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Technische Universität Dortmund  
Institut für Philosophie und Politikwissenschaft  
Geschäftsführender Direktor  
Prof. Dr. Christian Neuhäuser  
Emil-Figge-Str. 50  
44227 Dortmund

**Bewerbung auf die Stelle als Akademische/-r Mitarbeiter/-in (Referenznummer w29 20)**

Berlin, 05.05.2020

Sehr geehrter Herr Professor Neuhäuser, sehr geehrtes Auswahlkomitee,

hiermit bewerbe ich mich für die ausgeschriebene Stelle als Akademische/-r Mitarbeiter/-in an Ihrem Institut.

Ich bin Promotionsstudent an der HU und befinde mich momentan in der Schlussphase meines Dissertationsprojektes. In meiner Dissertation erarbeite ich eine non-reduktive Theorie der Normativität von Versprechen. Ich kontrastiere diese mit wichtigen historischen und aktuellen Konkurrenten, insbesondere auch den Theorien von Hume und der Intuitionisten Ross und Prichard. Schließlich zeige ich, dass sich eine attraktive wertebasierte Begründung promissorischer Verpflichtung liefern lässt, die auf den Wert von Versprechen für das Etablieren von zwischenmenschlichem Vertrauen aufbaut. Eine Zusammenfassung des Inhaltes der Dissertation, sowie das Manuscript des ersten Kapitels als writing sample, habe ich der Bewerbung beigelegt. Ein erstes vollständiges Manuscript meiner Dissertationsschrift liegt bereits vor, und wurde auch vom Betreuer meiner Dissertation, Thomas Schmidt, vollständig gelesen und kommentiert. Ich werde die Dissertation, nach ausführlicher Überarbeitung, im Juli 2020 abgeben. Prof. Schmidt hat mir zugesichert, dass ein Abschluss des Verfahrens im September realistisch ist.

Neben der Monographie haben sich aus meiner Arbeit an dem Themenkomplex Versprechen auch einige freistehende Artikelmanuskripte ergeben. Einer der Artikel, in dem ich die Grundzüge einer nicht-reduktiven, aber dennoch vertrauensbasierten Theorie von Versprechen erarbeite, wurde letzten Monat in Philosophical Quarterly veröffentlicht. Weitere Artikelmanuskripte sind in Vorbereitung auf eine baldige Einreichung.

Neben dem Themenkomplex Versprechen und der normativen Ethik liegen die Schwerpunkte meiner Arbeit in Fragen moralischer Verantwortung, der Metaethik (insb. kantianischer Konstruktivismus) und ausgewählten Feldern der angewandten Ethik. Darüber hinaus habe ich breite Interessen im gesamten Feld der praktischen Philosophie, z.B. der politischen Philosophie und der Geschichte der Moralphilosophie. Etwas, das ich an der Philosophie sehr zu schätzen gelernt habe, ist die Kombination von inhaltlicher Vielfalt mit grundsätzlicher Zugänglichkeit, da dies auch eine Kooperation über enge Themengrenzen hinaus ermöglicht. So habe ich in meiner Arbeit regelmäßig sehr vom ausführlichen Austausch mit Kollegen mit unterschiedlichsten thematischen Ausrichtungen profitiert. Gleichzeitig gebe ich auch sehr gern Feedback zur Arbeit von Kollegen, und habe auch Freude daran, mich in deren Arbeit einzulesen. Die Rückmeldungen dazu waren durchgehend positiv, was sich auch in mehreren Danksagungen in hoch publizierten Artikeln und Büchern niederschlägt.

Nach dem nun bevorstehenden Abschluss meiner Promotion würde ich gerne weiter einer Karriere in der akademischen Philosophie verfolgen. Zu diesem Schritt wurde mir von den beiden Gutachter meiner Dissertation, Thomas Schmidt und R. Jay Wallace, eindringlich geraten. Auch von anderen Personen, wie z.B. David Owens und Peter Schaber, wurde ich in meinem Vorhaben, eine weitere akademische Laufbahn zu verfolgen, explizit begrüßt.

Die Stelle bei Ihnen in Dortmund stellt für mich eine äußerst attraktive Möglichkeit dar, meine akademische Karriere in einem exzellenten Forschungsumfeld fortzusetzen. Ich kenne und schätze die Arbeit von mehreren Kollegen an den Ruhr-Unis und würde mich sehr freuen, an der TU Dortmund zu forschen.

Gerne würde ich, neben der Fertigstellung der genannten mit meiner Dissertation in Zusammenhang stehenden Artikelmanuskripten, in der nächsten Zeit Arbeit an einem Habilitationsprojekt zum Themenkomplex „Unwissenheit, Verantwortung und moralische Verpflichtung“ beginnen. Im Großen und Ganzen geht es mir dabei darum, die Relevanz von Nichtwissen für die Bewertung von Akteuren und ihren Handlungen zu klären. Dabei möchte ich nicht nur die Frage untersuchen, unter welchen Umständen Unwissenheit Akteure entschuldigen kann, sondern auch auf welche Weise es dies tut. Eine längere Beschreibung des Projektes finden Sie ebenfalls anbei. An diesem Themenkomplex habe ich bereits in der Übergangsphase unmittelbar nach Abschluss meines Masterstudiums einige Zeit gearbeitet. Dabei entstanden neben mehreren Präsentationen auf Tagungen und Workshops zwei ausgearbeitete Papermanuskripte, deren Abstracts sie ebenfalls in der Beschreibung finden. Das Projekt bietet vielfältige Anschlussmöglichkeiten, die ich gerne in den nächsten Jahren verfolgen würde.

Auch würde ich mich über die Möglichkeit freuen, mehr Erfahrungen in der Lehre zu machen. Die durchgehende Finanzierung meines Promotionsstudiums über ein reines Forschungsstipendium aus dem Einstein Visiting Fellowship von Jay Wallace hatte viele Vorteile – die Arbeit in der Forschungsgruppe war sehr anregend, und die von uns in der Gruppe organisierten Tagungen, mit vielen hochkarätigen internationalen Gästen, durchgehend extrem interessant. Auf Dauer habe ich aber auch etwas bereut, dass ich über einige separat organisierte, teilweise unvergütete Lehrveranstaltungen hinaus, keine feste Eingliederung in der Lehrbetrieb an der Uni hatte.

Ich würde mich über die Gelegenheit freuen, auf diese ersten Erfahrungen aufzubauen. Dabei würde ich die Lehre gerne auch als Chance begreifen um mich, auf meine breiten Interessen in der praktischen Philosophie und ihrer Geschichte aufbauend, auch in Themen tiefer einzuarbeiten, die in meiner Forschung bisher noch keine zentrale Rolle gespielt haben. Ich wäre auch gerne dazu bereit, bestimmte Lehrveranstaltungen gezielt auf Studierende mit wenigen philosophischen Vorkenntnissen, z.B. fachfremde Studierende oder Studierende im Studium Fundamentale, auszurichten. In einem von mir selbstständig unterrichteten Einführungskurs in die Neuroethik habe ich bereits Erfahrungen mit „gemischten Gruppen“ aus Studierenden mit mehr und weniger (bis hin zu nicht existenten) philosophischen Vorkenntnissen gemacht. Die Möglichkeit, sich in solchen Konstellationen auch weitere didaktische Kompetenzen zu erarbeiten, reizt mich durchaus.

