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PROVIDING ASSURANCE ON SCANON'S ACCOUNT OF PROMISES

by

HUNTER TYLER THOMSEN

Under The Direction of Christy Hartley, PhD

ABSTRACT

Thomas Scanlon provides a theory of why we ought to keep our promises according to which the wrong of breaking a promise is a moral wrong that does not depend on any social practice. Instead a promise provides a recipient with assurance and the value of assurance establishes a moral obligation to keep our promises. However, it is often charged that theories like Scanlon's are untenable because they are subject to a vicious circularity. I address some recent critics of Scanlon's theory, all of whom maintain that his account does not adequately show how a promise provides assurance and therefore does not overcome the charge of circularity in explaining why we are obligated to keep our promises. I revise Scanlon's theory and show how a promise can provide a recipient with assurance, demonstrating that Scanlon's account is a tenable theory of why we have an obligation to keep our promises.

INDEX WORDS: Promises, Promissory obligation, Contractualism, Scanlon

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by

HUNTER TYLER THOMSEN

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1. *Introduction*[1]

We typically agree that we have an obligation to keep our promises. However, there is much disagreement about why we have this obligation. The more received view is that the obligation to keep a promise depends essentially on the existence of a conventional norm or social practice of agreement making. When someone makes a promise, on this view, members of society have certain expectations and intentions, and accept certain norms regarding the promisor's conduct. Given this societal practice, the promise enables the promisor and the promisee to enter into a stable kind of agreement. The wrong involved in breaking a promise then derives from the fact that this social practice or conventional of agreement making allows the members of society to enter into these stable agreements in pursuing their aims and interests, and is therefore to everyone's benefit or advantage.[2]

On T.M. Scanlon's view, however, this practice-based view fails to capture what is most important about the obligation to keep a promise: "Unlike an obligation to comply with a just institution that provides some of the public goods, the obligation to keep a promise is owed to a specific individual."[3] In breaking a promise, that is to say, one does not just do something wrong, but does something wrong to the person to whom the promise was made. What seems significant about the obligation to keep a promise, then, is not the advantage keeping promises has for everyone in society, but the fact that in breaking a promise we do something wrong to the person the promise was made to. Thus, while a social practice or conventional norm may play

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[1] Throughout the paper I use the masculine pronoun to refer to the promisor, or speaker, and the feminine pronoun to refer to the promisee, or recipient of the speaker's promise.

[2] Though views of this kind differ in a number ways from how I have described it here, theories with the basic claim that promissory obligation depends essentially on a social practice or conventional norm can be found in: David Hume, *A Treatise of Human Nature*, ed. D. Norton & M. Norton (Oxford University Press, 2000), 331-7, John Rawls, *A Theory of Justice* (Harvard University Press, 1971), 344-50, Joseph Raz, "Voluntary Obligations and Normative Powers," *Proceedings of the Aristotelian Society Supplement*, Vol. 46 (1972), 79-102, G.E.M. Anscombe, "Rules, rights, and promises," *Midwest Studies in Philosophy*, Vol. 3 (1978), 318-23, H.L.A Hart, *The Concept of Law*, 2nd Edition (Cambridge University Press, 1998), 43-4, 225.

[3] Thomas Scanlon, *What We Owe to Each Other* (Harvard University Press, 1998), 316.

some role in how we make promises, Scanlon argues that the obligation to keep a promise does not at all depend on the existence of any social practice or conventional norm. A promise, on Scanlon's view, provides a recipient with assurance, and the value of this assurance is sufficient to establish a *moral* obligation to keep our promises.[4]

Theories of promissory obligation like the one Scanlon advances, however, which do not appeal to any social practice or conventional norm, but maintain that the wrong of not fulfilling a promise is a moral wrong, are often thought to be untenable. Specifically, such accounts are thought to be subject to a vicious circularity.[5] Scanlon presents a way of dealing with the charge of circularity, but his argument has been subject to many criticisms. My aim in this paper is to address these criticisms, and to revise Scanlon's view. Specifically, I will argue that although Scanlon's account of promising, as it stands, is problematic, it can be defended by taking into consideration the promisor's moral regard for the promisee's expectation.

In the second chapter I will present Scanlon's account, and his response to the charge of circularity. In the third chapter, I will present three criticisms of Scanlon's response. Central to each criticism is that Scanlon does not show why we are obligated to keep our promises because a promise as he interprets it cannot provide a recipient with the appropriate assurance. Then, in the fourth chapter, I will present another way that we can interpret a promise on Scanlon's account, and I will argue that on my interpretation a promise *can* provide a recipient with the appropriate kind of assurance. In the fifth chapter I will show how my interpretation of a promise addresses the specific criticisms from the third chapter, and I will then conclude in the

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[4] The main works of Scanlon's that I draw on in this paper are Thomas Scanlon, *What We Owe to Each Other* (Harvard University Press, 1998), and Thomas Scanlon, "Promises and Contracts," in *The Theory of Contract Law*, Edited by Peter Benson, (Cambridge University Press, 2001), 86-117.

[5] This charge is stated in H.A. Prichard, "The Obligation to Keep a Promise" in *Moral Writings*, edited by Jim MacAdam (Oxford: Clarendon Press 2002), 257–266, Michael Robbins, "The Primacy of Promising," *Mind*, Vol. 85 No. 339 (1976), 321-340, G.E.M. Anscombe, "Rules, Rights, and Promises," in *Ethics, Religion, and Politics: Collected Philosophical Papers*, (Minneapolis: University of Minnesota Press, 1981), 97-103, and Michael Pratt, "Scanlon on Promising," *Canadian Journal of Law and Jurisprudence*, Vol. 14 No. 1 (January 2001), 143-154.

sixth chapter that Scanlon's theory is a tenable way of explaining why we have an obligation to keep our promises.[6]

2. *Scanlon's Account*

On Scanlon's view, the wrong involved in not fulfilling a promise is an instance of a more general class of moral wrongs concerning what we owe to those whom we've led to form certain expectations about our future conduct.[7] Scanlon then argues that cases of promising are distinguished from other wrongs in this class in two respects.

First, promises are meant to provide a recipient with *assurance*: they are meant to enable a recipient to be "reasonably certain that a thing will happen unless she consents to it not happening."[8] To illustrate, suppose that my younger brother and I are traveling abroad on our own for seven days. Before we are about to get on the plane my mother says to me, "Promise that you'll look out for your brother, and won't leave him wandering off alone," to which I respond, "I promise." What my mother desires here is to be reasonably certain that while we're abroad I will look out for my brother. And my promise enables her to be reasonable certain that I will do as she is asking. That is to say, my promise provides her with assurance: it enables her to be reasonably certain that things are going to go a certain way—the way that I've promised her they will.

