

BECAUSE YOU PROMISED

A Non-Reductive Account of the Normativity of Promising

Promises lead an interesting double life in philosophical debate. On the one hand, that one is obliged to keep one's promises appears to be one of the most straightforward, unquestionable moral truths around. On the other hand, promissory obligation, as an obligation voluntarily incurred through a performative speech act, has appeared to many as somewhat mysterious, and in need of a specific explanation. My dissertation is concerned with the question of whether these two faces of promissory normativity can be reconciled. I lay out and defend a form of non-reductivism about promissory normativity, according to which duty to keep promises need not and cannot be explained in terms of any other duties. As I show, contrary to first appearances, non-reductivism is compatible with a deeper explanation of our promissory power. I offer such an explanation that ultimately provides for a value-based grounding story for our promissory obligations building on the notion of trust. Comparing and contrasting it with important rival positions, I argue that the resultant Two-Level-View is a strong contender for the best available account of promissory normativity.

Ch.1 The Nature of the Promissory Speech Act

In this chapter, I argue that a promise is best understood as an attempt to place oneself under a directed obligation through a speech act the intention of which is to do just that. As I show, drawing on a variety of examples, this understanding enjoys wide support in our linguistic practice. For example, attempts to make promises made without the intention to obligate oneself are infelicitous, unlike promises made without the intention to keep. Similarly, the directed nature of promises as giving power to essentially directed obligations is reflected in the fact that the relevant conditions for a successful promise are not only ones related to the promisor, but also to the promisee. On the basis of these observations, the obligation view about the nature of promises is shown to be superior to alternatives, such as the intention view and the joint willing view.

Ch.2 Taking Promises at Face Value

The results from Ch.1 do not have any direct implications on the normativity of promising itself. The fact that a promise is best understood as an attempt to obligate oneself through a speech act with the very intention of doing so is not to claim anything about how, or in fact whether, these attempts are actually met with success. In a second step, I nonetheless bring these results to bear on the question of how to best explain promissory normativity. I argue that there is something inherently attractive about a view that takes promises at face value – that is, a view according to which we have obligations to ϕ when we have given a valid promise to ϕ because, and just because, we have promised. I argue that such a non-reductive view is a natural and theoretically elegant way to square the results of Ch.1 with what I will argue are some widely-shared and stable intuitions about the way in which promises bind normatively. Building on, amongst others, the work of W.D. Ross, I make the case for the claim

that intuitively promissory obligation is a *sui generis* type of obligation, not reducible to other forms of moral obligation. The non-reductivist view that these intuitions support is one committed to the idea of promising as a normative power. I lay out a straightforward way to capture the idea behind the promissory power (and normative powers more generally) through a normative principle which features a performative speech act with normative intent in its antecedent.

Ch.3 The Alleged Mystery of Non-Reductivism

Though taking promises at face value thus enjoys considerable initial appeal, it has progressively fallen out of favour in the philosophical literature. One allegation that is often brought forward is that the face-value account leaves promissory obligation profoundly mysterious. This perceived queerness has led many to reject taking promises at face value, and instead either offer a debunking account of promissory obligation or a reductive account, reducing promissory obligation to other types of moral reasons. As it turns out, however, it is surprisingly hard to pin down what precisely should make promises, taken at face value, so mysterious. In this chapter, I elaborate and critically evaluate a number of ways to flesh out the sentiment more concretely. As I show, drawing on various examples, many of the features of promissory obligation that may initially give it an air of mystery can be shown to be non-problematic in other contexts. In particular, I show that one widespread worry, the worry about bootstrapping, needs to be supplemented with further theoretical premises to be dialectically efficient against non-reductivism. In the end, I argue that the best way to lend substance to the bootstrapping charge is viewing it in conjunction with a second worry, which I call the worry about value-independence. In a nutshell, this worry is one about promises being able to render acts obligatory even when performing these acts would not obviously promote, respect or stand in any other relevant connection to any value. As such, promises, when taken at face value, appear to be incompatible with what I call the Value Reason Nexus (VRN), a principle according to which whenever we ought to do something, this is ultimately explicable in terms of value. I show that both ways to flesh out the charge of mystery, through the bootstrapping-objection and the value-independence objection, are premised on a commitment to something like VRN. Finally, I lay out why there are some good, though not conclusive, reasons to embrace VRN and thus good reasons to take these challenges to non-reductivism seriously.