Ich danke Ihnen ganz herzlich für Ihre Berücksichtigung und stehe Ihnen bei weiteren Nachfragen natürlich stets (auch telefonisch) gern zur Verfügung.

Mit besten Grüßen,

Daniele Bruno

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**Anlagen:**

1) Tabellarischer Lebenslauf	2) Zeugnisse in Kopie (BA, MA, Abiturzeugnis)
3) Writing Sample (Kapitelmanuskript)	4) Skizze des Promotionsprojektes
5) Skizze des geplanten Habilitationsprojektes	
Die Unterlagen stehen auch gesammelt (.zip mit 6 pdfs) digital zur Verfügung:	

# Daniele Bruno

## Curriculum Vitae

## KONTAKT

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Institut für Philosophie  
Unter den Linden 6  
10999 Berlin

E-Mail: [daniele.bruno@hu-berlin.de](mailto:daniele.bruno@hu-berlin.de)  
Web: [https://hu.berlin/daniele\\_bruno](https://hu.berlin/daniele_bruno)

## MOMENTANE INSTITUTIONELLE ANBINDUNG

Doctoral Fellow in der Einstein Ethics Group, gefördert im Rahmen des Einstein Visiting Fellowships von Prof. R. Jay Wallace am Institut für Philosophie der Humboldt-Universität zu Berlin

## FORSCHUNGS- UND ARBEITSSCHWERPUNKTE

Schwerpunkte: Normative und angewandte Ethik, Metaethik, Theorien moralischer Verantwortung.

Weitere Interessen: Geschichte der Moralphilosophie, politische Philosophie, normative Fragen in der Erkenntnistheorie.

## AKADEMISCHER WERDEGANG

2008-2015 Studium der Philosophie und der Sozialwissenschaften an der Humboldt-Universität zu Berlin und der Universität Paris 8 Vincennes – Saint-Denis (Abitur, M.A.)

Abschlussnote 1.0

Masterarbeit: *Giving and Keeping Promises* (Gutachter: Thomas Schmidt und  
Kirsten Meyer)

Seit 01.10.2015 Promotionsstudium an der Humboldt Universität zu Berlin

Dissertationsschrift: *Because You Promised: A Non-Reductive Account of the Normativity of Promising* (Gutachter: Thomas Schmidt und R. Jay Wallace)

Geplante Einreichung: Juli 2020

### Zusammenfassung:

Versprechen führen ein interessantes Doppel Leben in der philosophischen Debatte. Zum einen erscheint es vielen absolut offensichtlich, dass man im Allgemeinen moralisch verpflichtet ist, seine Versprechen zu halten. Zum anderen jedoch halten es einige Philosophen für besonders mysteriös und erklärungsbedürftig, dass Versprechensverpflichtungen willentlich durch einen Sprechakt eingegangen werden können. In meiner Dissertation verfolge ich die Frage, ob diese beiden Seiten von Versprechen mit einander in Einklang gebracht werden können. Ich erarbeite und verteidige eine Form von Non-Reduktivismus über die Normativität von Versprechen, laut der Versprechensverpflichtungen nicht durch andere Pflichten erklärt werden können (und eine solche Erklärung auch nicht nötig ist). Ich zeige, dass Non-Reduktivismus jedoch, anders als man zuerst denken mag, durchaus mit einer grundlegenden Erklärung unserer Fähigkeit, Versprechen einzugehen, kompatibel ist. So lässt sich eine attraktive wertebasierte Begründung dieser Fähigkeit liefern, die auf den Wert von Versprechen für das Etablieren von zwischenmenschlichem Vertrauen aufbaut. Ich vergleiche und kontrastiere die resultierende zweistufige Theorie mit bestehenden alternativen Erklärungen und argumentiere, dass sie die beste verfügbare Erklärung der Normativität von Versprechen darstellt.

01.10.-31.12.2017 Forschungsaufenthalt am King's College London, Betreuer: David Owens

### STIPENDIEN UND AUSZEICHNUNGEN:

- |           |  |
|-----------|--|
| 2012      | Preis des Instituts für Philosophie der Humboldt-Universität zu Berlin für einen ausgezeichneten Bachelorabschluss   |
| 2014-2015 | Deutschlandstipendium in der Themenklasse „Nachhaltigkeit und globale Gerechtigkeit“, mit studentischer Forschungs- und Projektarbeit im Rahmen des Exzellenzclusters IRI THESys   |
| 2015      | Preis des Instituts für Philosophie der Humboldt-Universität zu Berlin für einen ausgezeichneten Masterabschluss   |
| 2015-2016 | Promotionsförderung durch ein Prodoc-Stipendium der Carl und Max Schneider-Stiftung  |
| 2016      | Förderung aus Mitteln der Humboldt-Princeton Strategic Partnership zur Teilnahme am Sommerinstitut „Ethical Rationalism vs. Ethical Sentimentalism“ an der Universität Princeton, organisiert von Michael Smith (Princeton) und Thomas Schmidt |
| Seit 2016 | Doctoral Fellow in der Einstein Ethics Group, gefördert im Rahmen des Einstein Visiting Fellowships von Prof. R. Jay Wallace am Exzellenzcluster TOPOI Berlin, bzw. später am Institut für Philosophie der Humboldt-Universität zu Berlin      |

## PUBLIKATIONEN

1. „Error Theory, Unbelievability and the Normative Objection“, Journal of Ethics and Social Philosophy, Vol 17, No. 2 (April 2020), doi: [10.26556/jesp.v17i2.908](https://doi.org/10.26556/jesp.v17i2.908).
2. „Trust-Based Theories of Promising“, Philosophical Quarterly, adv. issue: 1-21 (März 2020), doi: [10.1093/pq/pqz086](https://doi.org/10.1093/pq/pqz086).

## SCHRIFTEN IN VORBEREITUNG

1. „A Trilemma for Reductivism about Promissory Normativity“, Artikelmanuskript
2. „What, If Anything, Is Mysterious About Promissory Obligation?“, Artikelmanuskript
3. „Value-Based Accounts of Normative Powers and the Wishful Thinking Objection“, Artikelmanuskript
4. “Being Fully Excused for Wrongdoing”, Artikelmanuskript
5. “Subjective Accounts of Moral Obligation and the Problem of Culpable Ignorance”, Artikelmanuskript

## VORTRÄGE

1. „A Trilemma for Reductivism about Promissory Normativity“, angenommen beim XXV. Kongress der Deutschen Gesellschaft für Philosophie, FAU Erlangen Nürnberg (06.-09.09.2020), sowie beim X. Kongress der European Society for Analytic Philosophy, Universität Utrecht (24.-28.08.2020)
2. „Value-Based Accounts of Normative Powers and the Wishful Thinking Objection“, angenommen bei der 1. Munich Graduate Conference in Ethics, Münchener Kompetenzzentrum Ethik, LMU München (30.-31.08.2020), sowie bei der 94. Joint Session of the Aristotelian Society and the Mind Association, University of Kent (10.-12.07.2020)
3. Kommentar zu Sarah Buss: „Why Constitutivist Accounts of Practical Reason Cannot Account for Our Kind of Agency“ Conference: Social Agency, Group Agency & Relational Normativity, Universität Wien (28.06.2019)
4. „What, If Anything, Is Mysterious About Promissory Obligation?“, 8th Humboldt-Princeton Grad Conference, HU Berlin (24.07.2018)
5. „Promissory Obligation and the Value of Normative Control“, Bern-Zürich Workshop in Moral Theory, Universität Bern (02.06.2018); Conference: The Future of Normativity, University of Kent (28.-30.06.2018); 10. Kongress der Gesellschaft für Analytische Philosophie, Universität Köln (17.-20.09.2018)
6. Subjective Accounts of Moral Obligation and the Problem of Culpable Ignorance”, Southampton-Humboldt Normativity Conference, University of Southampton (23.06.2017); XXIV. Kongress der Deutschen Gesellschaft für Philosophie, HU Berlin, (24.-27.09.2017)