The obligation to keep our promises, then, derives from the considerable reasons we have for valuing the assurance that a promise provides. Specifically, there are strong general reasons to value the assurance of a promise, not simply because we have reason to want to be in a

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[6] I should perhaps emphasize that the main aim of this paper is to work within Scanlon's Contractualist moral theory to show how this theory can give an appropriate account of why we have a moral obligation to keep our promises. My arguments to show how a promise provides assurance thus makes use of Scanlon's Contractualist moral theory.
[7] Scanlon, *What We Owe to Each Other,* 296.
[8] Scanlon, *What We Owe to Each Other*, 316.

reasonably confident state of mind, but primarily because we have considerable reasons to want certain things to actually happen.[9] When my mother asks me to promise to look out for my younger brother, what she has good reason to want is not just peace of mind or freedom from worry, but certain things to actually transpire—that her son will be watched out for so that no preventable harm or trouble will come to him while he is abroad. In other words, she has good reason to want it to be the case that I will watch out for my younger brother. The reasons my mother has illustrates the general kinds of reasons expressed in what Scanlon calls the *value of assurance*: "What you have reason to want is not mere peace of mind of believing that [things will go a certain way]; rather you have reason to want these things actually to be the case. What I am calling the value of assurance reflects reasons of both of these kinds, but it is the latter that are primary."[10] In essence, the value of assurance is the strong interest we have in being able to be reasonably certain that things are going to happen unless we consent to their not happening, and the reason we have for valuing this assurance is not just because we want freedom from stress, but primarily because we have reason to want certain things to actually transpire.[11]

Given the considerable reasons we have for valuing the assurance a promise provides, Scanlon argues that it is reasonable to want a principle specifying the obligation to fulfill our promises. Accordingly, Scanlon formulates the *Principle of Fidelity*:

> If (1) in the absence of objectionable constraint, and with adequate understanding (or the ability to acquire such understanding) of his or her situation, A intentionally leads 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

[9] Scanlon, "Promises and Contracts," 95.
[10] Scanlon, "Promises and Contracts," 95.
[11] This interpretation of the value of assurance reflects Scanlon's abstract account of value (Scanlon, *What We Owe to Each Other*, 95-100). I will not discuss it in this paper, but there are some interesting critical discussions of Scanlon's conception of assurance. See Richard Parkhill, "Assurance and Scanlon's Theory of Promises," *Proceedings of the Aristotelian Society*, Vol CVIII, Part 3 (2008): 385-392, Nicholas Southwood and Daniel Friedrich, "Promises Beyond Assurance," *Philosophical Studies: An International Journal for Philosophy in the Analytic Tradition*, Vol. 144, No. 2 (2009): 261-280, and Dennis Patterson, "The Value of a Promise," *Law and Philosophy: An International Journal for Jurisprudence and Legal Philosophy*, Vol. 11, No. 4 (1992): 385-402.

> 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 special justification, A must do X unless B consents to X's not being done.[12]

The *Principle of Fidelity* on Scanlon's view is valid—*viz*. it correctly identifies certain actions as morally required under certain conditions. Moreover, this principle can be established on Scanlon's contractualist moral theory through the *ideal of justifiability*. On this ideal, an action is morally required if a principle requiring the action's performance could not be reasonably rejected by others concerned to live in accordance with mutually justifiable principles.[13] To determine if a principle can be reasonably rejected, we consider the burdens that would be imposed on some people if the action were required. To determine if these burdens provide grounds for reasonably rejecting the principle, we consider the reasons for wanting such a principle, and compare them against the burdens not having this principle would place on others.[14]

Scanlon argues that the reasons we have for valuing assurance are sufficient to establish that the *Principle of Fidelity* cannot be reasonably rejected. To avoid the requirement imposed by the *Principle of Fidelity* one only needs to make sure to appropriately condition or qualify the expectation they lead another to have, by saying, for instance, "This is what I intend to do, but I may change my mind." Since the burden of qualifying the expectation one leads another to form is so slight in comparison to the strong interest we have in being provided with assurance, and given the strong reasons we have for valuing assurance, there are not sufficient grounds to

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[12] Scanlon, "Promises and Contracts," 95. The way the Principle Fidelity is stated here is slightly different than how it is stated in *What We Owe to Each Other*. The main difference is that Scanlon has added two qualifications to the first condition. Nothing in this paper depends on this difference. For comparison see Scanlon, *What We Owe to Each Other*, 304.
[13] Scanlon, *What We Owe to Each Other*, 4-5, 168-9, and 189.
[14] Scanlon, *What We Owe to Each Other*, 195, 213.

reasonable reject the *Principle of Fidelity*.[15] Consequently, when a speaker fulfills the conditions specified by the *Principle of Fidelity*, and provides another with assurance that a certain expectation will be fulfilled, the speaker is morally required to act in the way that will fulfill that expectation.

Notably, since the *Principle of Fidelity* is grounded in the value of assurance, its validity does not depend on their being any conventional norm or social practice of agreement making. When such practices exist, they may provide one kind of basis for providing assurance; however, assurance can be provided in many ways, in some instances without uttering the words, "I promise."[16] This leads to the second way that promises are distinguished from other, related obligations, which is the way that they provide assurance. Scanlon writes, "When I say, 'I promise to help you if you help me,' the reason that I suggest to you that I will have for helping is my awareness of the fact that not to return your help would, under the circumstance, be wrong: not just forbidden by some social practice but morally wrong—disallowed by the kind of moral reasoning that lies behind [the *Principle of Fidelity*]."[17] That is, in making a promise, the speaker conveys his awareness that, given the circumstances, it would be morally wrong not to fulfill the recipient's expectation, without some justification she can reasonably accept.

A more precise analysis of how a promise provides assurance works as follows. When I say, "I promise to do *X*," I do several things. First, I claim to have a certain intention. Second, I make this claim with the clear purpose of getting you to believe I have this intention; and the circumstances in which I do this are such that I'm aware that if you believe I have this intention then the truth of your belief will be of considerable importance to you. Third, and most especially, I indicate to you that I believe and take seriously the fact that, once I have declared

[15] Scanlon, *What We Owe to Each Other*, 304-5.
[16] Scanlon, *What We Owe to Each Other*, 306. Scanlon, "Promises and Contracts," 98.
[17] Scanlon, *What We Owe to Each Other*, 306.

this intention under the circumstances, and have reason to believe that you are convinced by it, it would be wrong of me not to perform the promised action. Specifically, the function of the expression "I promise" gives the recipient the understanding that the promisor is aware that it would be morally wrong not to fulfill her expectation, and this provides the recipient with assurance—it enables the recipient to be reasonably certain that the promisor will fulfill her expectation, unless she consents to his not fulfilling her expectation.

At this point Scanlon acknowledges that his interpretation of how a promise provides assurance may seem subject to a charge of vicious circularity, which can be stated as follows. The speaker provides assurance by conveying his awareness that it would be morally wrong not to fulfill the recipient's expectation. However, it seems like it could only be morally wrong not to fulfill the expectation, if the speaker were morally obligated to fulfill the expectation. A speaker is only morally obligated to fulfill the recipient's expectation, however, if he provides assurance: and the speaker provides assurance by conveying his awareness that it would be morally wrong not to fulfill the recipient's expectation.[18] This circularity charge thus suggests that Scanlon's account does not explain how promises give us obligations—a promisor is obligated to fulfill the recipient's expectation because promises provide assurance, but the way a promise provides assurance seems to presuppose that the promisor is *already* obligated to fulfill the recipient's expectation.

