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Promises and Practices

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I

Many have argued that the wrong involved in breaking a promise is a wrong that depends essentially on the existence of a social practice of agreement-making. Hume¹ maintained that fidelity to promises is “an artificial virtue,” and different versions of this claim have been advanced in our own day by Rawls² and others.

In their view, the analysis of the obligation arising from a promise is a two-stage affair. First, there is the social practice, which consists in the fact that a given group of people generally behave in a certain way, have certain expectations and intentions, and accept certain principles as norms. Second, there is a moral judgment to the effect that, given these social facts, a certain form of behavior (is possible and) is morally wrong. In Hume’s case this second stage takes the form of a reaction of impartial disapproval when we consider acts of promise-breaking, a reaction that reflects our recognition that the institution of promising is in everyone’s interest. Rawls, on the other hand, invokes what he calls the Principle of Fairness: If you have voluntarily helped yourself to the benefits of a just social practice, then you are obligated to do your part in turn as the rules

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1. In *A Treatise of Human Nature*, bk. III, pt. 2, chap. 5.

2. See John Rawls, *A Theory of Justice* (Cambridge, Mass.: Harvard University Press, 1971), pp. 344–50.

of that practice specify. This is a general moral principle, meant to capture the wrong involved in many forms of free-riding. Its application to the case of promises is as follows.

Promising is a just social practice that provides us with the good of being able to make stable agreements. One of its central rules provides that a person who says "I promise to . . ." under appropriate conditions is to do the thing described. A person who makes a promise helps himself to the good that the practice provides. According to the Principle of Fairness, then, he is obligated to comply with the rules of the practice, hence to keep his promise.

For many years I found this analysis quite convincing, but it no longer seems to me to provide the best account of the matter.³ I do not doubt that there is such a thing as a social practice of promising, which consists in the fact that people accept certain norms, which they generally follow and expect others to follow. The question is what role this practice plays in generating obligations to keep one's promises. According to the standard institutional analyses, these obligations arise from a general duty to comply with just and useful social practices. I will argue, however, that the wrong of breaking a promise and the wrong of making a lying promise are instances of a more general family of moral wrongs which are concerned not with social practices but rather with what we owe to other people when we have led them to form expectations about our future conduct. Social practices of agreement-making, when they

3. Misgivings similar to mine are expressed by Neil MacCormick in "Voluntary Obligations and Normative Powers I," *Proceedings of the Aristotelian Society* (suppl.) 46 (1972): 59–78. MacCormick goes on to offer an account based on a general obligation not to disappoint the expectations of others whom we have knowingly induced to rely upon us (p. 68). My aim is to lay out the moral foundations of a similar account in a way that will avoid various objections such as those raised by Joseph Raz in "Voluntary Obligations and Normative Powers II," *Proceedings of the Aristotelian Society* (suppl.) 46 (1972): 79–101 and in "Promises and Obligations," in *Law, Morality and Society, Essays in Honour of H.L.A. Hart*, ed. P.M.S. Hacker and Joseph Raz (Oxford: Oxford University Press, 1977), pp. 210–28. In the latter article, Raz distinguishes between the "intention" conception of promises, according to which the essence of a promise lies in the communication, under the proper circumstances, of a firm intention to act in a certain way, and the "obligation" conception, according to which the essence of a promise lies in the intention to undertake, by that very act of communication, an obligation to perform a certain action. In my account, which lies in the common ground between MacCormick's account and Raz's, the elements of intention and obligation are interdependent: promises are distinguished by the fact that the intention expressed is supposed to be made credible by appeal to a shared conception of obligation, but the principle expressing the grounds of this obligation is quite similar to the one MacCormick states.

exist, may provide the means for creating such expectations, and hence for committing such wrongs. But I will argue that these practices play no essential role in explaining why these actions are wrongs. I will begin by describing some examples of the class of wrongs I have in mind; I will then turn to the task of formulating principles that account for these wrongs and for the obligation to keep one's promises.

II

Consider first a "state of nature" case. Suppose I am stranded in a strange land. In an attempt to get myself something to eat, I make a spear. I am not very good at using it, however, and when I hurl it at a deer it goes wide of the mark and sails across a narrow but fast-running river. As I stand there gazing forlornly at my spear, lodged on the opposite bank, a boomerang comes sailing across and lands near me. Soon a strange person appears on the opposite bank, picks up my spear, and looks around in a puzzled way, evidently searching for the boomerang. It now occurs to me that I might regain my spear without getting wet by getting this person to believe that if he throws my spear across the river I will return his boomerang. Suppose that I am successful in this: I get him to form this belief; he returns the spear; and I walk off into the woods with it, leaving the boomerang where it fell.

Now it seems to me that, intuitively, what I have done in this example is no less wrong than it would have been if I had promised the stranger that I would return his boomerang if he threw back my spear. Yet nothing like a social practice of agreement-making is presupposed in the example. All that appears to be assumed is that the stranger is capable of forming the belief that I have a certain conditional intention. But this appearance may be deceiving. What reason would the stranger have to believe that I have formed this conditional intention and will act on it? Here, it might be suggested, a practice of agreement-making is covertly presupposed. For in the absence of such a practice, what reason would the stranger think me to have to return his boomerang once I had recovered my spear? And how could he have a reason of the right kind? If the reason he attributes to me has nothing to do with the thought that I will be moved by a "sense of obligation," it may seem that what I have done could not be the same kind of wrong as that involved in breaking a promise. I believe that it is the same kind of wrong. To support this

claim, I will consider some further examples—not, this time, “state of nature” cases, but examples we could imagine occurring in society as we know it.

Suppose that we are farmers who own adjacent pieces of land and that I would like to get you to help me build up the banks of the stream that runs through my property in order to prevent it from overflowing each spring. I could get you to help me by leading you to believe that if you help me then I will help you build up the banks of *your* stream. I might do this in several ways. First, I might persuade you that if my stream is kept within its banks, then it will be worth my while to see to it that yours is too, since the runoff from the flooding of your field would then be the only obstacle to profitable planting of mine. If my stream were contained, then, simply as *homo economicus*, I would have sufficient reason to help you build up the banks of your stream. Alternatively, I might lead you to believe that I am a very sentimental person and that I would be so touched by your neighborly willingness to help me that I would be eager to respond in kind, both out of gratitude and out of a desire to keep alive that wonderful spirit of neighborly solidarity. A third alternative would be to persuade you that I am a devoted member of the Sacred Brotherhood of Reindeer, and then say, “I swear to you on my honor as a Reindeer that if you help me with my stream I will help you with yours.” (It is assumed here that you are not yourself a Reindeer, and it is left open whether I am or not and whether the Sacred Brotherhood of Reindeer even exists.) Fourth, and finally, having led you to believe that I am a stern Kantian moralist, I might make you a solemn promise that if you help me, I will help you in return.

