe that my present intention will likely remain unchanged.

Now consider the kind of intention that is involved in the context of promising. Suppose you would very much like me to attend the concert with you. Perhaps you view attending the concert together as a great opportunity for us to bond over mutual interest. You therefore would like me to assure you that I will attend. Suppose I know that you want to be assured of this, and I know that you take this matter seriously. In response, I inform you that I have the intention to attend the concert. In this case, too, I have communicated to you an intention to do something. But my intention here is a settled one. The settled nature of my intention can be brought out in two ways. First, since I know that you are seeking to be assured about something you care about, I would not inform you of my intention to attend the concert unless I judge this intention of mine to be not a mere whim or a transient occurrence, but is instead reasonably stable. Second, by recognizing that the performance of the assured act is something you attach importance to, I have a further reason to not revise my intention once I have succeeded in assuring you that I will attend the concert.<sup>46</sup>

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<sup>46</sup> There is a further question why the promisor would be motivated to take seriously the promisee's interest in the two ways I have outlined. To answer this question, I appeal to the contractualist account of moral motivation. Briefly put, contractualism says that, in deciding how we are to conduct ourselves toward others, we are motivated by the ideal of justifiability. That is to say, we are motivated to conduct ourselves in ways that others could not reasonably reject, insofar as they too are motivated by the ideal justifiability. (Scanlon, *What We Owe to Each Other*, 153-4.) If the promisor has good reasons to believe that the promisee has an interest in being assured that X is to be done, and the promisor is openly trying to persuade the promisee that she will do X, then the promisor's conduct is governed by at least two reasons. First, because being falsely assured is a harm the promisor has reason to avoid inflicting, the promisor has reason to not profess her intention to do X unless she thinks this intention will likely materialize into action. This point further explains why, in contexts where I have good reasons to believe that another person is seeking

P4 should therefore read: The fact that the promisor has a *settled* intention to do X offers the promisee warranted grounds to form an F expectation about the conduct of the promisor. Revised thus, I believe P4 is true. If the promisee has good reason to believe that the promisor's intention to do the promised act is a settled one, then *contra* Kolodny and Wallace, the promisee has good reason to believe that the intention in question will likely persist till the time of action. Her reasons consist in the belief that (a) the promisor would not profess this intention unless she judges that the intention will likely materialize into action, and (b) given the promisor's recognition of the promisee's interest in the assured act being done, the promisor has a further reason to not revise her intention once assurance is successfully given.

It is true, as Pratt says, that a settled intention to do X, in the way I have expounded the notion, does not morally obligate the promisor to keep her intention unchanged. Pratt would therefore retort that a settled intention alone cannot provide the promisee with warranted grounds to form an F expectation. I disagree. At issue is a question of credence for belief, that is, what degree of evidence is required in order for the promisee to justifiably believe that the promisor will do the promised act. Pratt thinks that the degree of evidence must reach the level entailed by a moral obligation, on the part of the promisor, to not revise her intention without the consent of the promisee. I, on the other hand, think a settled intention provides sufficient grounds for the formation of a warranted F expectation.

We appear to be at a standstill. I do not have a decisive argument against Pratt's position. I suspect, however, that the disagreement between Pratt and I stem from two different

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assurance from me that I will do X, if my intention to do the assured act is not a settled one, I have reason to add a rider by saying, "I have the intention to do X, *but I cannot say this intention will likely remain unchanged.*" In addition, because the promisor is aware that the promisee has an interest in X being done, having convinced the promisee that she has a settled intention to do X, the promisor has reason to take into consideration this interest were she to reconsider her commitment.

understandings of the notion of expectation. I see a distinction between expectation and knowledge. Expecting something to be the case, in my view, does not involve a level of certitude that is entailed by knowing something to be case. Hence, though I think Hume is right to say that we do not have the knowledge that the sun will rise tomorrow, I nonetheless think that we may justifiably have the expectation that the sun will rise. Inherent in the notion of expectation, in my view, is a level of credence that falls short of certainty.

Pratt claims that an F expectation may be justifiably formed only if the performance of the expected act is morally obligatory. Lying behind this claim is the thought that one may expect another to do X only if one is certain that the other person is not, morally speaking, free to change her mind. Moral obligations bring with themselves moral certitude. If I know that one is morally obligated to do X, then I know that, as far as morality is concerned, one is certain to do X. The question that divides Pratt and I, then, is whether one may with warrant expect an act is to be done without being morally certain that the act is to be done. I am inclined to answer this question in the affirmative. Doing so allows me to preserve the distinction between expecting something to be the case morally speaking and knowing something to be the case morally speaking.