7. "Trust-Based Accounts of Promissory Obligation", 7th Humboldt-Princeton Graduate Conference, HU Berlin (26.-28.07.2017); XXIV. Kongress der Deutschen Gesellschaft für Philosophie, HU Berlin, (24.-27.09.2017)
8. „Entschuldigte Handlungen als nicht vorwerfbare Pflichtverletzungen“, eingeladener Beitrag im „Workshop praktische Philosophie“, Universität des Saarlandes, Saarbrücken (01./02.06.2017)
9. „Wie uns die Moral verbindet“, Vortrag mit der Einstein Ethics Group für die Einsteinstiftung im Rahmen der Berliner Stiftungswoche (26.04.2017)
10. „Moralische Verantwortung und ‚epistemische Drückeberger‘“, 4. Tagung für Praktische Philosophie, Universität Salzburg (29.09.2016, gefördert durch ein Stipendium aus dem Forschungsreisenprogramm des DAAD)
11. „Being Fully Excused for Wrongdoing“, 6th Humboldt-Princeton Graduate Conference, Universität Princeton (07.09.2016)
12. „Must We Worry about Epistemic Shirkers?“, Gothenburg Responsibility Project Conference, Universität Göteborg (25.08.2016)
13. „Zwei Probleme für rechtebasierte Notwehrtheorien“, 3. Tagung für Praktische Philosophie, Universität Salzburg (02.10.2015)
14. Defending Oneself and Defending Others“, 5th Humboldt-Princeton Graduate Conference, HU Berlin (30.07.2015)

## LEHRE

1. Unwissenheit und moralische Verantwortung  
Hauptseminar (mit Thomas Schmidt), WS 2016/17
2. Ethics and Neuroscience  
Vorlesungsbegleitendes Seminar für den interdisziplinären MA an der Berlin School of Mind and Brain, SS 2016
3. Einführung in die Philosophie  
Tutorium, WS 2014/2015

## ADMINISTRATIVE AUFGABEN / ORGANISATION VON TAGUNGEN UND WORKSHOPS

- 2016      Hauptverantwortlich für die Organisation des Workshops „Moral Address“ der Einstein Ethics Group am Exzellenzcluster TOPOI Berlin ([Details](#))
- 2017      Hauptverantwortlich für die Organisation der Workshops „Membership and Political Obligation“ und „Why Worry about Future Generations“ im Rahmen des Besuchs von Samuel Scheffler bei der Einstein Ethics Group ([Details](#))
- 2018      Mitarbeit bei der erfolgreichen Einwerbung einer zweiten Förderperiode für das Einstein Visiting Fellowship von Prof. R. Jay Wallace bei der Einstein-Stiftung Berlin (Fördermenge: 240.000€)

- 2018 Hauptverantwortlich für die Organisation der interdisziplinären Tagung „Shared Agency and Obligation“ (mit Vortragenden aus den Bereichen der kognitiven Psychologie und der Philosophie) der Einstein Ethics Group am Exzellenzcluster TOPOI Berlin ([Details](#))
- 2019 Hauptverantwortlich für die Organisation des Workshops „Agency and Norms“ der Einstein Ethics Group an der Humboldt-Universität zu Berlin ([Details](#))
- 2016-  
2020 Diverse administrative Aufgaben in der Verwaltung des Einstein Visiting Fellowships von Prof. R. Jay Wallace (Vorbereiten von Verträgen, Kommunikation mit der Stiftung, Organisation von Räumen für Kolloquien etc.).

## **FREIWILLIGENDIENSTE**

- 2007-2008 11-monatiges Freiwilliges Soziales Jahr an der Scuola Steineriana in Mailand, Italien
- 2012-2013 3-monatiger Freiwilligendienst in der gemeinnützigen Organisation „Superando Barreras (SUBA)“ in Arequipa, Peru

## **SPRACHKENNTNISSE**

Deutsch: Muttersprache

Englisch: Muttersprachlerniveau

Italienisch: Fließend (C1)

Französisch: Gute Sprachkenntnisse in Wort und Schrift (B2)

Spanisch: Gute Sprachkenntnisse in Wort und Schrift (B2)

Latein: Großes Latinum

## **REFERENZEN**

Prof. Dr. Thomas Schmidt, Humboldt-Universität zu Berlin  
[T.Schmidt@philosophie.hu-berlin.de](mailto:T.Schmidt@philosophie.hu-berlin.de)

Prof. Dr. R. Jay Wallace, UC Berkeley  
[rjw@berkeley.edu](mailto:rjw@berkeley.edu)

Prof. Dr. Peter Schaber, Philosophisches Seminar der Universität Zürich  
[schaber@philos.uzh.ch](mailto:schaber@philos.uzh.ch)

Prof. Dr. David Owens, King's College London  
[david.owens@kcl.ac.uk](mailto:david.owens@kcl.ac.uk)

nung der Abschrift mit  
ird hiermit beglaubigt.

g. den 29.06.07

Überstudendirektor

Tempelhof-Schöneberg



**PAUL-NATORP-OBERSCHULE**  
(GYMNASIUM)  
BERLIN, BEZIRK TEMPELHOF-SCHÖNEBERG

**ZEUGNIS  
DER ALLGEMEINEN HOCHSCHULREIFE**

HERR

**Daniele**

VORNAMEN

**Bruno**

FAMILIENNAME

GEBOREN AM

**15.06.1988**

IN **Berlin**

HAT SICH NACH DEM BESUCH DER GYMNASIALEN OBERSTUFE DER ABITUR-  
PRÜFUNG UNTERZOGEN.

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Dem Zeugnis liegen zugrunde:

- die „Vereinbarung zur Neugestaltung der gymnasialen Oberstufe in der Sekundarstufe II“ (Beschluss der Kultusministerkonferenz vom 7. Juli 1972) in der jeweils geltenden Fassung,
- die „Vereinbarung über die Abiturprüfung der gymnasialen Oberstufe in der Sekundarstufe II“ vom 7. Juli 1972 (Beschluss der Kultusministerkonferenz vom 13. Dezember 1973) in der jeweils geltenden Fassung,
- die Vereinbarungen über die Einheitlichen Prüfungsanforderungen in der Abiturprüfung,
- die Verordnung über die gymnasiale Oberstufe (VO-GO) vom 26. April 1986 in der jeweils geltenden Fassung.