Assume for the moment that in all of these cases my attitude is equally cynical. My only concern is how to get you to help me, and I have no intention of helping you in return. Given this assumption, it seems to me that these four cases involve exactly the same wrong, and that this wrong is the same as the one involved in the “state of nature” case that I described at the outset. I will refer to this wrong as “unjustified manipulation.” The principle forbidding it might be stated as follows.

Principle M: In the absence of special justification,⁴ it is not permissible for one person, A, in order to get another person, B, to do some act,

4. Such justification need not take the form of considerations that *override* the obligation described by this principle, but can also include reasons for setting it aside, as, for example, in some forms of legitimate competition in which it is permissible to lead others to form

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 .

I take this to be a valid moral principle: it is entirely reasonable for us to refuse to grant others permission to treat us in this way. A social practice of agreement-making, when it exists, provides one way of committing the wrong of unjustified manipulation because it provides one kind of underpinning for one person's expectation that another person will respond to his action in a certain way. But, as the above examples show, such an expectation can have other bases, and when creating this expectation in others with the intention of disappointing it is wrong, it is wrong for the same reason whatever the basis of the expectation may be.

The wrong in question is the one involved in Kant's famous example of the lying promise.⁵ But, just as Kant made things simpler for himself by focusing on the wrong of making a lying promise rather than the wrong of breaking a promise made in good faith, so also here the obvious wrong of deception involved in the examples I have described may overshadow other respects in which these examples are morally different. I have in mind here, in particular, differences in the degree and nature of the obligation to fulfill the expectation one has created, and differences in the degree to which the person who forms the expectation can be said to have a "right to rely" on it. So let me change the examples I have given by assuming that when the first farmer sets out to make the second farmer expect reciprocal help he has every intention of fulfilling this expectation. Why would it be wrong for him to change his mind and fail to perform once the second farmer has done his part? To answer this question I need to appeal to a richer set of underlying moral principles.

Principle M states one moral constraint regarding the creation of expectations about one's behavior. There are other principles of this kind, one of which is what I will call the principle of due care.

false expectations about one's intentions. Here I am indebted to an objection raised by Warren Quinn.

5. I have in mind Kant's second example of the application of the Universal Law form of the Categorical Imperative in section 2 of the *Groundwork of the Metaphysics of Morals* [Ak. 422].

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

This principle is more demanding than Principle M since it requires a degree of vigilance beyond mere avoidance of intentional manipulation. In contrast to M, which prohibits a specific class of actions, D does not state specifically what actions it requires. Its validity consists just in the fact that one can reasonably refuse to grant others license to ignore the costs of the expectations they lead one to form, although there is no obvious way to specify the exact nature and extent of the “due care” it is reasonable to require. The following principle of loss prevention is slightly more specific, and extends beyond mere care in the creation of expectations.

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 this expectation if one does not follow x , then one must take reasonable steps to prevent that loss.

The idea of “reasonable steps” incorporates a notion of proportionality between the steps taken and the magnitude of the threatened loss, as well as sensitivity to the degree of negligence involved in creating the expectation. These steps could take a variety of forms. One might avert loss by warning the person that one was not going to follow x , or by following x after all, or by providing compensation—that is, by doing something else “just as good.” I take Principle L to be valid on the same grounds as M and D: 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.

Like D, this principle does not require any specific action. It does not require one always to prevent others from suffering loss in such cases, and even when it does require this, the choice of means is left open: the principle is neutral between warning, fulfillment, and compensation. In order to explain the obligations arising from (among other things) promises, it will be necessary to move beyond Principle L to a principle stating a specific duty to fulfill the expectations one has created under certain conditions. How might such a principle be formulated and defended?

Consider first the asymmetry between fulfillment and compensation. The idea of equivalence underlying the notion of compensation is unavoidably vague. This is particularly important in the domain of informal personal morality, where (in contrast to the legal domain) there is no presumptively impartial third party with authority to make judgments of equivalence. Moreover, in personal life, as opposed to commerce, our main interest is likely to be in the actual performance of actions that have no obvious monetary or other equivalents. In most such cases the idea of compensation strikes us as a crude and unreliable second-best. Therefore, considering matters from the point of view of potential loss sufferers, we have good reason to prefer a principle that, in general, requires performance rather than mere compensation.

With respect to warning, the crucial question is when one must warn. Since we are dealing with a tightened version of a duty to protect against loss, the natural answer is “at a time early enough to prevent the loss from occurring.” At first glance, however, it might seem that this answer would be fatal to my overall project. My aim is to defend a general principle of fidelity that can account for obligations arising from promises and other instances of explicit and intentional expectation-creation. But obligations arising from promises are generally thought to bind even when the promisee will suffer no loss as a result of relying on the promise. Suppose, for example, that I promise to drive you to work if you will mow my lawn, and that you accept this arrangement. Then, a day or so later (but before the time has come for either of us to begin fulfilling the bargain) I think better of the deal and want to back out. On most people’s understanding of promising, I am not free to do this. I am obligated to drive you unless you “release” me, even if I warn you before you have undertaken any action based on our arrangement.

III

In order to assess this difficulty we need to look more carefully at the various ways in which a principle requiring only warning would be inferior to one requiring (at least some) intentionally created expectations to be fulfilled. First and most obviously, such a principle would provide no protection against monetary or other concrete losses resulting from positive actions that one has undertaken, before being warned, on the basis of false expectations about what the other party is going to do. Sec-

ond, a person who is warned may have already passed up opportunities for action (and opportunities to look for such opportunities). Among these are opportunities for further bargaining and negotiation about the terms of an agreement, which are forgone when the agreement is made. If, as is very commonly the case in situations like the car and lawn example, there is significant value in simply having a matter settled, then for the sake of this value one may be willing to accept terms that are less satisfactory than others one might have bargained for. In such situations, when we are dealing with mutual promises and their analogues, there can be an act of “reliance” at the moment at which the mutual expectations and intentions are formed: something has been given up for the sake of a value—the value of having the matter settled—that will prove illusory if one party simply warns the other before further reliance has occurred. I will refer to this as the value of assurance.