Scanlon responds that this circularity is only apparent if we distinguish between a series of related moral wrongs. In particular, there is, first, the moral wrong regarding the expectations that we lead others to form about what we intend to do; specifically, it is the wrong of convincing another to have a certain expectation, while having no intention to fulfill that

[18] Scanlon, *What We Owe to Each Other*, 307

expectation. Then, there is a more specific moral wrong of attempting to commit the first wrong; that is, of attempting to lead another to form a reasonable yet false expectation.[19] Given that there are strong reasons to want to direct our efforts and resources toward aims we have chosen, and to make or look for opportunities to establish arrangements in pursuit of those aims, we therefore have strong reasons not to want those plans co-opted or thwarted whenever it is convenient or suits someone else's purposes. These reasons are thus sufficient to establish that it would be morally wrong to negligently or intentionally lead another to form a reasonable yet false expectation about one's future conduct, when that expectation is important to that individual. And, in turn, we can establish that it would be wrong to attempt to do this as well.[20]

According to Scanlon, it is in virtue of this latter wrong of attempting to lead another to form a reasonable yet false expectation that a promise provides assurance. Scanlon writes,

> If you believe that I take seriously the fact that making such an attempt is wrong, then you believe that I have a significant reason not to do this. You therefore have reason to believe that (in the absence of special justifying conditions) I would not attempt to persuade you that I intend to do a certain thing (when I know that you care about and may rely upon my doing it) unless I actually had a settled intention to do that thing.[21]

In making a promise, this is to say, the speaker conveys to the recipient that he takes it to be morally wrong to lead her to think he intends to do a certain thing without actually having the settled intention to do that thing. In other words, a promise provides the recipient with the understanding that the speaker takes it to be morally wrong to lead her to form a false expectation about how he intends to act. This gives the recipient good reason to believe that the speaker would not attempt to mislead her in this way, and that he therefore has the settled intention that will fulfill her expectation. Thus, Scanlon's account avoids the charge of circularity since the reason a promise provides assurance is, not because it would be morally

[19] Scanlon, *What We Owe to Each Other*, 306
[20] Scanlon, *What We Owe to Each Other*, 298. Scanlon, "Promises and Contract," 89 and 93.
[21] Scanlon, *What We Owe to Each Other*, 308.

wrong not to fulfill an obligation to fulfill the recipient's expectation, but because the promisor knows and takes seriously the moral wrong involved in attempting to lead the recipient to form a false expectation about how he is intending to act.

3. *The Wrong Kind of Assurance*

Scanlon's interpretation of a promise seems to avoid the charge of circularity. However, it is not clear that a promise on this interpretation can actually provide assurance. Indeed, in this chapter we'll see that Michael Pratt,[22] Niko Kolodny, R. Jay Wallace,[23] and Elinor Mason,[24] all find that a promise, as Scanlon interprets it, cannot enable a recipient to be reasonably certain that her expectation will be fulfilled unless she consents to its not being fulfilled. In the next three sections of this chapter I will explicate these author's critiques of Scanlon's interpretation of how a promise provides assurance.

3.1. *Michael Pratt*

I'll first present the critique formulated by Michael Pratt. To begin, recall the way a promise provides assurance on Scanlon's view: A promise provides the recipient with assurance by providing her with the understanding that the promisor takes it to be morally wrong to lead her to think he intends to do a certain thing without actually having the settled intention to do that thing. Pratt argues that this interpretation of a promise cannot provide assurance because it does not enable the recipient to have the right kind of understanding about how the promisor is intending to act. Specifically, a promisor seems to give the recipient good reason to believe that

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[22] Michael Pratt, "Promises and Perlocutions," *Critical Review of International Social and Political Philosophy*, Vol. 5, No. 2 (2002): 93-119, Michael Pratt, "Scanlon on Promising," *Canadian Journal of Law and Jurisprudence*, Vol. 14, No. 1 (January 2001): 143-154. Pratt's criticism is also restated by Neal A. Tognazzini, "The Hybrid Nature of Promissory Obligation," *Philosophy & Public Affairs*, Vol. 35, No. 3 (2007): 203-232.
[23] Niko Kolodny and R. Jay Wallace, "Promises and Practices Revisited," *Philosophy and Public Affairs*, Vol. 31, No. 2 (Spring, 2003): 119-154.
[24] Elinor Mason, "We Make No Promises," *Philosophical Studies*, Vol. 123 (2005): 33-46.

currently he has an certain intention to act in a particular way, but what reason does she have to believe that the speaker will *adhere* to that intention? While the speaker is aware that it would be wrong to lead the recipient to think he intends to do a certain thing without actually having the settled intention to do that thing, it's not clear whether the speaker takes it to be wrong to change his intention. In particular, the speaker hasn't provided the recipient with the understanding that he takes it to be morally wrong to not adhere to that intention without the recipient's consent, and thus he has not provided the recipient with assurance. In Pratt's words, "It does *not* follow that the intention of the promisor…is 'settled' in the sense that the promisor may not change his…mind without the consent of the promisee."[25]

According to Pratt, the only way for Scanlon's theory to work is if there is a certain kind of social practice or conventional norm. To show this, Pratt first draws out what seems to missing from Scanlon's interpretation of a promise, which we can illustrate with an example. Say that Jenny needs a ride home from work tomorrow, and so she asks Tyler if he'd be willing to do so. Tyler replies by saying, "In all likelihood I'll be able to give you a ride, and I fully intend to do so; however, it might be that I will have to leave work early tomorrow, so please know that I am not entirely committed to giving you a ride home."[26] Let us further assume that from this statement Jenny has the same understanding that a promise would provide on Scanlon's interpretation; that is, we can assume that Jenny has the understanding that Tyler takes it to be morally wrong to lead her to think he intends to do a certain thing without actually having the settled intention to do that thing. Accordingly, Jenny can be assured that, at the moment, Tyler intends to drive her home after work tomorrow.

[25] Pratt, "Scanlon on Promising," 153. Pratt, "Promises and Perlocutions," 106-7.
[26] This example is nearly the same as what Pratt presents in "Promises and Perlocutions," 107.

Now, Pratt notes that if Tyler incurs any moral obligation in this case, it cannot be the one specified by the *Principle of Fidelity*. Even if we assume that Jenny has the understanding that Tyler wouldn't lead her to believe he has a certain intention without actually having that intention, there would be good reasons for reasonably objecting to the *Principle of Fidelity* if it bound Tyler into an obligation to drive her home from work tomorrow, since he has taken adequate measures to preclude Jenny from being provided assurance.[27] But what is it, then, that is missing from Scanlon's interpretation of a promise that precludes Jenny from being provided with assurance? Pratt points out that it must be something about Tyler's claim that explains why he is not committed to that intention. That is, what seems to be missing is Jenny's understanding that Tyler takes it that, having said he has a settled intention to do a certain thing, he is now morally required to commit to that intention. More specifically, Pratt claims that what is absent from Scanlon's interpretation is the idea that a promise conveys the speaker's belief that, having made a promise, and having led the recipient to think he has a certain intention, he now morally owes it to her to stick with that intention and fulfill her expectation. Thus, in order for the *Principle of Fidelity* to be valid it must require a promise to give the recipient the understanding that the promisor takes it that, having made the promise, he now owes it to the recipient to do as he said he would.[28]