I shall now turn my focus to the second seeming advantage of the Attainment View. As I have said in Chapter 2, the Pal case provides a seeming counter-example to the Expectation View. It exploits the thought that, in some cases, it appears that the promisor is under the obligation of promise keeping even though she fails to induce an F expectation in the promisee. Since clause (1) of Principle F says that an F expectation is necessary for the generation of promissory obligation, it appears that Principle F cannot adequately make sense of this sort of cases.

Recall the detail of Profligate Pal. Pal wishes to borrow some money, and he says to you, “I promise that I will pay you back.” You know that Pal has consistently failed to follow through on similar promissory utterances in the past, so you do not expect this time to be any different. Nonetheless, you give Pal the money he asks for, though, to save Pal the embarrassment of having his assurance rejected, you accept Pal’s word. F says that Pal is under no promissory obligation to repay. This verdict might strike some as counter-intuitive.

Given that the force of this counter-example is grounded in no more than an intuition, my strategy here is to diffuse the example’s intuitive appeal. I contend that, once the case is spelled out in more detail, the intuition it initially elicits significantly weakens.

Suppose, upon hearing Pal’s word, you reason as follows. Pal is broke and wants money from me. He is communicating his need for money in the form of a promise. But it does not matter to me how he communicates his need, for I am quite confident that, given his past history, I would not see my money back. I treasure our friendship, however, so I will give Pal the money as a gift. Though, in order to not hurt his feelings, I will pretend that I accept his “promise”.

From your point of view, the money you give to Pal is a gift, which carries no obligation of repayment. Suppose in the end Pal does not return your money. Do you have grounds to say, as in cases where promissory obligation genuinely obtains, that you have been wronged by Pal’s action? It does not seem so. I believe we may fruitfully view Pal’s case as a case of rejected promises. In not treating Pal’s assurance as trustworthy, you have in effect turned down Pal’s promise, though for certain reasons you choose not to openly communicate this rejection to him.

In the same way that a rejected promise does not give rise to promissory obligation, I think Pal too is under no promissory obligation to repay.<sup>47</sup>

My fuller characterization of the Pal case, it seems to me, brings about an intuition shift. Whereas before it may seem plausible to claim that Pal is under a promissory obligation to make repayment, after I spell out the case in more detail the intuition greatly weakens. In my view, the intuition shift is caused by the added consideration that you yourself do not take Pal's promise to be of any moral force. To you, Pal's act of promising is at most a failed attempt to assure of you something that you are confident will not materialize.

If my diagnosis of the intuition shift is correct, then Pal's case has the potential to be turned into a counter-example to the Attainment View. The Attainment View says that, since Pal's promissory utterance represents a justifiable exercise of the normative power of promising, he is obligated to repay you the money regardless of whether he succeeds at assuring you. Viewed this way, it is quite puzzling why my characterization of the Pal case brings about an intuition change. After all, the consideration that you yourself do not take Pal to be under the obligation of promise keeping has no bearing on Pal's normative power to bind himself through acts of promising. I shall not, however, pursue this line of thought.

## **4.2 Positive Argument**

Recall that, under the Attainment View, promissory obligation is justified by the justifiable exercises of the normative power to obligate oneself to another through acts of

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<sup>47</sup> There is room under the Expectation View to say that Pal is under some obligation – though not grounded in his promise – to repay you, if he were able. As Scanlon says, Pal at least owes you a debt of gratitude, which might require Pal to undertake certain actions for your benefit. See Scanlon, *What We Owe to Each Other*, 314.

promising. Notice that the notion of justification appears twice in my formulation of the Attainment View, a direct result of its two-stage justificatory structure.

It is implied by my formulation that there could be cases where the normative power of promising may not be justifiably exercised. This should not be surprising, since under the Attainment View, the normative power of promising is itself justified by there being value in having the ability to voluntarily undertake promissory obligation. It follows that, where there is no value or disvalue in having this ability, the normative power of promising is rightly absent.