This discussion can be summed up as follows. Compensation is not generally satisfactory as a means of satisfying Principle L; what is required is either fulfillment or warning, where the warning is given before the other party has taken any action or passed up any valuable opportunity (including the opportunity for further negotiation).

The shortcomings of Principle L, so understood, can be seen in the limitations it places on the kind of assurance one can be given—that is, on the content of the expectations it can support. In our car and lawn case, for example, the expectation you reasonably want to be able to form is the expectation that I will drive you to work *unless you consent to my not doing so*. All that Principle L will support, however, is the weaker assurance that I will drive you to work unless I warn you that I will not do so (before you have taken any further action on the basis of this expectation as a result of which you would suffer a loss if it were not fulfilled). If L is the only moral basis for our arrangement, then I cannot undertake a stronger obligation by changing the content of what I say to you (for example, by adding “and I will do it unless you release me”) because L can always be fulfilled merely by a timely warning. If L were the only principle governing the fulfillment of the expectations we create, then we would be unable to give or to receive assurance of a kind that it is reasonable to want.

So far, I have been discussing only mutual promises and their analogues. But the same analysis can be extended to unilateral promises and other cases in which expectations are created with no reciprocation.

Consider the following example, which I will call the case of the Guilty Secret. Suppose that you are visiting for a term at a university where you know almost no one, and at a party shortly after your arrival you are surprised to encounter Harold, whom you have not seen for years. Long ago, when you were young together, Harold did something that at the time he regarded as perfectly all right but that he now recalls with shame and embarrassment. It was not really *that* bad (you would not be violating any duty to others by failing to tell them about it), but Harold has come to be extremely sensitive about the incident. So, when the two of you are having a brief conversation apart from the rest of the party, he brings the matter up. "Remember that awful night in Chicago?" he asks. "I'll never forget it. The thought of how I behaved that night has haunted me ever since. It would be terribly embarrassing for me if anyone here were to learn of it. I know it seems as if I'm excessively concerned with this, but will you promise not to mention it to anyone while you are here?" Suppose that you do promise, and Harold, looking much relieved, moves off in the direction of the bar. I assume that as a result of this encounter you now have two moral reasons not to tell the amusing story of that night in Chicago: you would be gratuitously injuring Harold, and you would be violating the obligation to him that you have just incurred. The question is how to account for this obligation on the basis of a theory of the kind I am trying to develop.

It seems that Harold does not rely on the expectation you have created by taking or forgoing any action, because there is nothing he could do to shield himself from the embarrassment that would result from your telling the story. He can't leave town, and I am assuming that murder and bribery are ruled out. He's not that kind of guy. So there are no options that he is passing up as the days of your visit go by. There may have already been reliance of the kind mentioned in the car and lawn example. If you had not promised so readily, Harold might have gotten down on his knees to plead with you or shown you pictures of his wife and children, whose happy lives, he believes, could be reduced to shambles by your loose lips. But, given that you promised to remain silent, he did not do these things. Even if there was reliance of this kind, however, it does not seem sufficiently important to be the basis of your obligation.

What is important is the value of assurance itself. It may seem that if you were to tell the Chicago story on the last night of your visit (having promised on the first night that you would not), your overall course of

action would leave Harold better off than if you had told the story without having promised not to. After all, the promise gave him fifteen weeks of peace of mind. But this is to assume that the value of assurance is purely experiential, that it can be reduced to the values of freedom from worry, increased ability to sleep at night, and so on. I would maintain, however, that this assumption is false. What people in Harold's position, and many other positions, reasonably want is not mere freedom from worry; they also want certain things to happen (or, as in Harold's case, to not happen). They want to be given assurances, and they care about whether these assurances are genuine. One reason for caring is that they may rely on these assurances in deciding what to do. This is not, however, the only reason, as Harold's case demonstrates.

Given the reasons which potential promisees have for wanting assurance, potential promisors have reason to want to be able to provide it.⁶ From the point of view of both potential promisees and potential promisors, then, it is reasonable to want a principle of fidelity that requires performance rather than compensation and that, once an expectation has been created, does not always recognize a warning that it will not be fulfilled as adequate protection against loss, even if the warning is given before any further decision has been made on the basis of the expectation. Such a principle can be stated as follows.

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.

The fact that potential B's have reason to insist on such a duty of fidelity is in my view sufficient to establish it as a duty unless it would be

6. The importance of promisors' interests in being able to bind themselves is pointed out by Joseph Raz (see *The Morality of Freedom* [Oxford: Oxford University Press, 1986], p. 173). But it seems to me that the interests of promisees are primary here and provide the clearest grounds of obligation. The interests of promisors have real force only when linked to them. (See note 16 below.)

reasonable for potential A's to reject such a principle. Would the duty described impose an unreasonable burden on those who create expectations in others? They could of course avoid bearing any burden at all simply by refraining from intentional creation of any expectations about their future conduct. This would be quite limiting if it meant that we could never tell people what we intend to do without being bound to seek their permission before changing course. But Principle F would not have this effect, since it applies only when A knows that B wants assurance, and when A has acted with the aim of supplying this assurance and has reason to believe that he or she has done so,⁷ and when this and other features of the situation are mutual knowledge. No one could reasonably object to a principle imposing, in such cases, at least a duty to warn at the time the expectation is created—to say, “This is my present intention, but of course I may change my mind,” or to make this clear in some other way if it is not already clear in the context. Since the burden of such a duty to warn is so slight, one can hardly complain if failure to fulfill it leaves one open to the more stringent duty to perform or seek permission to substitute. But this is just the duty stated by Principle F, since the conditions of that principle specify that no such warning has been given and, indeed, that quite the opposite has occurred, since A has refrained from providing such a warning in situations in which he or she knows that the difference between an expectation qualified by that warning and one without that qualification is important to B.