It is worth noting that Scanlon may respond Pratt fails to observe the first condition of the *Principle of Fidelity*, which requires the speaker to lead the recipient to expect that he will perform a certain action *unless the recipient consents to his not so acting*. Scanlon could then argue that this is why Jenny is precluded from being provided assurance in the example. However, Pratt responds that in order for the recipient to form this expectation that the speaker

[27] Pratt, "Promises and Perlocutions," 104. See also Scanlon, *What We Owe to Each Other*, 304.
[28] Pratt, "Promises and Perlocutions," 107-8.

will perform the promised action unless she consents to his not so acting, she must have the understanding that the speaker takes himself to morally owe it to her to perform. That is, the recipient must believe that the speaker takes himself to have a reason for performing the action that can be extinguished if she consents to the action not being performed. The only plausible way in which the speaker could have a reason of this sort, however, is where the reason or requirement derives from the speaker regarding himself as owing that performance to someone. It is difficult, Pratt claims, to think of another way in which one can have a reason to act a certain way, but will no longer have this reason if another agrees to the action not being performed.[29]

What Scanlon's interpretation of a promise is missing, then, is the idea that a promise conveys the speaker's belief that, having led the recipient to think he has a certain intention, he owes it to the recipient to adhere to that intention; or that he is morally required to carry out that intention so as to fulfill her expectation. However, Pratt points out that, "in the absence of some social practice of promise-keeping, a promisee would have no reason to ascribe such a belief to a promisor."[30] Specifically, in making a promise, and expressing a settled intention to act a certain way, it's not clear what could establish that the speaker now morally owes it to the recipient to fulfill her expectation unless there is a social practice or convention which performed this function.[31]

Consequently, if we are to stick with Scanlon's way of responding to the circularity charge, and interpret a promise as conveying a speaker's settled intention to act a certain way, then in order to explain how a promise can provide assurance we need some way to explain the speaker's belief that by making a promise he also morally owes it the recipient to carrying out

[29] Pratt, "Promises and Perlociutions," 109.
[30] Pratt, "Promises and Perlocutions," 108.
[31] Pratt, "Promises and Perlocutions," 108.

that intention; and to do this it seems like we must appeal to a social practice or conventional norm which effectively obligates the speaker to adhere to his intention.

3.2. *Niko Kolodny & R. Jay Wallace*

Niko Kolodny and R. Jay Wallace present a second critique, which voices a similar concern: that a promise on Scanlon's interpretation does not give a recipient good reason to believe the speaker will adhere to his intention. They begin by arguing that the type of reasoning a recipient must go through shows that it must be the case that the promisor has some compelling reason for having his intention. In particular, they note that a promise, as Scanlon interprets it, would seem to provide assurance by enabling the promisee to reason as follows: Since the promisor would not attempt lead another to form a false expectation about his future conduct, the promisor must believe that he will fulfill the expectation, and must believe this because he is intending to act in the way that is expected.[32] As Kolodny and Wallace point out, however, in order for this to provide assurance it cannot be a mere intention to act as expected. If the promisor formed a *mere* intention to do the expected act, without having any compelling reasons, then there seems to be no reason for the promisor not to revise his intention in the face of some contrary reason, or some other compelling intention.[33] And if this is the case, then it is not clear that the recipient can be reasonably certain that the speaker will fulfill her expectation.[34] Thus, in order for a promise to enable the recipient to be reasonably certain that the speaker will fulfill the expectation—in order for her to be provided with assurance—it must be that the speaker has some compelling reason to fulfill the expectation. In essence, as Kolodny and Wallace write,

[32] Kolodny and Wallace, "Promises and Practices Revisited," 139-140.
[33] Kolodny and Wallace, "Promises and Practices Revisited," 140.
[34] Kolodny and Wallace, "Promises and Practices Revisited," 141.

"the question is whether [the recipient] has reason to believe that [the speaker's] present intention will persist."[35]

In particular, for the recipient to be reasonably certain that the speaker's present intention will persist, and that he will actually fulfill her expectation, Kolodny and Wallace argue that the promisor must have either a prior or non-moral practice-based reason for that intention. First, the speaker's compelling reason cannot be that, having made a promise and provided the recipient with assurance, the promisor is obligated by the *Principle of Fidelity*—this is what generated the circularity charge.[36] Also, we cannot suppose that the speaker's reason depends on the existence of a conventional norm or social practice of agreement making, for Scanlon wants to explicitly deny any such reasons have a necessary role to play in explaining promissory obligation. This would seem to leave us with the speaker's having a prior reason to fulfill the expectation, that is, a reason prior to making the promise, such as it being in his own best interest. Or the speaker must have a nonmoral practice-based reason, which would be a reason based on his membership or affiliation with a group, society, or practice. For instance, the promisor may take his identity and integrity as a member of the Eagle Scouts to require him to keep his promises.[37]

If it must be the case that a promisor has a prior or nonmoral practice-based reason in order to assure the promisee, however, then Scanlon's interpretation of a promise is seriously inadequate. The whole point of a promise is that it is supposed to provide the promisor with a sufficient reason and motivation to fulfill the expectation regardless of whatever other reasons he may or may not have. Indeed, as Scanlon himself points out, "Typically, a promise is asked for

[35] Kolodny and Wallace, "Promises and Practices Revisited," 141
[36] Kolodny and Wallace, "Promises and Practices Revisited," 141
[37] This practice-based reason would be nonmoral and not social in that not everyone will be morally required to be a member of the Eagle Scouts.

or offered when there is doubt as to whether the promiser will a have sufficient motive to do the thing promised. [And] the point of a promise is to provide such a motive."[38] The vital function of a promise, in other words, is to supply the speaker with a reason and motivation to fulfill the recipient's expectation, when the speaker would otherwise have no reason to fulfill her expectation, or when it is questionable whether the reasons he does has are sufficient to provide the recipient with assurance.

Accordingly, what Kolodny and Wallace find most problematic about Scanlon's interpretation of a promise is that it cannot explain how a promise provides assurance in certain paradigm cases, where a promise serves this vital function. The paradigm cases Kolodny and Wallace have in mind are characterized by two conditions. First, the recipient stands much to loose if the speaker does not fulfill her expectation, which entails that the speaker's having a mere intention will not suffice to provide the recipient with assurance, and the speaker must have some compelling reason to fulfill the expectation—some prior or nonmoral practice based reason for adhering to his intention. And the second condition is that the speaker has no prior or nonmoral practice based reason to fulfill the expectation. To give an example, Kolodny and Wallace present the following paradigm case, which I'll call *Hume's Farmers Case*:[39] "Farmer *A* wishes to persuade farmer *B* to help with *A*'s harvest today in return for *A*'s helping with *B*'s harvest tomorrow, but is unable to do so, because *B* is aware that *A* will have no reason to help him tomorrow, after having already reaped whatever benefits are coming to him from their agreement."[40] What we'd like to say in this case is that *A* can provide *B* with assurance that he'll return *B*'s help, and can do so by promising. However, as Kolodny and Wallace have argued, on

[38] Scanlon, *What We Owe to Each Other,* 322.
[39] The following example is originally attributed to David Hume, *A Treatise of Human Nature*, ed. L. A. Selby-Bigge, P H. Nidditch, 2nd Edition (Oxford: Oxford University Press, 1978), 520-21.
[40] Kolodny and Wallace, "Promises and Practices Revisited," 120-1. 3.