Now consider cases of morally impermissible promises. By a morally impermissible promise I mean a promissory communication in the form, I hereby promise to do X, where X is an act that is morally impermissible for the promisor to do. The question I raise against proponents of the Attainment View is whether one has a justified power to obligate oneself to another to perform a morally impermissible act. In other words, may one obligate oneself to do an act that one is obligated not to do?

If the Attainment View is to say that one may do so, then it faces the following difficulty. Suppose Aiden says to Bella, “I promise you that I will murder your neighbour.” It is clear that, despite the fact that Aiden has couched his intention to murder Bella’s neighbour in the form of a promise, Aiden is nonetheless under no moral obligation to commit the murderous act. Moreover, in this case, it is not that Aiden’s promise really does place him under a moral obligation to commit murder, but as it so happens, this obligation is then overridden by competing considerations. Rather, Aiden has no such obligation whatsoever.

This latter claim may be defended on three grounds. First, a valid moral obligation brings with it valid moral reasons to perform the obligatory act. If I am really under a moral obligation

to commit a murderous act, albeit one that is later overridden, then there is a valid moral reason for me to murder your neighbour. This seems to me absurd. One may not conjure up a valid moral reason to murder another person just because one promised to do so. Second, promissory obligation gives the promisee a moral right to demand that the promisor is to perform the promised act. It is implausible to suggest that, if Aiden fails to follow through with the murder, Bella has any moral right, overridden or not, to demand that her neighbour be killed. Lastly, in cases of overridden obligations, a sense of lamentation is rightly called for. There is something unfortunate about one having to breach a moral duty in order to satisfy another. This sense of lamentation is evident in cases where one has to commit a lesser evil for the sake of preventing a greater one. However, it is not plausible to say that, in the murder promise case, Aiden may appropriately lament the fact that he is unable to bring about the death of Bella's neighbour.

If, on the other hand, the Attainment View is to say that one may not obligate oneself to do an act whose performance contradicts an existing obligation one is under, then the view faces the following difficulty. Suppose Abbey is good friends with Ben and Carl, though Ben and Carl are not on friendly terms. Carl is throwing a party on Friday, to which Abbey is invited and Ben is not. Carl asks Abbey to promise him that she will be at the party. Abbey does so promise. It is clear that, having made Carl this promise, Abbey is now under a moral obligation to attend unless Carl consents to her doing otherwise. Suppose a day later, Abbey runs into Ben. Ben asks Abbey to promise him that she will stay away from Carl's party. Abbey does so promise. Suppose further that Abbey is fully aware that she has made contrary promises to Ben and Carl, though Ben does not know this and should have no reasons to suspect that this is so.

What is the Attainment View to say about the binding nature of Abbey's promise to Ben? At the time of the promise, Abbey is under an obligation to Carl to attend the party, and she has

not sought Carl's release. In promising Ben that she will stay away, Abbey attempts to obligate herself to do an act which she is obligated not to do. And since the Attainment View now says that one does not have a justified normative power to obligate oneself in this manner, the Attainment View therefore renders the verdict that Abbey's promise to Ben is not morally binding.

But this verdict is incorrect. Abbey's promise to Ben is binding. This is evident from the observation that, having promised Ben that she will not attend Carl's party, Ben has grounds to demand Abbey's compliance. Moreover, were Abbey to default on her promise to Ben, Ben has grounds to judge Abbey blameworthy, and Abbey has reasons to offer Ben an apology. Talk of moral demand, blameworthiness and apology makes little sense without the judgment that Abbey's promise to Ben is morally binding. In addition, were Carl to release Abbey from her obligation to attend the party, it is not that Abbey is now free to decide whether or not she will attend. Abbey is still under a moral obligation to Ben to stay away.

The correct verdict regarding Abbey's moral situation is that she is in a moral predicament. She is in this predicament precisely because she is under two incompatible but equally binding moral obligations. Yet the Attainment View cannot make sense of Abbey's situation without the claim that one may have a justified power to obligate oneself, by means of a promise, to do a morally impermissible act. But if the Attainment View does endorse this claim, then it cannot make sense of the non-binding nature of Aiden's promise to Bella that he is to murder Bella's neighbour. Much like Abbey, the Attainment View is caught in a dilemma.