When the conditions of Principle F are fulfilled, it would be wrong, in the absence of special justification, for the first party not to perform. In addition, the second party has a “right to rely” on this performance: that is, the second party has grounds for insisting that the first party fulfill the expectation he or she has created. This right differentiates the case of promising (though not only that case) from some of the other examples of expectation-creation that I have been discussing. For example, in the first version of the story about the farmers, I spoke of one farmer persuading the other that if the first farmer's stream were contained then it would be in his own economic interest to help contain his neighbor's stream as well. We could imagine this persuasion taking place in a face-to-face encounter, although it is not necessary to suppose that the en-

7. In the absence of such reasons there would still be *some* obligation, but it would be a looser one since the agent could be in doubt about the other party's expectations.

counter culminates in anything one would call an agreement. Alternatively—and this is the possibility I want to focus on—we might suppose that when the first farmer sets out to get the second farmer to believe that he will reciprocate, he does this without ever speaking to the second farmer directly. (The first farmer might drop broad hints at the feed store about the problem of the stream, and give the loquacious county agent a detailed version of the story the neighbor is supposed to hear.) In this case it would be wrong of the first farmer to fail to perform after the second had done so but all right for him to escape performance by warning the neighbor before any reliance had occurred. We would not say in this case that the second farmer had any right to rely on his neighbor's reciprocation. In performing first he "goes out on a limb," morally speaking. But in order for this not to be the case—in order for the second farmer to have "the right to rely"—it is not necessary for the first farmer to have used the words "I promise." It is enough that the conditions of intention and mutual knowledge specified in Principle F be fulfilled.

IV

Principle F is not just the social institution of promising under another name. To begin with, the principle is not itself a social institution—its validity does not depend on its being generally recognized or adhered to. Second, the conditions of expectation and knowledge that it specifies can be fulfilled in many ways other than by making a promise. As the examples of the farmers indicate, this can be done without invoking a social institution (or by invoking a fictitious one). Promising is a special case, distinguished in part by the kind of reason that the promisee has for believing that the promisor will perform.

But what is this reason? When I promise to help you if you help me, what reason are you supposed to think I have for doing what I say I will do? This reason might stem from my desire to avoid the social sanctions that befall promise-breakers or from my personal commitment to the institution of promising. If so, promising would be like Reindeer's Honor. Recall that in that example, no *moral* force was attributed to the Reindeer's code. All that was assumed was that the second farmer believed that this code was something that the first farmer cared about. Given this belief, the second farmer has reason to think that his neighbor will reciprocate if he helps build up the banks of the stream. Moral principles then

explain why it would be wrong of the first farmer to induce the second to help him in this way if he has no intention of helping in return, and why it would be wrong of him not to help once his neighbor has been led to help him in the expectation of return in kind.

In this example, as in the cases of the sentimentalist and the “economic man,” the motive that the second farmer attributes to the first is independent of the moral obligation that is generated. As I have said, the same could be true in the case of promises. But there is another possibility which seems more plausible. This is that when I say “I promise to help you if you help me,” the reason I suggest to you that I will have for helping is just my awareness of the fact that not to return your help would, under the circumstances, be wrong: not just forbidden by some social practice, but morally wrong—disallowed by the kind of moral reasoning that lies behind Principle F and can be called upon to explain why it would be wrong for the sentimentalist, the Reindeer, and the economic man not to help the neighbor whom they had induced to help them.

How might this work? Here is a proposed analysis. 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.”⁸ In either of these utterances I do several things. I claim to have a certain intention. I make this claim with the clear aim of getting you to believe that I have this intention, and I do this in circumstances in which it is clear that if you do believe it then the truth of this belief will matter to you (perhaps, but not necessarily, because you may rely upon it in deciding what to do). Finally, I indicate to you that I believe and take seriously the fact that, once I have declared this intention under the circumstances, and have reason to believe that you are convinced by it, it would be wrong of me not to show up (in the absence of some truly compelling reason for failing to appear). The function of the expression “I promise” need not be to invoke a social practice with its own special rules, but rather, like that of “Trust me,” to indicate my awareness of the nature of the situation and my regard for the general moral fact that it would be wrong for me to behave in a certain way.⁹ (I call this a “general” moral fact because it is not a fact peculiar to promising.)

8. Páll Árdal notes this “emphasizing” role of the expression “I promise” in the opening paragraphs of “‘And That’s a Promise,’” *Philosophical Quarterly* 18 (1968): 225–37.

9. In contrast, saying “I firmly intend to do *x*, but I don’t *promise* to” gives the kind of

Believing the promisor's second claim (of moral awareness and moral seriousness) gives the promisee one reason to believe that the promisor will fulfill his intention (so long as doing so is morally required). If special social disapproval is attached to promise-breaking, a kind of disapproval that people generally go to great lengths to avoid, then this supplies a further reason, as would the fact that the promisor is known, as a point of personal pride, to attach particular importance to always keeping his or her word.¹⁰ I do not believe that any such additional reason is necessary to promising, but this may be doubted.

Such doubts were raised by Hume, and again more recently by G.E.M. Anscombe,¹¹ who has argued that accounts of promising like the one I have proposed are subject to a fatal circularity. According to these accounts, saying "I promise to . . ." creates an obligation only if it convinces the recipient of the speaker's intention to do the thing in question. But it can do this only insofar as it gives the recipient reason to believe that the speaker has reason to do that thing. What is this reason? On the analysis proposed, it is the speaker's awareness of the fact that it would be wrong, having said "I promise," to fail to follow through. But it would be wrong to do this only if saying "I promise" created an obligation, and it creates an obligation only if it gives the recipient reason to believe that the speaker has reason to do the thing promised. There appears to be a vicious circle here.

The difference noted earlier between promising and the other versions of the farmer example appears, here, to threaten the analysis of promising I have proposed. In those cases the reason that the manipulator led the victim to believe the manipulator had for acting in a certain way was independent of the wrongness of failing to perform once the victim had been led to believe in this reason. As soon as some such independent reason for performance is assumed, the analysis I have offered of the resulting obligation goes through, and the awareness of this obligation provides an additional reason for the expected action (a kind of moral

warning that makes Principle F inapplicable, and expresses the judgment that, having given this warning, the speaker is free to decide not to do *x*.