Scanlon's account a promise can only provide a recipient with assurance if the speaker has a prior or nonmoral practice based reason to stick with his intention and fulfill the recipient's expectation, and in this case the speaker does not have a prior or nonmoral practice-based reason.[41] As a result, in a certain paradigm cases of promising, such as *Hume's Farmers Case*, Scanlon's account cannot explain how a promise can provide assurance.

3.3. *Elinor Mason*

Elinor Mason formulates the last critique I'll present, which also shows that a promise as Scanlon interprets it fails to adequately provide a recipient with assurance. Mason's critique does so, however, by arguing that Scanlon fails to capture what is distinctive about the act of making a promise. She first points out that the difficulty for any account of promissory obligation is to account for the obligation one acquires in making a promise: "Promising is a way of incurring an extra obligation—so that if you break a promise you have done (at least) two things wrong: you have not only misled someone, or upset them, but you have broken your promise."[42] What is distinctive about making a promise, then, is that one not only convinces the recipient of an intention to act a certain way, but one also incurs an obligation to fulfill her expectation, so that in failing to fulfill the recipient's expectation one not only misleads the promisee but also breaks his obligation to keep the promise.

Mason's main criticism of Scanlon's interpretation of a promise, then, is that it fails to capture this distinctive feature of making a promise. She points out that promising on Scanlon's interpretation seems to simply be a way for the speaker to get the recipient to trust him that he has a settled intention which will fulfill her expectation, but does nothing to really show that the

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[41] Kolodny and Wallace, "Promises and Practices Revisited," 143.
[42] Mason, "We Make No Promises," 34. Pratt emphasizes this distinctive aspect of promising as well (Pratt, "Scanlon on Promising," 143-4).

speaker also incurs a moral obligation to fulfill that expectation.[43, 44] Since making a promise does not incur this distinctive obligation, there is thus no account of the extra wrong involved in breaking a the promise. Moreover, it's not clear whether the recipient can think that if the speaker were to revise his intention in the face of some compelling or appealing reason that he would take himself to have not only misled her, but to also have contravened an obligation to fulfill her expectation; that is, there is nothing to capture the idea that the speaker would be breaking his promise.[45]

Since making a promise does not incur an obligation to fulfill the recipient's expectation, but only emphasizes the speaker's commitment to his intention, we can further conclude that a promise on Scanlon's interpretation cannot provide assurance. The recipient may be able to trust the speaker for various reasons, and be reasonably sure he has an intention that will fulfill her expectation because she, say, thinks the promisor is a nice guy. However, she cannot be sure the speaker will adhere to his intention and fulfill her expectation *on the basis of the promise*.[46] That is, since in making the promise the speaker does not incur an obligation to fulfill her expectation, its not clear if he takes it to be wrong to fail to fulfill his promise. As such, while the recipient might feel she can trust the speaker wouldn't mislead her, since Scanlon's interpretation doesn't account for how the speaker acquires an obligation to fulfill her expectation in the act of making the promise, it's not clear that the promise enables her to be reasonably certain that her expectation will be fulfilled.

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[43] Indeed, it seems like a promisor can only incur an obligation on Scanlon's account if the promise provides the recipient with assurance.
[44] Michael Pratt also makes this point (Pratt, "Scanlon on Promising," 148, 152), and it's not entirely clear whether Scanlon would deny that his interpretation *is* just a way to inspire trust. For instance, Scanlon writes, "When I say, 'I promise to be there at ten o'clock to help you,' the effect is the same as if I had said, 'I will be there at ten o'clock to help you. Trust me'" (Scanlon, *What We Owe to Each Other*, 306).
[45] Mason, "We Make No Promises," 36-7.
[46] Mason, "We Make No Promises," 37.

3.4. *The Wrong Kind of Assurance*

Each of these authors' critiques is distinct in what they take to be particularly problematic with Scanlon's interpretation, but they all converge on the conclusion that how a promise provides assurance is inadequate. What seems good about Scanlon's interpretation is that a promise gives the recipient good reason to think that the speaker has a settled intention to act in a certain way. What is problematic, however, is that there is not good reason for the recipient to think that the speaker will adhere to that intention, and fulfill her expectation, unless she consents to it not being fulfilled. On Michael Pratt's critique, in making a promise the speaker does not seem to incur an obligation to the recipient to stick with his intention, and so she has no reason to think that the speaker will not change his intention without her consent. Similarly, on Kolodny and Wallace's critique, a promise does not supply a speaker with a reason and motivation to fulfill the recipient's expectation, so that in certain paradigm cases of promising, where the speaker has no reason to meet the recipient's expectation, a promise will be ineffective in giving the recipient good reason to think that her expectation will be fulfilled. And again, on Elinor Mason's critique, in making a promise the promisor does not incur any obligation, so that the recipient cannot be sure on the basis of the promise that that the promisor will fulfill her expectation. In essence, a promise on Scanlon's interpretation seems to provide the wrong kind of assurance: while the recipient can be assured that the speaker has a current settled intention to act in a certain way, a promise does not enable her to be reasonably certain that her expectation will be fulfilled unless she consents to it not being fulfilled.

4. *Providing Assurance on Scanlon's Account of Promises*

Since a promise on Scanlon's proposed interpretation cannot actually provide a recipient with assurance, the account Scanlon advances is problematic. For, the reason a promisor is

obligated to fulfill the recipient's expectation, is because promises provide a recipient with assurance. Thus, unless there is a way to explain how promises can provide assurance, Scanlon's theory will not work as an account of why we are morally obligated to keep our promises. To be sure, Scanlon's critics argue that without a social practice or conventional norm, which establishes an obligation for the promisor, Scanlon's account is incapable of explaining promissory obligation.[47] However, I am going to argue that, properly revised, Scanlon's account can be defended without making such an appeal. Specifically, I will argue that if we take into consideration the promisor's moral regard for the recipient's expectation, then a promise can provide a recipient with the appropriate assurance.

I'll begin with the following thought: In making a promise, the speaker conveys his awareness that it would be morally wrong to lead another to have a certain expectation without forming the intention to fulfill that expectation. The expectation, we can assume, is one that the recipient has considerable reasons to want fulfilled, where these are also reasons for valuing assurance. We can assume, in other words, that the recipient has considerable reasons to want her expectation actually fulfilled. When another has intentionally led us to form a certain expectation, then, which we have these considerable reasons to want fulfilled, and when the person who led us to form that expectation is aware that we have these considerable reasons, we think the person ought to form the intention to fulfill that expectation, and that it would be wrong not to do so. Accordingly, the moral wrong that a speaker conveys his awareness of in making a promise is the wrong of not forming the intention to fulfill an expectation that he has led the recipient to form, and which he knows the recipient has these strong reasons to want fulfilled.