Note that proponents of the Attainment View cannot claim that Abbey has a justified power to obligate herself to Ben because there is value in being able to assure Ben of something he cares about, whereas in the murder promise case, Bella does not wish to be assured of the

murdering of her neighbour. We may easily change the details of the case. Suppose Bella does indeed wish her neighbour to be murdered, and Aiden promises to do just that. Again, Aiden has not made a binding promise to Bella, even though the murder is something Bella wishes to be assured of.

The Attainment View may try to resolve the dilemma by appealing to Shiffrin's rights-transfer theory. Recall that the rights-transfer theory says that, in promising, the promisor transfers her right to decide the performance of the promised act to the promisee. After such a transfer is carried out, the promisor no longer has a right to decide to not do the promised act. Hence, in the absence of the promisee's consent, the promisor is obligated to follow through with her promise.

Shiffrin may then make the following distinction between Abbey's promise to Ben and Aiden's promise to Bella. In the latter promise, Aiden does not possess the right to murder Bella's neighbour to begin with. So a legitimate rights-transfer cannot be carried out. Aiden's promise is therefore without moral force. On the other hand, Abbey does antecedently possess the right being transferred Ben, in the same way that she antecedently possesses the right being transferred to Carl. This explains why both of her promises are morally binding.

But is it not the case that, in promising Carl that she will attend the party, Abbey transfers the right to decide her attendance of the party to Carl? And once this right is legitimately transferred to Carl by means of a promise, how can she then transfer the same right to Ben, a right she clearly no longer possesses? Shiffrin offers the following reply. Shiffrin uses the label "conflicting promises" to describe the sort of promises Abbey makes to Ben and Carl. She claims that, in cases of conflicting promises, the right being transferred is a localized one. When Abbey promises Carl that she will attend the party, Abbey transfers to Carl the right *to decide Abbey's*

*attendance of the party between Abbey and Carl.* Similarly, when Abbey promises Ben that she will stay away from the party, Abbey transfers to Ben the right to *decide Abbey's attendance of the party between Abbey and Ben.* Once the rights at issue are localized in this way, Shiffrin is able to claim that, in making promises to both Ben and Carl, Abbey does antecedently possess the rights beings separately transferred.<sup>48</sup>

I shall argue that this attempt to resolve the dilemma fails, for it faces three difficulties. First, granting the terminology of the rights-transfer theory, it is implausible to claim that, when A promises B that A will do X, A transfers to B only a limited right, namely, the right to decide the performance of X between the two parties. As Shiffrin herself recognizes, the provision of assurance is a central aim of promising. But if a promise involves only the transfer of a limited right, and leaves entirely open the option for the promisor to make contrary promises to others, then a promise would be unable to provide the kind of assurance it serves to provide. Suppose you want to be assured that I will drive you to the airport tomorrow at 9am. Suppose I say to you, "I promise you that I will do so, but please understand that I am at full liberty both to promise others that I won't drive you to the airport and to promise others to do others things at that time." Stated this way, it is clear that this promise would not be able to provide you with the assurance you want. It is more plausible to say that implicit in a promise is the stipulation that the promisor may not make contrary promises to others.

Second, Shiffrin's account of conflicting promises utterly fails to capture the thought that, in promising Ben something she knows to be contrary to what she has already promised Carl, Abbey has conducted herself in a morally reprehensible way. By deliberately withholding from Ben the information that she has already promised Carl that she will attend the party, Abbey leads

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<sup>48</sup> Shiffrin, "Immoral, Conflicting, and Redundant Promises," 164-5.

Ben to form a reasonable but false expectation about Abbey's future action, an expectation Ben would not otherwise form had he know about Abbey's promise to Carl. Abbey's conduct therefore violates Scanlon's Principle D stated above.

Third and more crucially, Shiffrin's central strategy for resolving the dilemma falls short of plausibility. The distinction Shiffrin makes between Abbey's promise to Ben and Aiden's promise to Bella is a distinction made on the basis of rights *possession*. Regarding the latter promise, Shiffrin claims that, since Aiden lacks the right to murder Bella's neighbour, Aiden cannot make a binding promise through the transfer of a right he does not possess. Regarding the former promise, Shiffrin claims that, since Abbey does possess the relevant right at issue, Abbey's promise to Ben is therefore binding. This strategy fails because there are cases where, though one does possess the relevant right one attempts to transfer by means of a promise, the promise is nonetheless without moral force. Consider promises of self-enslavement. Suppose I promise you that I shall permanently remain your slave. It is clear that such a promise is not morally binding. Yet, there is little doubt that each person does possess the right to have exclusive control over his or her own body.