10. Ideas of personal honor and the binding force of oaths are discussed below in the appendix.

11. The problem was raised by G.E.M. Anscombe in "Rules, Rights and Promises," *Midwest Studies in Philosophy III* (Morris: University of Minnesota Press, 1978), pp. 318–23, reprinted in Anscombe's *Ethics, Religion and Politics, Collected Philosophical Papers, Volume III* (Minneapolis: University of Minnesota Press, 1981), pp. 97–103.

multiplier effect). But can an obligation be generated in this way without some independent source of motivation? If not, then the proposed analysis fails, and either we must suppose that the practice of promising generates obligations only because it provides a “nonmoral” motive (on the model of Reindeer’s Honor) or else we must explain the moral force of promises in some entirely different way (for example, via Rawls’s Principle of Fairness), thereby destroying the apparent symmetry between promising and the other cases I have discussed.

I believe, however, that the analysis which I have proposed can be preserved. In order to see why the “can’t get started” problem is illusory, we need to distinguish between several related wrongs. The first is the wrong of which making a lying promise is a special case, the wrong described by Principle M. The second wrong is the one involved in attempting to commit the first wrong. (This would be a violation of Principle D, at least.) 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 it. You therefore have reason to believe that (in the absence of special justifying conditions) I would not attempt to persuade you that I intended to do a certain thing (knowing that you care about my doing it) unless I actually had a settled intention to do that thing. Suppose, then, that I do the following: (a) I give you good reason to believe that I am attempting to persuade you that I have the settled intention of doing x if certain conditions obtain, and that I know that, if you are persuaded, the truth of this belief will be important to you; and (b) I lead you to believe that I know and take seriously the fact that, under the circumstances, it would be wrong of me to attempt this unless I really had that intention.

By doing (a) and (b) I give you reason to believe that I have a settled intention to do x if the relevant conditions obtain, and hence reason to believe that I will do x under those conditions. This explains how the expression “I promise” can create an expectation and thereby an obligation without assuming that these words trigger a nonmoral source of motivation or that they have a “special” obligation-generating force of the kind that a social practice of promising might give them.

V

This does not mean that promising is not a social practice. The conditions of intention and mutual knowledge specified in Principle F are

quite complex. Uttered under appropriate conditions, the expression “I promise” creates this mutual knowledge with great economy.¹² The same thing could be accomplished in other ways, but “I promise” does it quickly, and promising is certainly a social practice in at least this limited “linguistic” sense. But if the expression “I promise” conveys these complex conditions of mutual knowledge and intent, there is the possibility that it also conveys specific terms and conditions, which do not derive from general moral principles of the kind I have been discussing but are part of our particular social practice of promising. This would give that practice a more extensive (though still dispensable) role in determining the shape of our obligations. I turn now to an investigation of this possibility.

Saying “I promise to . . .” normally binds one to do the thing promised, but it does not bind unconditionally or absolutely. It does not bind unconditionally because the binding force of promising depends on the conditions under which the promise is made: a promise may not bind if it was obtained by coercion or through deceit. It does not bind absolutely because, while a promise binds one against reconsidering one’s intention simply on grounds of one’s own convenience, it does not bind one to do the thing promised whatever the cost to oneself and others.

It is natural to suppose that these conditions and limitations are “rules” of the practice of promising: they are part of the shared expectations that constitute that practice and are triggered by using the expression “I promise.” On this way of looking at the matter, creating an obligation by saying “I promise to . . .” is like renting your house by filling in a preprinted lease form. The rules of the practice that one invokes by using this expression define the general structure and limitations of the obligation that is being incurred. All one needs to do is fill in the blanks by specifying the thing one is promising to do and the person to whom the promise is addressed. Like the preprinted form, the social practice of promising is unnecessary. Just as one could have arrived at the same lease agreement “from scratch,” without using the form, one could have generated the obligation that the promise creates by working out explicitly all the limitations and conditions specified by the “rules.” But saying “I promise to . . .” does this much more quickly.

12. As noted by MacCormick (“Voluntary Obligations,” p. 72) and by Raz (“Promises and Obligations,” p. 214).

Although this “printed form” account of the role of the social practice of promising has a certain appeal, it does not seem to me to be correct.¹³ Consider first what I have called the conditions (as opposed to the limitations) of binding promises. When we are trying to discover what these conditions are (for example, when we are trying to decide whether a certain form of duress invalidates a promise), is the question we ask ourselves one of social fact (what is our practice?) or is it in the first instance a more general moral question about when an obligation has arisen? It seems to me to be the latter.

This conclusion is supported by evidence of the kind I marshaled above to defend the claim that the wrong involved in breaking a promise could also occur in the absence of any social practice of agreement-making. Suppose that, under duress, I give someone reason to believe that I will do a certain thing in the future, but that I do this in some way other than by using the words “I promise.” The thought process one would go through in deciding whether the duress involved in such a case is sufficient to prevent any obligation from arising is, I believe, of the same type as the process involved in deciding whether a promise made under similar conditions would be binding. It is not, then, a matter of answering a question of social fact about what the “rules” of our social practice of promising require.

When we come to the limitations on the obligation arising from a promise, things are slightly more complex. Just as in the case of the conditions, when I reflect on these limits—when, for example, I try to determine whether a promise to do x obligates a person to do x even at the cost of y —it seems clear to me that I am engaging in moral reflection, not in an inquiry into what the accepted rules of our social practice of agreement-making are. It does seem, however, that a social practice could incorporate special limitations, and different practices could incorporate different special limitations, in the way that the “printed form” theory describes. For example, it might be understood that obligations

13. I once held such a view myself (see my “Liberty, Contract, and Contribution,” in *Markets and Morals*, ed. Gerald Dworkin, Gordon Bermant, and Peter Brown [Washington, D.C.: Hemisphere Publishing Co., 1977], pp. 43–67). My thinking on this topic was aided by very helpful discussion with Christopher McMahon. In rejecting the idea that promising should be seen as a practice with specific rules, I take myself to be in agreement with Stanley Cavell (see *The Claim of Reason* [New York: Oxford University Press, 1979], p. 293). Cavell also stresses the continuity between promising and other ways of making a commitment (p. 298).

undertaken by saying “Cross my heart” do not bind one to do anything that seriously inconveniences one’s spouse, and obligations undertaken by using some other expression might be understood not to require any performance on religious holidays or to lapse if they are not fulfilled within a specified period of time.

It is easier to explain how practices of agreement-making that generate binding obligations could differ in this way (in the limitations they incorporate) than it would be to explain how they could differ in their conditions. As long as the conditions of voluntariness specified by ordinary moral thinking are fulfilled in the making of an agreement, and the parties are aware of the limitations prescribed by the practice they are invoking, these limitations can be seen simply as part of the content of the agreement made, and as binding for that reason.¹⁴ But while a social practice of agreement-making *could* shape the content of particular obligations arising under it in this way, I am unable to identify any such limitations built into our particular practice of promising. The “printed form” that it provides appears to be nearly blank.