Now, not only will the promisor convey that he is aware not forming the relevant

[47] Pratt, "Scanlon on Promising," 154. Kolodny and Wallace, "Promises and Practices Revisited," 119-120. Mason, "We Make No Promises," 37 and 44.

intention is morally wrong, but he will also convey that he is moved to actually form that intention. To see this we can consider briefly Scanlon's account of moral motivation. What guides our thinking about which actions are morally right and wrong, on Scanlon's view, is consideration of what can be justified to others on grounds they cannot reasonably reject. And, the value we place on acting in accordance with principles determined by such considerations moves us to act morally. Scanlon writes, "When I reflect on the reason that the wrongness of an action seems to supply not to do it, the best description of this reason I can come up with has to do with the relation to others that such acts would put me in: the sense that others could reasonably object to what I do."[48] The fact that an action is morally wrong, that is to say, moves us to avoid its performance because acting in that way would be *unjustifiable*: others who were concerned to live on mutually justifiable terms could reasonably reject any principle that permitted our performing that action. In essence, what both guides our thinking about right and wrong, and moves us to govern our practical thought and conduct accordingly, is the *ideal of justifiability*—the ideal of acting in ways that others, concerned to live in accordance with mutually justifiable principles, could not reasonably object to.

Accordingly, we can infer that the speaker is moved to form the intention to fulfill the recipient's expectation as follows. Since the speaker is aware that in the current situation not forming the relevant intention is morally wrong, he can also be said to understand that not forming the relevant intention is unjustifiable—that given the considerable reasons the recipient has for wanting the expectation to be fulfilled, and the fact that he is responsible for her having that expectation, not forming the intention to fulfill the expectation is something that others who were concerned to live on mutually justifiable terms could reasonably object to. What guides our

[48] Scanlon, *What We Owe to Each Other*, 155.

thinking about right or wrong, that is to say, is consideration of what can be justified to others on grounds they cannot reasonably reject. As such, if the speaker conveys to the recipient that he is aware that not forming the relevant intention would be morally wrong, then what he conveys is his understanding that, given the circumstances, not forming the relevant intention cannot be justified to others on grounds they could not reasonably reject.

Now if the speaker conveys this understanding, then what he reveals, and allows the recipient to infer, is that he is concerned to act in ways that are justifiable.[49] Specifically, to understand that a particular action is morally wrong is to consider what others concerned to live on mutually justifiable terms could reasonably object to. Since the speaker conveys his understanding that, under the circumstances, not forming the intention to fulfill her expectation is morally wrong, he can be said to convey to the recipient that consideration of what others can reasonably object to is something that guides his deliberation of how he ought to act—that is, he conveys that he is concerned with, or places value on, acting in ways that are justifiable.

If the speaker has a concern to act in ways that are justifiable, then the recipient can further infer that the speaker will be moved to form the intention to fulfill her expectation. For not being so moved would be *un*justifiable—it would be something others could reasonably object to, given the considerable reasons the recipient has for wanting the expectation to be fulfilled, and given the fact that he led her to have that expectation. More precisely, if the speaker conveys a concern that his actions be justifiable, then what he conveys is not only that consideration of what can be justified to others guides his thinking of how he ought to act, but that he is also moved to act accordingly; for it he were not so moved then his actions would be unjustifiable—something he is concerned to avoid. Therefore, in making a promise the speaker

[49] Or, to put this in a way closer to Scanlon's words, the speaker conveys that he places value on the relationship he stands in with others, or places value on the "ideal of acting in accord with principles that others (similarly motivated) could not reasonably reject" (Scanlon, *What We Owe to Each Other*, 162).

not only conveys his awareness that it would be morally wrong not to form the intention to fulfill the recipient's expectation, but he also conveys that he is moved to actually form that intention.

Now, perhaps this is all well and good; but what reason is there to think that the speaker will *adhere* to his intention? On the interpretation I've provided, we can say the speaker acquires a stable reason and motivation for that intention. For rather than depending on a particular aim or desire that he just so happens to have at the time of making the promise, the speaker's reason and motivation instead derives from his moral concern that his actions be justifiable to others on grounds they cannot reasonably reject.[50] Specifically, the reason and motivation the speaker has for forming this intention are supplied by his concern to act in ways that are justifiable, and then from the fact that not forming this intention would be unjustifiable. Of course, one might want to say that the speaker's concern that his actions are justifiable to others is a kind of goal or aim. The point being made here, however, is that this kind of concern is far more secure: that one's concern to act morally is not subject to change in the way that a particular course of conduct he would like to pursue might be, or in the way some desire he would like to fulfill is. Furthermore, reasons that derive out of one's concern to act morally have a distinctive normative force. In Scanlon's terms, such considerations have a certain *priority* in that they provide us reasons that take precedence over other considerations; and they also have a distinctive *importance* in that it is especially important or serious that we act on those considerations.[51] So, since the reason and motivation the speaker has for his intention to fulfill the recipient's expectation derives from this general moral concern, and so have this distinct kind

[50] Again, this might be put in Scanlon's words by saying that the speaker's reason and motivation derives from the value he places on the living with others on terms that they could not reasonably reject (Scanlon, *What We Owe to Each Other*, 162).
[51] Scanlon, *What We Owe to Each Other*, 149

of normativity, they will be far more stable than some other particular aim or desire that he just happens to have at the time of making the promise.

Not only will the speaker's reason and motivation have this distinctive normative force, however, but we can also notice that there is a further, more pertinent sense in which the speaker's reason and motivation for his intention to fulfill the recipient's expectation is secure and not subject to change. Specifically, this reason and motivation are stable, and the corresponding intention settled, because the only way for the speaker to lose this reason and motivation is if the recipient consents to the expectation not being fulfilled. Even if the speaker were to encounter some other, more appealing course of action, or were to find himself as having no desire to do what the recipient is expecting, it will nonetheless still be the case that the recipient has that expectation; and given the strong reasons she has for wanting it to be fulfilled, and the fact that the speaker led her to have the expectation, not retaining his intention would be unjustifiable. Since the speaker is concerned to act in ways that *are* justifiable, the recipient can infer that the speaker will adhere to his intention to fulfill her expectation.[52]

To illustrate the argument thus far, let me present an example. Stacy is a co-worker with Justin, and she asks Justin if he'd be willing to pick her daughter up from daycare tomorrow. Justin agrees; but remembering that he often goes fishing with his friends after work, Stacy asks if Justin will promise to pick up her daughter. Justin responds by saying, "I promise." In promising, Justin conveys his understanding that it would be morally wrong to lead Stacy to

[52] The other way that a speaker may loose his intention to fulfill the recipient's expectation is if he encounters some extenuating situation, where he can justify not adhering to his intention on grounds that others cannot reasonably reject. I don't take this to be problematic, however, since we do not expect promises to be kept without exception, but allow a promise to be broken if the promisor has a legitimate excuse or legitimate justification (Scanlon, *What We Owe to Each Other*, 200). Also, that the speaker may loose his intention upon encountering an extenuating situation does not suggest that a promise cannot provide assurance. A promise is meant enable a recipient to be *reasonably* certain that her expectation will be fulfilled unless she consents to it not being fulfilled. It would be unreasonable to expect a promisor to adhere to his intention to fulfill her expectation even if he was faced with a dire emergency, another more important moral obligation, or some other kind of extenuating situation.

expect that he will pick up her daughter tomorrow without actually forming the intention to fulfill that expectation, and this provides Stacy with the understanding that Justin is concerned to act in ways that are justifiable. What this allows Stacy to infer is that Justin will not only form the relevant intention, but that he will also be moved to adhere to that intention. For instance, we can imagine what would happen if Justin's friends were to invite him fishing when he is supposed to pick up Stacy's daughter. In such a case, even though he will be tempted, not adhering the intention to fulfill Stacy's expectation, and going fishing instead, is something that Stacy and others could reasonably object to, and since Justin is concerned with acting in ways that others could not reasonably object to, Stacy can infer that he will be moved to retain his intention to meet her expectation.