## 1. LEISTUNGEN IN DER QUALIFIKATIONSPHASE: Punktzahlen der Kurse in einfacher Wertung

LF = Leistungsfach

1. Halbjahr

2. Halbjahr

3. Halbjahr

4. Halbjahr

Die Überein  
der Umschri

## Sprachlich-literarisch-künstlerisches Aufgabenfeld

Deutsch .....	---	08	06	09	10	Berlin-Schö
Englisch .....	LF	13	13	14	15	1. Oberschule (7)
Französisch .....	---	1	1	1	1	1. Oberschule (7)
Latein .....	LF	12	13	13	14	1. Oberschule (7)
Italienisch .....	---	1	1	1	1	1. Oberschule (7)
-----	---	1	1	1	1	1. Oberschule (7)
-----	---	1	1	1	1	1. Oberschule (7)
Musik .....	---	07	08	1	1	1. Oberschule (7)
Bildende Kunst.....	---	1	1	1	1	1. Oberschule (7)
-----	---	1	1	1	1	1. Oberschule (7)
-----	---	1	1	1	1	1. Oberschule (7)

## Gesellschaftswissenschaftliches Aufgabenfeld

Politikwissenschaft .....	---	13	11	11	11	
(Geschichte, Erdkunde, Sozialkunde)						
Geschichte .....	---	11	10	11	11	
Erdkunde .....	---	1	1	1	1	
Philosophie .....	---	1	1	1	1	
-----	---	1	1	1	1	

## Mathematisch-naturwissenschaftlich-technisches Aufgabenfeld

Mathematik .....	---	11	09	10	10	
Physik .....	---	13	12	11	13	
Chemie .....	---	1	1	1	1	
Biologie .....	---	1	1	1	1	
Informatik .....	---	12	13	1	1	
-----	---	1	1	1	1	
-----	---	1	1	1	1	

## Weitere Fächer

Sport .....	---	1	[11]	1	11	
-----	---	1	1	1	1	
-----	---	1	1	1	1	

## 2. LEISTUNGEN IN DER ABITURPRÜFUNG :

nung der Abschrift mit  
rd hiermit beglaubigt.

g. den 29.06.07  
H. V. :/  
Oberstudiedirektor  
hof-Schönenb.

	Prüfungsfach	Prüfungsergebnis in einfacher Wertung	
		schriftlich	mündlich
1.	<b>Latin</b> (Leistungsfach)	<b>15</b>	/
2.	<b>Englisch</b> (Leistungsfach)	<b>15</b>	/
3.	<b>Mathematik</b> (Grundkursfach)	<b>11</b>	/
4.	<b>Geschichte</b> (Grundkursfach)		<b>13</b>
5.	----- (Besondere Lernleistung)	/	/
	<b>Physik</b> (Präsentationsprüfung)		<b>12</b>

## 3. BERECHNUNG DER GESAMTQUALIFIKATION UND DER DURCHSCHNITTSNOTE:

Punktsumme aus 22 Grundkursen in einfacher Wertung: **228** mindestens 110, höchstens 330 Punkte

Punktsumme aus den 6 Leistungskursen des 1. bis 3. Kurshalbjahres in zweifacher Wertung und den beiden Leistungskursen des 4. Kurshalbjahres in einfacher Wertung: **185** mindestens 70, höchstens 210 Punkte

Punktsumme aus den Prüfungen in den Prüfungsfächern in dreifacher Wertung, den Kursen der Prüfungsfächer im 4. Kurshalbjahr in einfacher Wertung und der 5. Prüfungskomponente (Präsentationsprüfung in dreifacher Wertung, das 4. Kurshalbjahr in einfacher Wertung) **261** mindestens 100, höchstens 300 Punkte

GESAMTPUNKTZAHL: **674** mindestens 280, höchstens 840 Punkte

DURCHSCHNITTSNOTE: **1,6**

Mit "E" sind Erweiterungs- bzw. Ergänzungsgrundkurse gekennzeichnet.

In Klammern gesetzt sind die Punktzahlen von Kursen, die nicht in die Gesamtqualifikation eingehen.

Für die Umsetzung der Noten in Punkte gilt:

Notenstufen	sehr gut	gut	befriedigend	ausreichend	mangelhaft	ungenügend
Noten	+	1	-	+	2	-
Punkte	15	14	13	12	11	10

Notenstufen	sehr gut	gut	befriedigend	ausreichend	mangelhaft	ungenügend
Noten	+	1	-	+	3	-
Punkte	09	08	07	06	05	04

Notenstufen	sehr gut	gut	befriedigend	ausreichend	mangelhaft	ungenügend
Noten	+	1	-	+	4	-
Punkte	03	02	01	00		

6 nicht berücksichtigt  
00

## 4. FREMDSPRACHEN :

In der ersten Fremdsprache Englisch und der zweiten Fremdsprache Latein

ist der Unterricht in dem für den Erwerb der Allgemeinen Hochschulreife erforderlichen Umfang besucht worden

Das Zeugnis schließt den Erwerb

des Latinums

gemäß Vereinbarung der Kultusministerkonferenz über Kenntnisse in Latein und Griechisch vom 26. Oktober 1979 in der jeweils geltenden Fassung ein.

Die Übereinstimmung  
der Unterschriften

Berlin-Schöneberg



Bemerkungen:

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HERR

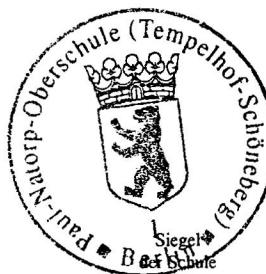
Daniele Bruno

HAT DIE ABITURPRÜFUNG BESTANDEN UND DAMIT DIE BEFÄHIGUNG ZUM STUDIUM  
AN EINER HOCHSCHULE IN DER BUNDESREPUBLIK DEUTSCHLAND ERWORBEN.

BERLIN, den 29. Juni 2007

SCHULLEITER(IN)

VORSITZENDE(R) DER PRÜFUNGSKOMMISSION



Die Durchschnittsnote (N) errechnet sich in Übereinstimmung mit Anlage 3 der Verordnung zur Durchführung des Staatsvertrages über die Vergabe von Studienplätzen nach der Formel:

$$N = 5 \frac{2}{3} - \text{Gesamtpunktzahl} : 168$$

Die Durchschnittsnote wird auf eine Stelle hinter dem Komma errechnet; es wird nicht gerundet. Bei einer Gesamtpunktzahl von 768 und mehr Punkten ergibt sich die Durchschnittsnote 1,0.

H U M B O L D T - U N I V E R S I T Ä T Z U B E R L I N



U R K U N D E

Die Philosophische Fakultät I verleiht

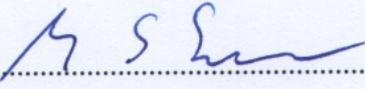
H E R R N D A N I E L E B R U N O

den akademischen Grad

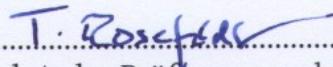
B A C H E L O R O F A R T S ( B . A . ) .

Das Bachelorstudium wurde gemäß der Prüfungsordnung für den Bachelorstudiengang Philosophie vom 27. September 2007 absolviert.

Berlin, 18. Oktober 2012

  
Dekan/in



  
Vorsitzende/r des Prüfungsausschusses

H U M B O L D T - U N I V E R S I T Ä T Z U B E R L I N



## Z E U G N I S

**H E R R D A N I E L E B R U N O**

geboren am 15. Juni 1988 in Berlin

hat das Bachelorstudium Philosophie mit dem Zweitfach Sozialwissenschaften nach der Prüfungsordnung vom 27. September 2007 absolviert

und mit der Gesamtnote 1,3 (sehr gut) bestanden.

**Gesamtzahl der Studienpunkte: 180**

**Thema der Bachelorarbeit:**

Moral Language and the Charge of Queerness.

