

Lecture 2: Promises

A Contractualist Alternative

According to Scanlon, the duty to keep one's promises is a special case of a more general duty to not mislead people. This duty arises from our interest for reliable information about each other's actions. This duty needs to be balanced against the speaker's interest to not take on significant burdens every time they make an assertion. (For example, I don't want to be obligated to do something whenever I mention that I'm thinking about doing it.) Thus any moral principle governing promises must strike a balance between these two interests.

Scanlon's project is to search for such a principle:

[Promissory obligations are] one special case of a wider category of duties and obligations regarding the expectations that we lead others to form about what we intend to do. These duties and obligations in turn are a special case of more general duties not to lie or to mislead people in other ways. (Scanlon, 1998, 295)

Consider first the case of a lying promise. What wrong have you committed?

The wrong of unjustified manipulation. You violate the following principle:

Principle M: In the absence of special justification, it is not permissible for one person, A, in order to get another person, B, to do some act x (which A wants B to do and which B is morally free to do or not do but would otherwise not do) to lead B to expect that if he or she does x then A will do y (which B wants but believes that A will otherwise not do) when in fact A has no intention of doing y if B does x, and A can reasonably foresee that B will suffer significant loss if he or she does x and A does not do y.

Why is Principle M a moral principle? Because it is reasonable for us to refuse to grant others permission to treat us in this way.

Principle M explains why it's wrong to make a lying promise. But we need a different principle to explain why it's wrong to make a genuine promise and then change one's mind about fulfilling it.

Second Pass: Principle of Loss Prevention

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

Why is Principle L a moral principle? Because 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.

Principle L is better, but it cannot ground the obligation incurred in promising:

- The principle does not tell us what the reasonable steps are: warning, fulfillment, or compensation.
- Promises are binding even when there is no significant loss at stake:
You meet an old friend Harold at a party. Harold is very anxious that you should not tell others about an incident years ago in which he was involved and about which he is very embarrassed. You promise him not to share this story with others.
- What Harry wants is not mere freedom from worrying but assurance and he cares about the assurance being genuine. The assurance is in part valuable because we can rely on it in order to decide what to do. But that's not the only reason. We value it for its own sake, too.

Third Pass: Principle of Fidelity

Principle F: If (1) A voluntarily and intentionally leads B to expect that A will do x (unless B consents to A's not doing x); (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 beliefs and intentions just described; (5) A intends for B to know this, and knows that B does know it; and (6) B knows that A has this knowledge and intent; then, in the absence of some special justification, A must do x unless B consents to x's not being done.

Note:

- The validity of principle F does not depend on its being generally recognized or adhered to.
- The conditions of expectations and knowledge can be fulfilled in many ways other than promising.
- When I say "I promise" I signal that I'm aware of the fact that not to return your help would be wrong – forbidden by the moral reasoning that lies behind F.

Note that Scanlon does not deny that promising is a social practice. But we need to distinguish three roles that such a social practice can play in giving rise to obligations to keep agreements:

1. It can serve as a mechanism for signaling intentions and our understanding of the situation.
2. It can serve as a source of motivation and ground expectations about what others will do.
3. It might play a crucial role in generating obligations to keep particular agreements.

The contractualist agrees that it plays roles (1) and (2). But she denies that it needs to play role (3).

Overall the idea is thus:

- human beings have an interest in being assured of the truth of certain propositions
- this interest is independent of anything that they may do in reliance on them
- the desire for such an assurance is a wish for knowledge about what a speaker is going to do
- speakers can let others know what they are going to do without thereby committing themselves to doing it
- but sometimes they do place themselves under an obligation to ensure that the proposition in question is true
- this is independent of whether they communicate the intention to undertake this obligation

Worries about Scanlon's Account

- Is this account circular? "I promise" creates an obligation only if it creates an expectation in the recipient. But it can create such an expectation only if the recipient has reason to believe that the speaker has reason to do that thing. What is this reason? It's the speaker's awareness of the fact that it would be wrong to follow through on the promise. But it's wrong to follow through only if the promise created an obligation. And that in turn depends on the recipient's expectation!
- Can't we make a binding promise even if the promisee does not want what we are promising?
- Can't someone make a binding promise even if the promisee does not expect that she will follow through?

Owens' Criticism

Can Principle F be right?

- Principle F applies to any assurance about what the assurer 'will do' whether or not she communicates an intention.
- But there's a difference between communicating the intention that you will do something and merely predicting that you will do it.
- If I predict I will come to your party I don't place myself under the obligation of attending. You cannot hold a grudge against me if I don't show up. But if I tell you that I intend to go to your party, then things are different.

- Promising that p and testifying that p are very different – I can opt out of promising but I cannot opt out my obligation to say the truth.

Diagnosis:

- Principle F cannot distinguish between predictions and communicating intentions because it takes our practice of promises to be grounded in our need for information.
- Interest in correct information is indifferent to whether the speaker conveys the information by declaring an intention or by making a prediction.
- Sometimes a prediction gives me more assurance than someone's communication of intention.

An alternative proposal: The Authority-Interest Theory

Imagine a world in which people are decent and this is common knowledge. Would they have an interest in promises?

Owens thinks yes. Consider the following situation:

You are trying to get me to give you a lift home. I happily express the intention to give you a lift home, but I am reluctant to promise. This is so, even if I am extremely confident that I will give you a lift home.

Why might I be reluctant to make the promise?

I don't want to *bound*; I want to have the right to decide what I shall do.

...it is an interest in having a certain moral power, the moral freedom to act in accordance with one's own judgment about what one ought to do rather than in accordance with someone else's. (Owens, 70)

Why does promissory obligation arise only when one deliberately communicates the intention of taking it on? Owens:

What happens when X promises to Y that X will do something is that Y takes away some part of X's authority to run their own life and this can be done only by way of an exercise of that very authority by X. (Owens, 72)

Readings

Scanlon, Thomas (1990). Promises and Practices. *Philosophy and Public Affairs*, Vol. 19, No. 3
 Owens, David (2006). A Simple Theory of Promising. *Philosophical Review*, Vol. 115, No. 1