We can now see how a promise can provide assurance on Scanlon's account. For not only can the recipient be reasonably certain that the speaker will adhere to his intention to fulfill her expectation, but she can be reasonably certain that he will fulfill her expectation unless she consents to it not being fulfilled. As we've seen, the reason and motivation the speaker has for, not only forming the relevant intention, but also for adhering to that intention, derives from his concern to act in ways that are justifiable to others. Thus, the only way for the speaker to loose the reason and motivation for this intention is if not adhering to his intention would be justifiable—that is, would be something he could justify to others on grounds they could not reasonably reject. The only way not adhering to his intention would justifiable, however, is if he either encountered an extenuating circumstance, where he has a either a reasonable excuse or a reasonable justification for not fulfilling the recipient's expectation, or if the recipient consented to her expectation not being fulfilled—if the recipient permitted the speaker to not fulfill her expectation then he could justify not adhering to his intention on grounds that others could not

reasonably reject. Thus, even if the speaker encountered some other, more appealing course of action, or found himself having no desire to fulfill her expectation, the recipient can be reasonably certain that he will nonetheless be moved to adhere to his intention, or to consult her to see if she would consent to his not fulfilling her expectation. In making a promise, therefore, the speaker provides the recipient with *assurance*—the promise enables her to be reasonably certain that her expectation will be fulfilled unless she consents to it not being fulfilled.[53]

Noting how it addresses the worry with Scanlon's interpretation can perhaps clarify the way that a promise provides assurance on my interpretation. The way a promise provides assurance on Scanlon's interpretation was thought to be problematic because it only enables the recipient to be assured that, currently, the speaker has a settled intention that will fulfill her expectation, which does not actually provide *assurance*—that is, a promise on Scanlon's interpretation does not enable the recipient to be reasonably certain that her expectation will be fulfilled, unless she consents to it not being fulfilled. On the interpretation I have provided, however, a promise can provide this assurance. For unlike a particular aim he would like to pursue, or a particular desire he would like fulfilled, the promisor's reason and motivation for his intention to fulfill the recipient's expectation is not under his own direct control in the same way. In particular, the promisee is partly determinative of how it is justifiable for the promisor to conduct himself; and thus, since the promisor is concerned to act in ways that are justifiable, the promisor's reason and motivation are to an appropriate and relevant extent under promisee's control. Specifically, unless the he encounters some extenuating circumstance, the only way for

[53] Of course, the other way a speaker can loose his reason and motivation for adhering to his intention is if he looses his concern for acting in ways that are justifiable. However, I take it that this would not constitute an objection to the argument I'm providing. The argument I'm providing is to show that a promise *can* provide assurance, not that it *must* provide assurance; and even if someone did not look like he/she was concerned to act in ways that are justifiable to others, or if it didn't look like his/her concern for morality would last long, this does not imply that a promise as I am interpreting it cannot provide assurance.

the promisor to loose his reason and motivation for his intention to fulfill the promisee's expectation is through her, that is, by consulting with her to see if she will consent to his not fulfilling her expectation. In this way, not only can the recipient of a promise be assured that the speaker has a settled intention to fulfill her expectation, but she can be reasonably certain that the speaker will actually fulfill that expectation unless she consents to it not being fulfilled—and the speaker's promise will therefore have provided the recipient with the appropriate assurance.

If the arguments I've presented are sound, then a promise can provide assurance on Scanlon's account, and does so without depending on a social practice or conventional norm or agreement making. Specifically, what provides the recipient with assurance, on the interpretation I have given, is the speaker's awareness of a moral wrong, where this moral wrong does not derive from or depend on any social practice or conventional norm of agreement making. Of course, the recipient may come to understand what the promisor means when he says, "I promise," in virtue of certain conventions we have. However, the reason the promise provides her with assurance is due to the speaker's awareness and understanding of a moral wrong that derives, not from the existence of any social practice or conventional norm, but from the speaker's leading the recipient to form an expectation that she has considerable reasons to want fulfilled.

5. *Addressing Pratt, Kolodny & Wallace, and Mason*

I've already noted how this interpretation addresses the general problem that Michael Pratt, Niko Kolodny, R. Jay Wallace, and Elinor Mason all find with Scanlon's interpretation of a promise. Before concluding, however, I will explain how my interpretation of a promise addresses these authors' more specific concerns.

5.1. *Michael Pratt*

Pratt argues that if a promise is to provide the appropriate assurance, the recipient must have the understanding that the speaker will adhere to his intention, or that he will perform the expected act unless she consents to his not performing the act. And the only plausible way the recipient can have this understanding, Pratt claims, is if a promise conveys that the promisor regards himself as morally owing it to the recipient to adhere to his intention to fulfill her expectation. While I have not made any explicit reference or use of the idea that a promisor conveys that he regards himself as morally owing something to the recipient, I will argue that the interpretation I've provided can capture much of what is meant by this idea.[54]

There seem to be two ideas that we think a promisor must have in mind in regarding himself as morally owing it to the promisee to fulfill her expectation. First, that if he fails to fulfill the promisee's expectation, he does something wrong to the promisee. And second, that the promisee has a certain kind of limited authority over the promisor's conduct, where barring extenuating circumstances the promisor is required to act so as to fulfill the recipient's expectation, and may be released from this requirement only if the promisee agrees to it.[55]

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[54] It will be helpful to address a potential source of confusion. The domain of morality that Scanlon's Contractualist moral theory is accounting for is duties toward others. That is, Scanlon's theory is to be viewed "as an account not of morality [in its totality]…but rather of a narrower domain of morality having to do with our duties toward other people, including such things as requirements to aid them, and prohibitions against harming, killing, coercion, and deception" (Scanlon, *What We Owe to Each Other*, 6). In a certain sense, then, the obligation a promisor incurs to keep his promise is already owed to the promisee on Scanlon's Contractualist moral theory. Specifically, the promisor incurs a moral obligation to fulfill the recipient's expectation. However, there seems to be another sense in which the obligation to keep a promise is owed to a promisee that is peculiar to promissory obligation. In particular, the obligation is owed to the promisee insofar as she stands in a certain kind of relation to the promisor, where the obligation can cease to obtain if she consents to the promisor not fulfilling her expectation. In his critique Pratt seems to have in mind this latter, more specific sense in which the promisor must regard himself as morally owing it to the promisee to fulfill her expectation, and thus is the sense I'm arguing my interpretation can account for (Pratt, "Promises and Perlocutions," 109).