Note: 1,3 (sehr gut)

Studienpunkte: 8

	Note	Studien- punkte
<b>Kernfach Philosophie</b>	<b>1,3</b>	<b>90</b>
Einführung in die Philosophie	2,0	6
Logik	1,3	12
Theoretische Philosophie	1,3	12
Praktische Philosophie	1,7	12
Wahlfrei	1,2	18
Vertiefung I Theoretische Philosophie	1,0	10
Vertiefung I Praktische Philosophie	1,0	10
Abschlussmodul - Bachelorarbeit und Verteidigung	1,3	10
<b>Zweitfach Sozialwissenschaften</b>	<b>1,5</b>	<b>60</b>
Internationale Politik	bestanden	5
Allgemeine Soziologie	bestanden	5
Allgemeine Soziologie	bestanden	5
Internationale Politik	1,0	5
Einführung in das Studium	bestanden	2,5
Vergleichende Politikwissenschaft und Internationale Beziehungen	2,3	5
Soziologische Theorie	2,3	5
Methoden Empirischer Sozialforschung	2,0	5
Soziale Ungleichheit, Geschlechterbeziehung und räumliche Differenzierung	2,3	5
Politische Theorien	2,3	5
Vertiefung Politikwissenschaft	1,0	12,5
<b>Berufsfeldbezogene Zusatzqualifikation</b>	<b>bestanden</b>	<b>32</b>
Schlüsselqualifikation	bestanden	10
Berufsorientierung	bestanden	12
Praktikum	bestanden	10

Berlin, 18. Oktober 2012

Dekan/in



Vorsitzende/r des Prüfungsausschusses

Noten: 1,0–1,5 = sehr gut; 1,6–2,5 = gut; 2,6–3,5 = befriedigend; 3,6–4,0 = ausreichend; 4,1–5,0 = nicht ausreichend



U R K U N D E

Die Philosophische Fakultät I verleiht

H E R R N D A N I E L E B R U N O

den akademischen Grad

M A S T E R O F A R T S (M. A.).

Das Masterstudium wurde gemäß der Prüfungsordnung für den Masterstudiengang Philosophie vom 27. September 2007 absolviert.

Datum der letzten Prüfungsleistung:  
Berlin, 02. September 2015

Ausstellungsdatum:  
8. September 2015

Dekan/in

Vorsitzende/r des Prüfungsausschusses



*Mr S. Lin*

*T. Ronfeldt*

H U M B O L D T - U N I V E R S I T Ä T Z U B E R L I N



## Z E U G N I S

**H E R R D A N I E L E B R U N O**

geboren am 15. Juni 1988 in Berlin

hat das Masterstudium Philosophie nach der Prüfungsordnung vom  
27. September 2007 absolviert

und mit der Gesamtnote 1,0 (sehr gut) bestanden.

**Gesamtzahl der Leistungspunkte: 120**

**Thema der Masterarbeit:**

Giving and Keeping Promises.

Note: 1,0 (sehr gut)

Leistungspunkte: 24

	Note	Leistungs- punkte
Philosophie	1,0	120
Theoretische Philosophie	1,0	18
Praktische Philosophie	1,0	18
Philosophische Anthropologie/Kulturphilosophie	1,3	18
Praktische Philosophie	1,0	18
Wahlfrei	1,0	18
Abschlussmodul - Masterarbeit, Kolloquium und Verteidigung	1,0	30

Datum der letzten Prüfungsleistung:  
Berlin, 02. September 2015

Dekan/in



Ausstellungsdatum:  
8. September 2015

*T. Blaßfeld*

Vorsitzende/r des Prüfungsausschusses

Noten: 1,0-1,5 = sehr gut; 1,6-2,5 = gut; 2,6-3,5 = befriedigend; 3,6-4,0 = ausreichend; 4,1-5,0 = nicht ausreichend

## UNWISSENHEIT, VERANTWORTUNG UND MORALISCHE VERPFLICHTUNG

(Skizze des geplanten Habilitationsprojektes)

### 1) Gesamtbeschreibung des Projektes

Es ist weitgehend unstrittig, dass Unwissenheit unter bestimmten Umständen moralisch entschuldigt. Wer nicht wusste – und nicht einmal ahnen konnte –, dass der Zucker in seiner Küche heimlich mit Cyanid vertauscht wurde, dem kann man nicht zum Vorwurf machen, wenn er seinem Gast Gift in den Tee kippt.

Vor dem Hintergrund dieses Konsenses wird allerdings die Frage danach, in welcher Weise Unwissenheit *genau* von Belang für die moralische Beurteilung unseres Tuns (und unserer Unterlassungen) ist, kontrovers diskutiert. Im Vordergrund entsprechender Debatten in der normativen Ethik steht hierbei vor allem die Frage, welches Wissen einer Handelnden über ihre Handlung nicht verfügbar sein muss, damit sie aufgrund dessen als entschuldigt gelten kann – oder, umgekehrt formuliert, welche epistemischen Bedingungen eine Akteurin bezüglich einer Handlung erfüllen muss, damit ihr diese Handlung zum Vorwurf gemacht werden kann.

Das Erreichen einer zufriedenstellenden Antwort auf diese Fragen wird jedoch dadurch erschwert, dass es mit einem zweiten, auf einer abstrakteren moraltheoretischen Ebene lokalisierten Problem eng zusammenhängt und dass dieser Zusammenhang in der Literatur nicht immer ausreichend klar gesehen wird. Denn klärungsbedürftig ist nicht nur, *unter welchen Umständen*, sondern auch *auf welche Weise* Unwissen über moralisch relevante Faktoren entschuldigen kann. Dass in dieser Frage grundsätzlich unterschiedliche Optionen denkbar sind, kann vor dem Hintergrund der verbreiteten Auffassung verständlich gemacht werden, dass zwei Bedingungen erfüllt werden müssen, damit man einer Akteurin gerechtfertigter Weise Vorwürfe machen kann:

- (i) Die Akteurin muss für die Handlung moralisch verantwortlich sein.
- (ii) Die Handlung der Akteurin muss moralisch falsch sein (d.h., die Akteurin muss einer moralischen Pflicht zuwiderhandeln).

Grundsätzlich scheint jede dieser beiden Bedingungen als diejenige in Betracht zu kommen, welche von der durch Unwissenheit entschuldigten Akteurin nicht erfüllt wird. Dies zeigt sich auch daran, dass die Frage nach der moralischen Relevanz von Unwissenheit in der Literatur in zwei zumindest auf den ersten Blick ganz unterschiedlichen Kontexten diskutiert wird.

Zum einen geschieht dies in der Debatte um die epistemische Bedingung moralischer Verantwortung. Viele halten es für unangebracht, Personen, die nicht (oder nicht genau genug) wissen, was sie tun, Verantwortung für ihre Handlung zuzuschreiben. Wer dieser Auffassung ist, ist also der Meinung, dass Personen, denen das relevante Wissen über ihr Tun abgeht, dieses Tun nicht in moralisch relevanter Weise zurechenbar ist – und zwar unabhängig von der Frage nach dessen moralischer Qualität. Durch Unwissenheit entschuldigte Akteure wären demnach nicht verantwortlich für ihre Handlung, wobei diese Handlung dennoch unter Umständen moralisch falsch ist.