VI

Let me turn now to consider two potential difficulties for the account of promising that I have proposed. According to this account, the obligation generated by a promise depends on the fact that in making the promise the promisor creates an expectation that the promisee cares about. The difficulties I have in mind arise when one of these conditions fails to hold—when no expectation is created or when the thing promised is not desired by the promisee. I will examine the latter case first.

The second clause of Principle F requires that the promisor know that the promisee wants to be assured that the expected act will be performed. This condition is not fulfilled in the case of such statements as “I promise you that if you don’t give me five dollars I will break your fingers,” so such “promises” generate no obligations under F. The inclusion of a condition of this kind in Principle F is not ad hoc: there is no reason why potential recipients of such “threat-promises” should object to a principle that imposes on those who make them no duty to follow

14. At least, as long as the special limitations are a restriction, not an extension, of the “normal” limits and as long as only the parties to the agreement are affected by them in a material way.

through.¹⁵ The potential difficulty is that the condition as stated may be too strong. As a result of this condition, Principle F seems to imply that all undesired promises, such as, for example, a mother's promise to give her daughter a sewing machine when in fact the daughter would prefer not to have such a thing in the house, are invalid. But it may seem intuitively that at least some such promises are binding.

A similar problem arises in cases in which no expectation is in fact created because the promisee does not believe that the promisor's declared intentions will be fulfilled. Consider the following example, which I will call the case of the Profligate Pal. Your friend has been borrowing money from you, and from others, for years, always promising solemnly to pay it back but never doing so. Finally, you refuse to loan him any more money, and others do so as well. This precipitates a crisis of shame. Your friend is humiliated by the realization that others have lost all respect for him, and he struggles to retain the last vestiges of self-respect. He is also in great need of money. Finally, he comes to you on his knees, full of self-reproach and sincere assurances that he has turned over a new leaf. You do not believe this for a minute, but out of pity you are willing simply to give him the money he needs. You realize, however, that it would be cruel to reject his promises as worthless and offer him charity instead. So you treat his offer seriously, and give him the money after receiving his promise to repay the loan on a certain date, although you have no expectation of ever seeing your money again. Does he have an obligation to pay you back? Principle F does not generate any such obligation, but it may seem, intuitively, that there is one.

Even if there is, this would not constitute reason to reject Principle F. Like Principles M, D, and L, it would still state an important part of the truth: it would still explain how obligations arise in central cases of promising. The examples just given represent "impure cases" which a complete account of the subject would have to deal with, however, so they may show that F needs to be supplemented by further principles. To see whether this is so, let me consider several forms of "impurity."

Suppose first that, contrary to clause (2) of F, the promisor has no good grounds for believing that the promisee wants *x*, the thing promised, or

15. The fact that those who make such threats would like to be able to "bind themselves" by "promising" in order to make their statements of intent more convincing carries no weight. Analogous desires of would-be benefactors, however, are a different matter. See note 16 below.

an option to have it, and has no good grounds for believing that having x , or an option to have it, is in the promisee's interest. In particular, the promisee has not indicated, explicitly or tacitly, any desire to have x or to have the option to have it. This case resembles the case of the threat-promise considered above. What reason would there be to reject a principle that left the promisor entirely free to decide whether to fulfill such a "promise" or not? Potential promisees have no such reason. Potential promisors might, conceivably, want to be bound in this way, but in the absence of some more substantial reason for their wanting this, why should this desire count for much? Why should it outweigh potential promisees' interest in being able to control the obligations others have to them? We seem here to have at best a standoff between considerations that are all of minimal moral significance. There is thus no reason to believe in the existence of an obligation.¹⁶

Suppose, now, that while the promisor has no good grounds for thinking that the promisee wants to have x or to have the option of having it (no indication of this has been given), he or she does have grounds for thinking that having x is or will be in the promisee's interest. This may be what the mother believes in the sewing-machine example. This concern with the promisee's good gives the promisor's desire to be bound more moral weight than it had in the previous case. But why should a would-be benefactor want to be bound in this way? Not, I think, as a guard against future changes of mind, but rather as a way of assuring the beneficiary that the benefit is or will be available, and that this availability is not conditional upon any future decision and will not be affected by what the beneficiary does or does not do. Would-be promisors thus have a legitimate reason for preferring a principle that would create obligations of this kind. Do potential promisees have grounds for objecting? On the one hand, they stand to benefit, since the obligations in question must be based on reasonable beliefs about their good. On the other hand, they may object to being assigned rights in this "paternalistic" way. On balance, I doubt that these considerations provide grounds for rejecting a principle in the face of promisors' legitimate interest in being able to give assurance. So there is more reason to believe that there is an obli-

16. This reflects the fact that the interest of potential promisors in being able to provide assurance retains little moral weight when it is separated from promisees' interest in having assurance provided. (See note 6 above.)

gation here than there is in the previous case, although the case remains less clear than the “pure” cases described by F.

Our sewing-machine example raises a further difficulty, however. It is reasonable to suppose, in that case, that the daughter is an adult whose values are not going to change. She knows that her mother falsely, though not unreasonably, believes that she values the assurance that she will be given a sewing machine, but out of regard for her mother’s feelings (and a desire to avoid an unpleasant argument about women’s roles) she does not correct this belief. Suppose for the moment that Principle F gives a complete account of the obligations in this case. The mother, then, if she relies on this principle, will falsely (though perhaps justifiably) believe that she has an obligation, when in fact she has none. This seems to me to be the correct account of the matter. For suppose that the mother were to learn the true situation. Could the daughter, or someone else, convincingly say to her, “But you *promised*, so you have to do it”? It seems to me that she could not. If not, then there is no need to supplement F in order to explain this case.