Ch.4 The Alternative: Reductive Accounts of Promissory Normativity

In this chapter, I discuss the central alternative to the face-value account of promissory normativity – reductive accounts. I argue that even though reductive accounts manage to avoid the worries about bootstrapping and value-independence, they do so at the cost of giving up some important advantages of non-reductivism. Most importantly, they fail in giving an extensionally adequate account of which promises bind, and how. Intuitively, all valid promises give rise to obligations. As it turns out, however, reductive theories have a very hard time accounting for this. I examine the four most prominent types of reductive theories to show that they all face extensional problems. These are, in turn, conventionalist theories (Rawls etc.), perlocutionary theories (Scanlon etc.), theories according to which our promissory reasons bottom out in reasons of self-interest (Hume etc.), and finally hybrid views, combining features of conventionalism and the perlocutionary view (Kolodny/Wallace etc.). Working with prominent candidate versions of these theories, I show for each type of account that certain structural features of that type of theory inhibit an extensionally adequate picture of which promises bind.

Ch.5 A Trilemma for Reductivism about Promissory Normativity

The problems for the “big four” reductive theories that I lay out in Chapter 4 are at heart worries about undergeneration: the charge is that the theory at issue cannot account for the bindingness of all promises that we intuitively judge binding. For each of these theories, there are some promises the normative effects of which are simply not adequately captured by the view. These types of objections have the disadvantage that they at best have inductive relevance for the prospects of reductivism as a whole. Even as we show prominent reductivist candidates to fail, it might always be suggested that, if we hold out just a bit longer, we might find the right reductive theory (or the right modifications to an existing theory) able to capture the problem cases. In this chapter, I therefore attempt to move beyond this piecemeal approach, and attempt to show on purely structural grounds that reductivist theories yield counterintuitive conclusions. My central claim is that reductive theories face a trilemma regarding the specification of their proposed reduction base, that is, the feature in virtue of which breaches of promises are wrong, according to a given reductive theory. In a first step, I provide a general diagnosis of what a reductive theory would have to do to avoid undergeneration worries such as the ones discussed in Chapter 4. As it turns out, a reductive account that is guaranteed to avoid such worries would have to reduce promissory normativity to the normative relevance of features that necessarily follow from the fact that valid promise has been made. Only in this way can our intuition that all valid promises give rise to obligation be successfully accounted for. At the same time, the proposed reduction base cannot be identical to the fact that a valid promise has been given. In that case, the suggested account simply collapses into non-reductivism. As I finally show, in virtue of these necessary features, undergeneration-proof versions of reductivism run into what I call the *Redundancy Problem*. On any such view, there can be promissory reasons (reasons of the same kind as are produced by promises) without it being the case that an actual promise has been given. I argue that this leads to counterintuitive results. I illustrate this worry with regards to what I call the Reductive Trust View, a view that seems to me to have the best prospects of achieving extensional adequacy. The Reductive Trust View, defended by Thomas Pink (2009) as well as Friedrich and Southwood (2011), suggests that promissory normativity reduces to reasons to respect invitations to trust that one has proffered, and furthermore holds that such invitations are necessarily extended in each act of valid promise-giving. I show that this view cannot account for our intuitions about cases in which promises are offered after an invitation to trust has already been extended by other means. In these cases, promises not only seem to add additional reasons for fulfilment, but also often seem a particularly apt response to doubts expressed by the invitee. Ultimately, whichever way a reductive theory specifies its given reduction base, it will either (i) be subject to undergeneration worries, (ii) collapse into non-reductivism or (iii) be subject to the Redundancy Problem.

Ch. 6 Expanding Non-Reductivism: The Two-Level-Account

The results of the discussion of Chapters 2 , 4 and 5 show that there are a number of important advantages non-reductive accounts enjoy over their reductive competitors. Still, as Ch.3 has shown, they have important challenges to contend with themselves. In this chapter, I introduce what I call Two-Level Accounts of Promissory Normativity (TLAs) as a way to supplement the central ideas of non-reductivism in a way as to enable them to provide an answer to these worries. I begin by laying out the central structural features of TLAs. On the first level, they provide an explanation of why and how we are able to exercise normative control through a certain kind of communicative act – the giving of a valid promise. Importantly, the value of having this control does not depend on the value

or desirability of any promised act and is thus independent from the content of the obligation created. On the second level, TLAs provide an answer to the question of why a given individual promisor would act wrongly if she failed to do what she has promised to do. The answer TLAs provide here is the straightforward and simple one common to non-reductive accounts. It would be wrong for her to break her promise, because – having successfully exercised her promissory power – she is under an obligation to perform. I show how this two-level structure can be helpfully restated as a claim about the existence of a universal normative principle, the promissory principle, on the one hand, and a further claim about the value-based grounding of this principle on the other. After working out the structure of the TLA proposal, I lay out some of its advantages. TLAs are able to retain the central claim of the face-value account of promissory normativity, viz. that promissory obligation is *sui-generis* and non-reducible. This affords them the advantages of non-reductivism laid out in Ch. 2 and 4. Nonetheless, they are able to provide a substantial explanation of the normativity of promising in terms of value. This not only ties in well with an explanation of the particular shape our promissory practice takes, but crucially also affords TLAs compatibility with value-based views of the normative. I show that because of this, TLAs are able to give a convincing response to the worries about bootstrapping and value-independence.