Zum anderen sehen viele die Frage danach, was Personen über ihr Handeln wissen (bzw. wissen können) als primär relevant für die Frage der moralischen Qualität dieses Handelns an. In der entsprechenden Diskussion vertreten Subjektivisten bzw. Perspektivisten die These, dass das, was eine Person weiß – oder wissen kann –, unmittelbar für die *inhaltliche* Frage von Belang ist, was zu tun sie moralisch verpflichtet ist. Dieser Auffassung zufolge handeln durch Unwissen entschuldigte Akteure zwar ggf. verantwortlich, aber jedenfalls nicht falsch. Objektivisten bestreiten währenddessen, dass die epistemische Situation einer Person einen derartigen Einfluss auf ihre moralischen Pflichten hat.

Diesen beiden thematischen Kontexten korrespondieren zwei unterschiedliche Debattenstränge in der Literatur, in denen jeweils eine Vielzahl einzelner Vorschläge dazu diskutiert wird, wie die für Entschuldigungen relevanten epistemischen Bedingungen zu formulieren sind und wie deren Verhältnis zu den Bedingungen moralischer Verantwortlichkeit bzw. zum Inhalt unserer moralischen Pflichten zu konzipieren ist. Überraschenderweise jedoch laufen die genannten Debattenstränge weitgehend parallel zueinander, ohne dass die entsprechenden Positionen und Vorschläge auf hinreichend ergiebige Art und Weise miteinander ins Gespräch gebracht werden würden.

An diesem Befund setzt mein Projekt an. Die Hoffnung ist, ganz allgemein gehalten, argumentative Ressourcen aus beiden Debattensträngen so zusammenzuführen, dass Fortschritte in Bezug auf Einzelfragen gemacht werden können, die in den beiden Kontexten bisher größtenteils separat behandelt werden. Im besten Falle könnte eine sorgfältige Klärung der genannten moraltheoretischen Frage *auf welche Weise* Unwissen über moralisch relevante Faktoren relevant ist, gar zu einem umfassenden neuen systematischen Antwort auf die größere Frage nach den konkreten Bedingungen moralischer Vorwerfbarkeit unter Unwissen führen. Ob sich diese Hoffnung erfüllt, bleibt natürlich erst einmal noch zu sehen.

## 2) Bisher konkret bearbeitete Einzelprojekte

Neben einer allgemeinen Einarbeitung in die Literatur der beiden genannten Debattensträngen (epistemische Bedingung moralischer Verantwortung und Subjektivismus/Perspektivismus vs. Objektivismus) und der Entwicklung der groben Stoßrichtung des Forschungsprogrammes, hat sich meine bisherige Arbeit in diesem Themengebiet an zwei konkreten Einzelfragen orientiert, die beide auf unterschiedliche Weise einen Brückenschlag zwischen den beiden oft getrennt laufenden Debatten darstellen. Diese Arbeit hat sich in zwei Artikelmanuskripten niedergeschlagen. Beide Manuskripte habe ich bereits vor einigen Jahren auf mehreren Tagungen und Kolloquia vorgestellt - sie sind in einem relativ gut ausgearbeiteten Zustand, haben jedoch jetzt seit längerer Zeit geruht, nachdem ich mich für ein Dissertationsprojekt zu promissorischer Verpflichtung entschieden habe. Ich plane beide Manuskripte, nach einer erneuten gründlichen Überarbeitung, relativ bald nach Fertigstellung meines Dissertationsprojekts in einem Journal einzureichen.

2a)

Das erste Manuskript stellt einen Versuch dar, Ressourcen aus der relativ gut entwickelten Debatte zur Relevanz schuldhafte Unwissenheit für moralische Verantwortung auf die Debatte zwischen Objektivisten und Subjektivisten/Perspektivisten zu übertragen. So lässt sich zeigen, dass unterschiedliche Ausformungen der Grundidee, dass unsere moralischen Verpflichtungen auch *irgendwie* von unserer epistemischen Situation abhängen, unterschiedlich gut mit klassischen Beispielen schuldhafte Unwissenheit umgehen können. Dieser Punkt hat in der Debatte um die Relevanz von Unwissenheit für Fragen moralischer Verpflichtung überraschenderweise nur unzureichende Beachtung gefunden.

## SUBJECTIVE ACCOUNTS OF MORAL OBLIGATION AND THE PROBLEM OF CULPABLE IGNORANCE

Recently, a growing number of philosophers have come to subscribe to broadly subjectivist picture of moral obligation. Though details differ, one central idea that unites these theories is the idea that moral obligation is at least weakly self-intimating, i.e. that any given person is morally obligated to  $\phi$  only if her epistemic situation, or, as it is sometimes helpfully called, her perspective, somehow entails that she ought to  $\phi$ . Allowing for such an epistemic restriction of moral obligation permits one to capture a familiar intuition – agents acting from ignorance are generally not to be blamed for their actions. However, there is an important exception to this rule – ignorance does not excuse if it is itself culpable. In this paper, I will show how accounting for culpable ignorance is quite a tricky matter for proponents of subjectivism. In fact, some of the most prominent subjectivist accounts fail to be able to capture intuitions regarding paradigmatic cases of culpable ignorance. I will show that belief-subjectivism, as endorsed by Jackson and Prichard, fails to even accommodate basic cases of culpable ignorance through deficient investigation or deficient inference. Evidence-subjectivism or perspectivism, as recently defended at length by Michael Zimmerman and Benjamin Kiesewetter, fares better in this regard, but faces problems in cases in which agents culpably curtail their own evidence in order to avoid being subject to moral obligations. Drawing on work by Sorensen and Wieland, I argue that evidence-subjectivists risk slipping into a vicious regress problem when trying to explain why it is wrong for agents to purposefully avoid possible knowledge of their obligations. Finally, I sketch two possible answers to this challenge, arguing that both come with some substantial costs.

2b)

Zweitens ergeben sich aus einem Zusammenbringen der beiden Debattenkontexte sehr interessante Folgefragen über das Wesen moralischer Verantwortung und moralischen Entschuldigungen im Allgemeinen. Im zweiten Papermanuskript versuche ich zu zeigen, dass ein klassisches Argument gegen den Objektivismus über moralische Verpflichtung von Frank Jackson weitreichende Folgen für ein in der moralphilosophischen Literatur weitverbreitet Verständnis von Entschuldigungen hat. Im Anschluss an Austins „Plea for Excuses“, werden entschuldigte Handlungen (insbesondere im Kontrast zu moralisch *gerechtfertigten* Handlungen) klassischerweise als falsche, aber nicht vorwerfbare Handlungen definiert. Jacksons Beispiel jedoch zeigt, wie ich im Paper darlege, dass diese Art, Entschuldigungen zu konzeptualisieren, Handlungen aus schuldloser Unwissenheit nicht als entschuldigt auffangen kann. Um zu prüfen, ob sich dieses Problem auf epistemisch basierte Entschuldigungen beschränkt, entwickle ich Folgenden basierend auf der Struktur des Jill-Falls weitere Beispiele, die in Bezug auf andere paradigmatische Arten von Entschuldigungen (wie Zwang oder Nötigung) ähnliche Intuitionen hervorrufen wie Jacksons Beispiel bei Unwissenheit. So lässt sich zeigen, dass das Vorliegen von vielen paradigmatischen Formen von Entschuldigungen tatsächlich einen Einfluss auf die

moralischen Pflichten eines Akteurs haben kann, und nicht nur darauf, ob man sie für die betreffenden Handlungen verantwortlich machen kann. Dies, so argumentiere ich, stellt das klassische Austinsche Verständnis von Entschuldigungen als falsche, nicht gerechtfertigte Handlungen vor ein ernstes Problem.