The fact that one does possess some right does not mean this right may be justifiably transferred to another by means of a promise, especially, as the case of self-enslaving promise demonstrates, when the transfer of this right involves the performance of a morally impermissible act. Hence, even if, contrary to what I have argued, Shiffrin is correct in claiming that Abbey does possess the right she attempts to transfer to Ben, there is still the further question why this right may be justifiably transferred, especially if doing so obligates Abbey to directly violate an existing obligation she is under. Because Shiffrin's rights-transfer theory completely fails to

address this further question, her attempt to resolve the dilemma is not successful. The dilemma against the Attainment View therefore stands.

How is the Expectation View to account for the binding nature of Abbey's promise to Ben and Carl? The explanation is straightforward. In promising Ben that she is to stay away from the party, Abbey induces in Ben a warranted F expectation. The same holds true for Carl. In both cases, Abbey's act of providing assurance has brought about a valuable state of affairs, namely, the obtaining of a warranted F expectation in Ben and in Carl. And since Abbey has reasons to not frustrate these expectations, Abbey is under incompatible but equally binding promissory obligations.

At this point, one may wonder why the dilemma does not apply with equal force to the Expectation View. For, suppose Bella would very much like her neighbour to be murdered, and Aiden promises to do just that. Has Aiden not induced an F expectation in Bella? Accordingly, does not the Expectation View render the mistaken verdict that, having promised Bella that he will murder her neighbour, Aiden is now morally obligated to do so? The Expectation View therefore seems to face the same dilemma: either it is the case that Abbey's promise Ben and Aiden's promise to Bella are both binding, or it is the case that neither one is.

But this is not so. An F expectation, as I have expounded the notion, is an expectation the promisee is *warranted* to form on the grounds the promisor provides. Since Abbey has deliberately failed to inform Ben that she has made a contrary promise to Carl, and since Ben should have no reasons to suspect that this is the case, Ben is warranted to form an F expectation given the grounds Abbey provides.

The same, however, cannot be said for Aiden's promise to Bella. Under the Expectation View, a promise is able to provide assurance to the promisee because it signals to the promisee that the promisor takes her moral reasons seriously. These moral reasons include the reasons the promisor has to not mislead the promisee about the content and the settled nature of her intentions, and the reasons the promisor has to perform the promised act once the promisee is justifiably assured. However, in promising Bella that he will murder her neighbour, Aiden in effect signals to Bella that he is ready to flout his moral obligations, and Bella should have reasons to believe that this is the case. In such a situation, an F expectation may not be formed with warrant, for its formation is self-refuting. In essence, when Aiden promises Bella that he will commit a murderous act, Aiden uses the claim that he takes seriously his moral reasons as grounds to assure Bella of an act whose performance entails that Aiden is to disregard his moral reasons.<sup>49</sup>

My defense of the Expectation View may seem to offer the Attainment View a way out of the dilemma. For the Attainment View may now piggyback itself onto the value of a warranted F expectation. The argument goes as follows. Since Ben is warranted to form an F expectation on the basis of Abbey's promise, there is value in Abbey's having the ability to induce such an expectation in Ben. Therefore, Abbey has a justified power to obligate herself to Ben by means of a – albeit morally impermissible – promise. In contrast, since Bella is not warranted to form an F expectation about Aiden's course of action, there is no value in Aiden's having the ability to induce such an expectation in Bella. And Aiden therefore lacks the normative power of promising.

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<sup>49</sup> My defense of the Expectation View against the dilemma entails that, were Abbey to say to Ben, "I have promised Carl that I will go to his party. But I will also promise you that I will stay away," Ben may not justifiably form an F expectation in this case.

This strategy for resolving the dilemma does not work. To show why this is so, I need to distinguish between two wrongs Abbey could potentially commit in attempting to promise Ben that she is to stay away from Carl's party. The first is the wrong of promise breaking. Assuming that neither Ben nor Carl releases Abbey from her promissory obligations, and assuming that Carl does not in the end cancel the party, Abbey must default on one of her promises in order to satisfy the other. The second wrong is the wrong involved in the very attempt to make someone a promise one knows to be incompatible with an existing promissory obligation one is under. In a morally ideal world, Abbey would not attempt to promise Ben that she will stay away from the party without first obtaining release from Carl. The two wrongs are independent of each other. Even if, in the end, Ben releases Abbey from her promissory obligation, we are still right to judge that, in knowingly making incompatible promises to Ben and Carl, Abbey has behaved in a morally impermissible way.