[55] This idea is also stated by Margaret Gilbert, "Scanlon on Promissory Obligation: The Problem of Promisees' Rights," *The Journal of Philosophy*, Vol. 101 No. 2 (2004): 91. Gilbert is actually interested in explaining promisee's rights, and argues that Scanlon's account cannot do this. While it is outside the scope of this paper to discuss it here, I take the interpretation that I've provided to supply a potential way of responding to Gilbert.

The interpretation I've provided can account for both of these ideas. First, if the promisor failed to fulfill the promisee's expectation he would regard himself as having done something wrong to the promisee, because he would regard himself as having placed an unjustifiable burden on her. That is, given the strong reasons the promisee has for wanting the expectation to be fulfilled, the promisor will regard not forming the intention to fulfill the recipient's expectation to mean placing a considerable amount of trouble on the promisee. And given the fact that it was he who led her to form the expectation, he will further take it to mean that *he* would be placing that trouble on her. Thus, the promisor will regard not fulfilling the promisee's expectation as wronging the promisee.

Second, the promisor will regard the promisee as having a certain authority over his conduct, because he will regard her as partly determinative of how it is justifiable for him to act. As we've noted, the source of the promisor's reason and motivation for his intention to full the recipient's expectation stem from his moral regard for the kind of expectation she has—an expectation she has considerable reasons to want fulfilled, and that he led her to form. Barring extenuating circumstances, then, the only way for the speaker to lose his reason and motivation is if the recipient consents to his not fulfilling her expectation. Hence, the promisor's reason and motivation are to an appropriate and relevant extent under promisee's control, and the promisor will thereby regard the promisee as standing in a certain authoritative relation to him.

In essence, since it is out of his moral regard for the promisee's expectation that the promisor forms and adheres to his intention to fulfill that expectation, and since he regards the promisee as having a certain authority over how it is justifiable for him to act, we can say the promisor regards himself as morally owing it to the recipient to form and stick to the intention to fulfill her expectation.

5.2. *Niko Kolodny & R. Jay Wallace*

The main problem that Kolodny and Wallace find with Scanlon's interpretation is that it seems like a promise cannot perform the unique function of providing the promisor with a reason and motivation to fulfill the promisee's expectation regardless of whatever other reasons he may or may not have toward this end. And as a consequence, a promise will not be able to provide a recipient with assurance in certain paradigm cases of promising epitomized by *Hume's Farmers Case*. To refresh our memory, in this scenario Farmer *A* wants farmer *B* to help with *A*'s harvest today in return for *A*'s helping with *B*'s harvest tomorrow. However, farmer *B* stands a lot to loose if Farmer *A* doesn't follow through, and *B* is aware that *A* will have no reason to help him tomorrow after having already reaped whatever benefits are coming to him from their agreement. What we would like to say is that *A* can provide *B* with assurance by promising, but Scanlon's interpretation, Kolodny and Wallace argue, is unable to explain how a promise can do so.

The interpretation I've provided, however, can aptly explain how a promise can provide assurance in *Hume's Farmers Case*. In promising, farmer *A* conveys his understanding that it would be morally wrong to lead farmer *B* to expect that he will help him with his crops tomorrow without actually forming the intention to fulfill that expectation, and this provides *B* with the understanding that *A* is concerned to act in ways that are justifiable. What this allows *B* to infer is that *A* will not only form the relevant intention, but that he will also be moved to adhere to that intention. For instance, we can imagine that tomorrow *A* find's himself as not having a desire to work, but instead preferring to watch the football game on TV. In such a case, even though he will be tempted, not adhering the intention to fulfill farmer *B*'s expectation, and watching the football game instead, would be unjustifiable, and since *A* is concerned with acting

in ways that are not unjustifiable, we can infer that he will be moved to retain his intention to meet farmer *B*'s expectation, and help him with his crops.

Thus, a promise on the interpretation I've provided can perform the vital function of supplying the promisor with a reason and motivation to fulfill the promisee's expectation regardless of whatever other reasons he may or may not have toward this end. For a promise to provide assurance, the speaker does not need to have any prior reasons or motivations. So long as he has a moral concern with acting in ways that are justifiable to others, in making a promise the speaker will acquire a stable reason and motivation for forming the intention to fulfill the recipient's expectation, and will be moved to adhere to that intention, even if doing so conflicts with some of his other personal aims or desires.

5.3. *Elinor Mason*

Mason points out that on Scanlon's interpretation of a promise the speaker seems to only be emphasizing a commitment to act a certain way, which leaves unexplained what is distinct about making a promise. Specifically, Scanlon's interpretation fails to account for the fact that when someone makes a promise he does not just convince the recipient of an intention to act a certain way, but also acquires an obligation to fulfill the recipient's expectation, so that if one breaks a promise he has not only misled the recipient but also committed the further wrong of breaking the promise. Thus, Mason criticizes Scanlon's interpretation by claiming that it does not account for how a speaker acquires this extra obligation in making a promise, and so does not account of the extra wrong involved in breaking the promise.

On the interpretation I've provided, the speaker does not simply convince the recipient of an intention to act a certain way, but he also incurs an obligation to form the intention to fulfill the recipient's expectation. In making a promise, this is to say, the speaker is not conveying an

understanding of the wrong involved in intentionally manipulating the recipient to have a false expectation. Rather, he is conveying his understanding that, given the nature of the recipient's expectation, not to form the intention to fulfill that expectation would be unjustifiable. Thus, in making a promise the speaker does not just convey that he wouldn't commit a certain wrong of manipulation, but is conveying his awareness that, given the circumstances, he is under a moral obligation to form the intention to fulfill her expectation—or to fulfill the promise.

Accordingly, the wrong that the speaker conveys his understanding of in making a promise is not just the wrong of misleading the recipient, but is the wrong of not forming the intention to fulfill a certain kind of expectation. That is, the promisor is led to form the relevant intention not because he would otherwise be intentionally misleading the recipient, or because the recipient has good reasons to not want to be deceived or lied to. Instead, the speaker forms the intention out of a moral regard for the kind of expectation the recipient has. Thus, in breaking a promise the speaker will not simply regard himself as having committed the wrong involved in misleading someone, but will regard himself as having committed the wrong of not forming or adhering to the intention to fulfill a certain kind of expectation—*viz*. an expectation that he led the recipient to have, and which the recipient has considerable reasons to want actually fulfilled.

6. *Conclusion*

While a social practice or convention may play some role in how we make promises, Scanlon argues that a social practice or conventional norm of agreement making plays no essential role in explaining why we have an obligation to keep our promises, and why it is wrong to break a promise. On Scanlon's view, promises provide assurance, and given the considerable reasons we have for valuing that assurance, we have a moral obligation to keep our promises.

The kind of theory that Scanlon advances, however, is often thought to be untenable—such accounts are thought inadequate to explain how a promise can create in the recipient an expectation that it would be morally wrong not to fulfill without falling into a vicious circularity. Though Scanlon attempts to address this charge, Michael Pratt, Niko Kolodny, R. Jay Wallace, and Elinor Mason all argue that a promise cannot provide a recipient with the appropriate kind of assurance without appealing to some social practice or conventional norm. If the arguments I have presented are sound, however, and a promise can provide assurance without making such an appeal, then Scanlon's account can escape this common charge or circularity, and is a perfectly tenable theory of why we have an obligation to keep our promises.

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