## **BEING FULLY EXCUSED FOR WRONGDOING**

The distinction between justification and excuse is a staple of ethical theorizing. On a classic understanding, an agent is fully excused for an act A if and only if it was morally wrong for her to perform A, yet she is in no way blameworthy for doing so. A major motivation for understanding excused action as blameless wrongdoing is the apparent existence of a number of paradigmatic types of excusing consideration that seem to affect blameworthiness but not permissibility. Ignorance, compulsion, duress, coercion and accident are important examples of these. In this paper, I take up the case against the classic conception of excused action as blameless wrongdoing by arguing that this appeal to distinctly identifiable excusing considerations does not stand up to closer scrutiny. To do so, I pick up on a famous case by Frank Jackson, which he employs to forcefully argue against objectivism about moral obligation, i.e. the view that our moral obligations are independent from our epistemic situation. I argue that, if we follow Jackson's argument and embrace a non-objectivist position, we thereby acknowledge that there is no such thing as an excuse of ignorance or mistake, classically conceived. I next lay out structurally similar cases for two other types of paradigmatic excuses, duress and compulsion. I show that for each of these, a case can be constructed to show that the consideration in question has direct bearing on the permissibility of the action. This casts doubt on the idea that there are any genuine excusing considerations, thus putting pressure on the classic conception of excuses as blameless wrongdoing. Finally, I put my own arguments into context with other recent attacks on the understanding of excuses as blameless wrongdoings by Wallace (1994) and Rivera-Lopez (2006) and explore some of the implications of these results for wider conceptions of moral obligation and moral responsibility.

### **3) Mögliche weitere Arbeitsschritte**

Neben der weiteren Ausarbeitung der beiden genannten Manuskripte bieten sich im Anschluss an meine Vorarbeiten mehrere weitere interessante Anknüpfungspunkte für eine weitere Ausarbeitung des Projektes an.

Zum ersten besteht natürlich, wie oben angesprochen, die Hoffnung, durch Klärung der metatheoretischen Frage Fortschritte bei der Erarbeitung einer umfassenden neuen systematischen Antwort auf die größere Frage nach den konkreten Bedingungen moralischer Vorwerfbarkeit unter Unwissenheit zu machen. In diesem Kontext bieten sich auch viele interessante Anschlusspunkte an andere Debatten an, z.B. der Debatte zu Überfordereinwänden in der normativen Ethik (overdemandingness) oder der Debatte zur Relevanz von normativer Unsicherheit für Entscheidungsprobleme.

Zweitens ist das in 2b) beschriebene Paperprojekt auf natürliche Art und Weise ausbaubar. Aufbauend auf die kritische Auseinandersetzung mit dem klassischen Austinschen Verständnis von Entschuldigungen, die ich im Manuskript biete, ließe sich zumindest in den Grundzügen eine alternative Theorie von Entschuldigungen entwickeln, die den im Manuskript besprochenen Problemfällen angemessen Rechnung tragen kann.

Drittens bietet sich natürlich auch eine Anwendung der Resultate auf ausgewählte Probleme der angewandten Ethik an. In vielen der in der angewandten Ethik gegenwärtig intensiv diskutierten Felder, so z.B. Konsumethik, Medizinethik und Klimaethik, ist die moralische Beurteilung in Handlungssituationen gefragt, in denen perfektes Wissen über die moralisch relevanten Eigenschaften aller Handlungsoptionen für den Akteur schwer, wenn nicht gar unmöglich zu erlangen scheint.

Ein Kontext, der im Moment große gesellschaftliche Aufmerksamkeit genießt, bietet sich dabei möglicherweise besonders die Anwendung der bereits teilweise erarbeiteten und in 2b zusammengefassten Konzeption schuldhafter Unwissenheit an – das Problem der sogenannten *Filterblasen*. Soziologen, Politologen und Kulturwissenschaftler machen bereits seit einiger Zeit auf potentiell problematische Effekte aufmerksam, die die Mechanismen der personalisierten Inhaltsaggregation in sozialen Netzwerken wie Facebook auf den Meinungshaushalt von Individuen haben kann. Kurz zusammengefasst ist das Problem, dass die Algorithmen, die bestimmen, welche Inhalte Nutzern in Nachrichtenfeeds präsentiert werden, die Auswahl von den vorher getroffenen Entscheidungen der Nutzer abhängig machen. Wer z.B. regelmäßig Meinungsartikel aus rechtsgerichteten Medien liest, bekommt mit größerer Wahrscheinlichkeit weitere Nachrichten aus ideologieverwandten Quellen präsentiert, während Artikel aus liberalen oder linken Medien gegebenenfalls herausgefiltert werden. So werden Konsumenten dieser Art der Information in bestimmten (häufig nicht mehrheitsfähigen) Meinungen bestärkt, während ihnen alternative Sichtweisen verschlossen bleiben. Es resultiert eine gefährliche Art der Selbstbestätigung, die gelegentlich auch als „Echokammereffekt“ bezeichnet wird.

Ich halte es für eine ethisch äußerst interessante Frage, wie genau Handlungen, von Akteuren zu bewerten sind, die aus Filterblasen-Unwissenheit heraus z.B. fragwürdige politische Entscheidungen unterstützen, schädigende Konsumententscheidungen treffen, oder die Gesundheit anderer gefährdende Verhaltensweisen weiterführen. Besonders interessant wäre es dabei zu erörtern, ob es sich bei dieser Art von Unwissenheit um schuldhaft selbsterzeugte Unwissenheit handelt. Welche Art genau muss der kausale Beitrag des Nutzers zu der in ihm resultierenden Informationslage sein, damit Handlungen, die aus dieser misslichen Informationslage entstehen, tatsächlich moralische Pflichtverletzungen darstellen? Oder bildlich gesprochen: Wie bewusst muss der Schritt in die Filterblase hinein gewesen sein, damit die Handlungen aus dieser Blase heraus noch als falsch und damit vorwerfbar gelten können? Dies sind Fragen, die ich ebenfalls gerne in der weiteren Arbeit am Projekt verfolgen würde.

## 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  $\phi$  when we have given a valid promise to  $\phi$  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, thought 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.

## 1

## The Nature of the Promissory Speech Act

### 1) The Importance of Conceptual Questions about Promises

#### 1.1

If there is one thing that philosophers working on promises agree on, it is that a promise is a performative speech act, that is, a way of doing certain things with words.<sup>1</sup> While there is almost universal agreement that promising is a performative, the question of what exactly it is we do when we give promises is more strongly contested amongst those working on the issue. In this first chapter, I will pursue this question about the nature of the promissory speech act.

Moral philosophers, or philosophers of normativity more broadly, whose philosophical engagement with promising is principally mediated by their interest in problems surrounding promissory normativity, might ask themselves about the point of engaging in a separate discussion about what kind of speech act promising really is, instead of directly delving into matters relating to promissory normativity. While one need not deny that the conceptual question is an interesting one, it might be contended that it is best left to those whose interests are squarely in the philosophy of language, and who are thus primarily driven by a desire to find out what promises can teach us

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<sup>1</sup> Cf. paradigmatically Wittgenstein 1958, §546; Austin 1962. The idea that promises are a performative in this sense predates Wittgenstein and Austin by a lot. For example, it is expressed by the late scholastic Lessius in his 1628 work *De iustitia et iure, ceterisque virtutibus cardinalibus libri quatuor*: “The reason is that, as promise and gift are certain practice-related signs, they themselves bring about what they signify.” (*lib.2 cap. 18, dub. 5*) [Ratio est, quia promissio et donatio sunt signa quaedam practica, efficientia idipsum quod significant.] My translation, latin original as quoted in Gordley 1993, p. 79.

about the structure and function of language, and different forms of language games.