This brings us very close to the case of the Profligate Pal. Like the mother in the situation just described, the pal has reason to believe that by promising he has put himself under an obligation—in his case an obligation to repay. He surely is under *some* obligation to do this; he at least owes you a debt of gratitude. From your point of view, however, what he has received is a gift, tactfully described as a loan. So I believe that Principle F is correct in suggesting that if he fails to repay you he will not have wronged you in the way a person is normally wronged by a broken promise. In this respect his situation is like that of the mother in our last example. The two cases are different in that you, unlike the daughter, would prefer to have the “promise” fulfilled (you would have preferred making a loan to making a gift in the first place), and the pal, if he thought about it, would realize that this is what you would prefer, whatever your expectations. So the pal has reason to believe that either you have loaned him money on the basis of his promise to repay it or, while you would have preferred assurance of repayment, you have in fact given him money but tactfully allowed him to think of it as a loan. In either case he has an obligation to repay you, but not necessarily of the kind generated by a promise. This supports the intuition that it would be wrong of the pal not to repay you if he can, and makes it the case that

this conclusion would remain true even if the nature of the situation became clear to him. Principle F requires supplementation here, but only by principles governing obligations of gratitude.

VII

To summarize: There are three roles that a social practice of agreement-making might play in the genesis of obligations to keep agreements. First, it might serve as a mechanism for signaling our intentions and our understanding of the situation we are in. Second, it might serve as a source of motivation, and hence as a ground for expectations about what others will do. Third, the moral standing of a practice might play a crucial role in generating the obligation to keep particular agreements. That is, these particular obligations might be seen as flowing from a more general obligation to abide by the provisions of that practice.

I believe that the social practice of promising certainly does play the first of these roles. I have argued, however, that this is just a matter of convenience—the same obligations could be generated in other ways. It seems likely that the institution of promising can also play the second role of providing motivation, but I have argued that this, too, is not essential. Finally, I have argued that the institution of promising need not play the third, justifying role. When promises give rise to clear obligations, these can be accounted for on the basis of general moral principles that do not refer to the existence of social practices. I will conclude with a brief discussion of the possible role of social practices in grounding the obligation to keep one's agreements.

In arguing for Principles M, D, L, and F, I have been presupposing a contractualist moral theory according to which the duties we have are determined by asking what principles “for the general regulation of behavior” we would agree upon under certain conditions. Since this moral theory makes all duties depend on the merits of general rules or practices in something like the way in which promises have been thought to do, this view may seem to trivialize or at least greatly reduce the force of the conclusion for which I have been arguing. But this is not the case. Even if every duty depends on the possibility of hypothetical agreement on general rules of conduct, there remains a distinction between those duties that do and those that do not depend on the existence of *actual* social practices, a distinction corresponding to Hume's distinction between “ar-

tificial” and “natural” virtues. To reconfirm that the duty to keep one’s promises need not fall on the former, “artificial” side of this distinction, it will be helpful to return to the question, raised at the beginning of this article, of how the existence of a social practice can give rise to moral duties.

When there are important effects that can be achieved only through independent action by many agents acting without direct communication, the existence of an established practice coordinating these actions is an important public good. Analogy with other public goods cases suggests that those who help themselves to the benefits of such a practice owe it to others to do their part to contribute to the provision of the good—that is, to support, and especially to not undermine, the practice. Thus, in the case of an established social practice of agreement-making, those who have taken advantage of the practice ought not to undermine it by, for example, violating their agreements or spreading false rumors that others are doing so. This provides a moral reason for keeping promises, but it is not the only such reason, or, I believe, the most fundamental one. As the hackneyed example of the deathbed promise indicates, the obligation to keep one’s promises outruns any duty to support, and not undermine, the practice of promising.

Rawls’s more general analysis comes closer to capturing this obligation. His Principle of Fairness requires of those who voluntarily accept the benefits of a just scheme of cooperation not only that they support, and not undermine, that practice but more generally that they do what its rules require of them. In the case of the institution of promising, this generates a direct obligation to keep one’s promises. Even on this analysis, however, the obligation to keep a promise would be derived from a general obligation to the members of the group who have contributed to and benefit from the practice (in my example, the members of the possibly fictitious Brotherhood of Reindeer).

But the obligation to keep a promise does not seem to have this character. Unlike the obligations involved in “public goods” cases, obligations generated by promises are owed to specific individuals who may or may not have contributed to the practice. In addition, the only expectations that are directly relevant are those created by the promisor and promisee at the time the promise is made. The behavior and expectations of third parties are of only ancillary importance—as aids in the creation of these primary expectations. I have argued that such a background of standing

expectations is not necessary to generate the kind of obligation involved in a promise. But even if I am proved wrong in this, I would still maintain that this background leads to moral consequences in the case of promises in quite a different way than in the case of institutions that provide a public good—namely, in the way described by Principle F rather than that described by a principle like Rawls's Principle of Fairness.

There is, however, another way in which the obligation to keep a promise might, on the analysis I have offered, be regarded as arising from a "convention." In arguing for Principle F, I assumed that the people have reason to attach great importance to what I called "assurance"—that is, being able to be reasonably certain that a thing will happen unless one consents to its not happening. I believe that we normally value assurance quite highly. But one can imagine an individual who did not value it and a society within which it could not be assumed that everyone did so.

If this is correct, then the assumption that assurance is important might be regarded as a conventional element in my argument for Principle F. Since *we* value assurance, this does not seem at the outset to be a substantial assumption. Even if this was not a value for us, however, Principle F would seem to us to hold for people whose way of life gave them reason to care about assurance: we could see that it would be reasonable for them to insist on compliance rather than mere warning or compensation. In this way, differences in what people have reason to value could lead to the kind of variability that conventions have been thought to involve.

I have not been concerned to argue against the possibility that obligations arising from promises are conventional in this way. I mentioned it here chiefly in order to point out one way in which such an account of the role of convention would differ from more familiar versions. If a convention or social practice is taken to consist in the fact that people accept certain rules or norms and typically act in accordance with them, then we need a mediating moral principle to explain how such practices can be morally binding and generate specific obligations. If, on the other hand, the conventional element in an account of a certain obligation consists in the fact that people in some times and places (but not others) have reason to value certain things, then there is no need for a mediating principle: such a fact can lead directly to moral conclusions through the standard process of moral argument with which we are already familiar.

APPENDIX

I add here a few remarks about the difference between oaths and promises, followed by a reflection on one possible similarity between them. In an oath a person says, in support of a claim to be telling the truth or to have a sincere and reliable intention to do a certain thing, "I swear to you by . . .," naming here something to which he or she is assumed to attach great value, such as God, the Bible, or the memory of a loved one. It is not necessary that the value appealed to involve a code of honor or convention of truth-telling. What is claimed is simply that the speaker's sincerity in making the present claim is comparable to the sincerity of his or her devotion to the value named. It would cheapen such a value, and hence be incompatible with true devotion to it, to invoke it for personal advantage in support of an insincere claim. Of course, some think that it is incompatible with holding something sacred to invoke it in support of *any* claim, which is why some religions forbid the use of holy texts or the name of God in this way.