Ch. 7 The Objection from Wishful Thinking

In this chapter, I lay out, and respond to, a serious challenge to a view that tries to offer a value-based grounding of our power to give promises along the lines of a TLA. This is the worry that the explanation of the promissory principle in terms of the value of its obtaining amounts to an objectionable kind of *wishful thinking*. It is true that, at its heart, the account proposed by TLAs is of the form [it would be good if p, therefore p]. It is important to be candid about this fact, especially because the phrasing some of the few extant proposals of TLAs in the literature can sometimes obscure it. It is also true that in many cases, explanations of the kind [it would be good if p, therefore p] are problematic. Nonetheless, I think defenders of TLAs finally need not be discouraged by such wishful thinking worries. My defence of TLAs against the objection comes in two main steps. First of all, I make the important distinction between the *normative component* of our power to give promises and the *material components* of this power. To be able to give valid promises, not only do certain normative facts have to obtain, certain non-normative facts have to obtain as well. We have to be able to understand promisors as extending promises, know how to react, etc. Potentially, the existence of a fully-fledged promissory convention is necessary for these conditions to be met. With regards to the material component of our promissory power, it would indeed be strange to assume that facts about the value of its obtaining could by themselves be sufficient to establish this component's being given. The fact that it would be good to have a convention does not bring about a convention all by itself, though it can nonetheless play a role in its coming into being, through a variety of mechanisms, such as evolutionary processes or functional design. Importantly, however, the claim at the heart of TLAs is not one about the material component of promissory obligation, but rather about the normative component. Here, I argue, the defender of TLAs can simply stand her ground. If what we are talking about are purely normative principles at a high level of abstraction (it would be good if the promissory principle obtained, therefore the promissory principle obtains), then, at least as long as we are not principally opposed to value-based grounding in the realm of the normative, the kind of wishful thinking involved in TLAs turns out to be benign. I support this claim by drawing on other cases of value-based explanations. In particular, I argue that friends of value-based grounding have to accept this type of reasoning as at least sometimes good reasoning if they are to properly capture some important moral truths about rights of personal autonomy. To explain these results, I conclude by

sketching a very promising general argument by Geoff Sayre McCord, which purports to show that certain truths about the nature of our normative concepts can explain why types of justification that would usually smack of wishful thinking indeed have their place in the domain of the normative.

Ch. 8 On the Value of Promissory Control

Whether or not the project of giving a satisfactory TLA of promising is successful depends crucially on whether one can give a convincing account of the value that the availability of a promissory power is supposed to have. In this chapter, I tackle this question. I first discuss what is perhaps the most well-known account of the value of the promissory power – the social coordination view, most influentially defended by Hume. As I show, the social coordination view fails to account for some important features of our promissory practice. What is more, it is by its nature not suited for an incorporation into a TLA. Since the normative changes promises bring about are not necessary for a promising power to have the coordination effects that the view takes to be the main benefit of our ability to enter promissory engagements, it is not clear how their value can ground the promissory principle. I then turn to two views of the value of the promissory power that are better suited to incorporation into a TLA: David Owen's Authority View and Joseph Raz's Relationship View. I show both of them to be suffering from serious flaws. Either they turn out to rely on values that don't stand up to closer scrutiny, or on values that are not well suited to serve as the grounds for a promissory power in its specific familiar shape and form – as a power to undertake voluntary, directed obligations for the fulfilment of a specific action, which can furthermore be waived by the promisee.

Ch. 9 The Two-Level Trust View

Finally, I propose a new trust-based version of a TLA, which holds that the normative control that promises afford us is valuable because it allows us to provide others with warrant for trust. Trust is very plausibly not only instrumentally valuable, but also an intrinsically valuable way in which humans can relate to one another. I propose that since being under a voluntarily undertaken, directed obligation can serve as warrant for trust in cases where trust relationships are difficult to establish or have been damaged, it is good for us to be able to create such voluntarily undertaken, directed obligations through the exercise of a normative power of promising. I lay out and defend this Trust-Based version of a TLA, showing how it avoids the problems that befall its previously discussed competitors. Most crucially, the trust-based version does not only give an explanation of why having the ability to create any normative reasons is valuable, but also why the ability to give reasons of a specific *kind* is valuable – reasons that have the features of being directed, voluntarily incurred, and that constrain our deliberation in the way typical of obligations.