The question I want to raise is why is it that a valid moral obligation may nonetheless arise from a morally impermissible course of action. Here is the answer I offer on behalf of the Protection View. It is true that Abbey should not have made a promise to Ben that she knows to be contrary to her promise to Carl. Abbey's conduct here is morally impermissible. But the demand of morality has its limitation. There is no way for morality to stop Abbey from physically carrying out a course of action which morality deems impermissible. Once Abbey makes Ben the promise, she brings about a valuable state of affairs – a warranted F expectation in Ben – which she has reasons to protect. This explains why, even though Abbey's inducement of this expectation is wrong, she nonetheless incurs the obligation of promise keeping. To further illustrate this point, consider an analogous case. Morality may render the verdict that it is impermissible to conceive a child for no reasons other than one's own boredom. But morality is

unable to physically stop people from engaging in such acts. Once a child is conceived in this morally impermissible way, however, the parents nonetheless incur the obligation to take care of the child.

The Attainment View, however, can offer no compelling answer to the above question. Under the Attainment View, if Abbey's promise to Ben generates a moral obligation, then that is because Abbey has a justified normative power to obligate herself to Ben to stay away from Carl's party. But, as I have said, it is morally impermissible for Abbey to obligate herself in this way. What the Attainment View cannot then say is that there is no way for morality to prohibit Abbey from engaging in this course of action. For, under the Attainment View, the power to obligate oneself by means of a promise is a *normative* power. It is a power that morality stands to confer and take away. By way of an analogy, consider the legal power to voluntarily enter into a relation of marriage with another adult person. There are limitations to the lawful exercises of this power. For instance, one may not enter into a relation of marriage for the sole purpose of committing tax fraud. Because fraudulent marriages of this sort are unlawful, the law does not confer on individuals the legal power to enter into these relations. In the eyes of the law, such "marriages" are void altogether.

If it is morally wrong for Abbey to make a contrary promise to Ben, then Abbey has no justified normative power to place herself under the obligation of promise keeping. Abbey therefore may not have a justified normative power to induce a warranted F expectation in Ben. And, accordingly, the Attainment View's strategy of piggybacking fails. It is precisely because the Attainment View locates the justification of promissory obligation in a normative power – a power that is under the very governance of morality – that it is unable to account for how promissory obligation may nonetheless arise from contrary promises.

I shall conclude the present thesis by restating three central distinctions around which my arguments revolve. I have shown that, in the context of promissory obligation, there are two questions of justification at issue. There is a question concerning the substantive content of the value that underlies the making and receiving of promises. There is in addition a question concerning the formal justificatory structure promissory obligation is to take. I therefore distinguish between what I call the Substantive Question of Justification and the Formal Question of Justification.

I have moreover shown that the central disagreement between, on the one hand, the Practice View and the Expectation View, and on the other hand, the Normative Power View is a disagreement over the Formal Question of Justification. Whereas on the former two views promissory obligation is directly justified by the value that underlies promising, on the Normative Power View the chain of justification is mediated by the normative power of promising. There is, then, a distinction between the justification of promissory obligation being a one-stage affair and it being a two-stage affair.

Next, to account for this structural divergence, I have invoked a distinction I made on the basis of two contrasting conceptions of the function of promissory obligation. I have shown that, while both the Practice View and the Expectation View conceive of the obligation of promise keeping as that which serves to protect the value of promising, the Normative Power View conceives of the obligation of promise keeping as that which serves to make attainable this value.

Finally, I have raised two lines of argument against the Attainment View, one negative and one positive. My negative argument consists in a defense of the Expectation View against two objections. The objections aim to show that, given the structural features of the Protection

View, the Expectation View is led to have certain difficulties. I have argued that these difficulties, when properly considered, are more apparent than real.

My positive argument against the Attainment View exploits a range of pertinent cases, cases that involve promises which are morally impermissible for the promisor to carry out. I have argued that, when it comes to morally impermissible promises, the Attainment View is trapped in an irresolvable dilemma. It is so trapped because the Attainment View cannot plausibly explain why some morally impermissible promises are nonetheless morally binding and why some such promises are not.

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