The reasons provided by oaths are distinct from those provided by promises and, more generally, by the various principles I have described, but these reasons can become intertwined in some cases. R. S. Downie¹⁷ cites the case of a group of Protestants who were forced by their IRA captors to "promise on the Bible" that they would not give information to the police. Downie says that they were advised by their minister that they had an obligation to keep this promise. What was the "obligation" about which they were advised? It might have been the moral obligation arising from a promise in accordance with the principles I have discussed. (I will return to this possibility below.) Another possibility, however, is that the minister's judgment was not about obligation in this sense but rather about what a Christian must do in such circumstances: his advice may have been that proper respect for the Bible requires that one either refuse to invoke it in this way or else do what one has sworn to do (assuming that the act is not in itself unchristian).

In some oaths the value appealed to may be the agent's own sense of dignity or personal honor. The reasons these oaths provide can be of an amoral character and can even support immoral action, as when people give their word that they will carry out a threat or that they will take revenge. A person who makes a threat in this way may regard it as

17. In "Three Accounts of Promising," *Philosophical Quarterly* 35 (1985): 259–71.

shameful—because weak, vacillating, or cowardly—to fail to pursue it. But the reasons provided by one’s “sense of honor” can also have a moral character in several different ways, of which I will mention only two. They can be moral in a broad sense insofar as integrity, understood as steadfastness to one’s values (even nonmoral values) is thought of as a moral virtue.¹⁸ In addition, they can be moral in a narrower sense, one more closely tied to the preceding discussion, insofar as the personal value at stake is one’s regard for what is morally right. This brings me back to the case of the IRA captives.

It is not inconceivable that the obligation by which the freed captives were bound was a moral obligation of the sort described in the body of this article, an obligation to their former captors. Suppose, for example, that the promise was extorted by IRA underlings so that they could then, acting out of sympathy and against the orders of their superiors, allow the captives to escape without greatly increasing the risk to themselves.¹⁹ Setting aside for the moment obligations to the captors, however, there are other possible moral factors. Adam Smith,²⁰ citing a similar case of a promise made to a highwayman, says that there is no doubt that such a promise is invalid “as a matter of jurisprudence,” but that things are different when the case is considered from the point of view of casuistry as a matter of what “a sacred and conscientious regard to the general rules of justice” requires. After careful discussion, in which he observes that “no regard is due to the disappointment” of the highway-

18. See Lynne McFall, “Integrity,” *Ethics* 98 (1987): 5–20. But I doubt that integrity in this sense could provide a reason to *carry out* an immoral threat. To simply forget that one had made the threat, or to abandon it out of fear, might show a lack of integrity; but to renounce it on grounds of its immorality would not.

19. The mere fact that a promise is made under coercion does not always establish that it lacks binding force, even setting aside the question whether such force as it has might be overridden or nullified by other considerations, such as, in the IRA example, a duty to give information. Voluntariness entered into the arguments for Principles M, L, D, and F as a factor affecting the force of complaints against the burdensomeness of the obligations they describe. Making no exception for coercion would greatly increase the burdensomeness of a principle such as F because coercion can make the alternatives to incurring an obligation less eligible. The question to ask about coercion, then, is whether it does in fact remove alternatives to which the agent was otherwise entitled. This is why, although treaties entered into by defeated nations may be the result of coercion, this does not render them invalid when the terms are not unjust.

20. In *The Theory of Moral Sentiments*, ed. D. D. Raphael and A. L. MacFie (Oxford: Oxford University Press, 1976), pp. 330ff. Cited by Downie in “Three Accounts of Promising.”

man and that considerations such as the need to provide for one's family can certainly justify failing to fulfill such a promise, he nonetheless concludes as follows.

It may be said in general that exact propriety requires the observance of all such promises, wherever it is not inconsistent with some other duties that are more sacred; such as regard to the public interest, to those whom gratitude, whom natural affection, or whom the laws of proper beneficence prompt us to provide for. . . . It is to be observed, however, that whenever such promises are violated, though for the most necessary reasons, it is always with some degree of dishonour for the person who made them. After they are made, we may be convinced of the impropriety of observing them. But there is still some fault in having made them. It is at least a departure from the highest and noblest maxims of magnanimity and honour. A brave man ought to die, rather than make a promise which he can neither keep without folly, nor violate without ignominy.²¹

Smith goes on to justify this sense of ignominy on the grounds that "fidelity is so necessary a virtue, that we apprehend it in general to be due even to those to whom nothing else is due, and whom we think it lawful to kill and destroy."²² The "necessity" he has in mind might be the importance of fidelity for society (that is, its utility), or it might be the central place it has in our relations with each person. But whatever Smith may have had in mind, other grounds might be offered, based on our preceding discussion. The puzzle is to explain how the person who fails to keep the extorted promise can be dishonored thereby even though the person to whom it is made is not entitled to its fulfillment either as a matter of law or as a matter of right and justice. The breach must be not with the promisee but with something in the promisor himself. Here it may help to recall that a person who makes a promise, in contrast to one who appeals to other evidence of intent, makes use of his or her apparent devotion to the value of right conduct itself. Such a person claims, sincerely or otherwise, to believe that respect for this value requires fulfillment of the promise being made. A person who makes this claim, while actually believing or at least suspecting (correctly, we may assume) that the promise is invalid because coerced, and intending to

21. *Ibid.*, p. 332.

22. *Ibid.*

exploit this fact, is using the idea of right conduct as a means of deception. No one who makes promises could hold, as some do of the Bible, that one's regard for value of right conduct ought not be used as a means for cementing bargains. But using the idea of right conduct as a means of deception may seem incompatible with proper regard for that value. And even when a coerced promise is made in good faith, a person who failed to fulfill it on grounds that he or she was mistaken in thinking such promises to be binding might seem to be "tainted" or "dishonored" in a way that a person who disappointed a similar expectation created by other means would not: "dishonored" because, quite apart from the legitimacy of the promisee's claim, what the promisor has put on the line is his regard for the value of rightness itself.