As I hope to show in the following, it is indeed worth tackling the question of what kind of speech act promising is first, even if our main interest is in promissory normativity, and not in philosophy of language. For one thing, a once popular misinterpretation of a very plausible view of the nature of the promissory speech act can lead one to conclude that the right answer to the question of what kind of speech act promising is can by itself solve the question of promissory normativity. I will show that the assumptions undergirding this interpretation do not, however, stand up to close scrutiny. Even though conceptual truths about the promissory speech acts thus cannot by themselves get us to substantive normative conclusions, the results of the discussion in this chapter will nonetheless play a crucial role in my own argument for non-reductivism in chapter 2. For another thing, the discussion of the accounts of the nature of the promissory speech act that is to follow will bring to light conceptual resources that will guide much of the discussion of promissory obligation that is to follow in the later chapters. Of particular importance in this regard is the distinction between two different types of obligation one may attach to promises (internal and substantive), as well as the classification of promising as a normative-power-like speech act with genuine normative intent.

This is the plan for this chapter. I begin by laying out what appears to me the most plausible candidate for a theory of the nature of the promissory speech act, the Obligation View, on which promises are essentially connected to the undertaking of an obligation.<sup>2</sup> I lay out a strong version of the Obligation View, brought to prominence by philosophers of language such as Austin and Searle, and show that it is implausible. The reasons for its implausibility lie in problems pertaining to the aforementioned strong implications about the normativity of promises that characterise this view. I then turn to critically evaluate the two main alternatives to the Obligation View, the Intention View, on which promises essentially serve to communicate intentions, and the Joint Commitment View, on which promises are instances of jointly formed plans. I argue that even though both of these theories pick up on important features of our promissory practice, they nonetheless face insurmountable problems as theories of the

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<sup>2</sup> As I understand it, OBLIGATION is a normative concept. If I am under an obligation to  $\phi$ , I have reason to  $\phi$ . It is furthermore a pro tanto notion: it can be that, all things considered, I ought to act contrary to my obligation, if another particularly weighty consideration disfavours the action I am obligated to perform. I offer a more in-depth discussion in the next Chapter.

nature of the promissory speech act. I thus finally return to the Obligation View, and lay out a more modest version of it, one that has gained considerable currency with philosophers working on promissory normativity. On this view, making a promise is essentially a matter of expressing one's intention to obligate oneself through that very act. I provide a defence of this view, arguing that it is ultimately superior to all of its competitors.

## 1.2

Before I begin, let me make a larger preliminary point that will serve to delineate the inquiry not only in this chapter, but throughout the whole of this work. In what follows, I will be concerned with promises in their most paradigmatic form. The paradigmatic type of promise that I have in mind is one where one single human person, the promisor, promises to another single human person, the promisee, to perform a certain action at a (specified or unspecified) point in the future, using linguistic formulae explicitly labelling the act as a promise, such as “I promise” or “And that’s a promise”.<sup>3</sup> Of course, not all promises take this paradigmatic form. Furthermore, there is a large family of related speech acts that bear great similarity to promises, yet differ in important respects from them, such as agreements, vows, pacts, contracts etc. I take it to be good philosophical practice for an inquiry into some domain to first attempt to come to an understanding of the most familiar, paradigmatic element from this domain, and then work from that understanding to achieve greater insights in the more specific cases.<sup>4</sup> This is the strategy many moral philosophers pursue with regards to promises, and also the one I shall commit myself to in the remainder of this work. My focus on paradigmatic promises will mean that a number of interesting questions and intricacies surrounding promises and promissory normativity will not feature heavily in what follows. It is worth mentioning a few of the central ones right away.

First, I will not in great detail discuss the question of exactly which linguistic markers are necessary for picking out a given speech act as a promise. It is clear that in everyday life, we not only make promises by employing the explicit formulae “I promise” and

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<sup>3</sup> A stylistic note: in this work I will be using feminine pronouns by default (“The conventionalist will object that she is not committed to that claim”). There is an important exception to this, however: to facilitate easy reference by pronouns in many contexts, I will by default always refer to promisors as male, and promisees as female. The hope is that this device will allow for improved readability throughout the text.

<sup>4</sup> For a similar approach applied to a different field in philosophy, see Fricker 2016.

“And that’s a promise”. Saying things like “I swear to you that I will do it”, “Trust me that I will do it” and possibly also just “I will do it”, when offered with the right emphasis and in the right conversational context, may be enough to offer a promise.<sup>5</sup> One might worry that if there is no specific strictly necessary linguistic marker clearly singling out promises, the question of which speech acts constitute promissory commitments will be hopelessly unanswerable. This, however, is an excessively dire view of the situation. Other areas of language that are even much less strictly regulated than promises do not pose similar problems. For example, we don’t need any specific markers to determine whether a speaker is speaking sincerely or ironically. Even though the difference between irony and sincere speech is clearly of great importance, it does not seem to be a problem that it is hard to specify any generally applicable, cookie-cutter method for distinguishing between the two.<sup>6</sup>

Secondly, I will not be saying much about any member of the set of phenomena that bear similarity to paradigmatic promises, but differ in one or more important respects. These include promises to oneself, promises by public personae to larger groups (such a politician’s election promise), cases of what Páll Árdal calls Salesman’s Promises (such as “I promise that you will get ten years of service out of this washing machine”), and finally abstract promises by authorities such as “I promise to pay the bearer on demand the sum of ten pounds”.<sup>7</sup> All of these raise interesting questions of their own, which, however, need not be answered in their entirety to arrive at a satisfactory account of paradigmatic promises.

Finally, I will be concerned with promises as a moral phenomenon, and not with the further question of whether a promise creates any legal obligations. The parties to a promise need not have any intention to enter into explicitly legal relations when the promise is made, nor need any legal relation be created. Neither the question of the legal relevance of promises, nor the question of how some of the more legally charged close cousins of promises (such as contracts and pacts) are normatively relevant, seem to me to require answering in order to come to a satisfactory account of the core paradigm phenomenon of promises. In fact, the moral relevance of promising has for a long time been of great interest to legal scholars as a potential ground of the

<sup>5</sup> See for example Árdal 1968, p. 225, Gilbert 2011, p. 81, Pratt 2014, p. 384-5.

<sup>6</sup> On this, see Owens 2012, p. 205. Owens attributes the point about irony to Davidson 1984, p. 270

<sup>7</sup> On self-promises, see Hill 1991, Migotti 2003, Habib 2009, Rosati 2011, Fruh 2014 and Dannenberg 2015, on Salesman’s Promises, see Árdal 1968.

normativity of contracts<sup>8</sup>. If this strategy is along the right lines, setting aside these more legally charged close cousins of promises, such as contracts and pacts, and instead focusing exclusively on the moral phenomenon of “everyday” promises can nonetheless serve as an important first step in coming to a full understanding of the former.

With these preliminary points out of the way, let us now turn to the accounts of the nature of promising.

## 2) The Obligation View (First Pass)

### 2.1

The most common, and probably the most natural way to describe what we do by giving promises is as performing an act of obligating ourselves. In the majority of cases, promises are offered by promisors to promisees to provide assurance that they will do a certain thing, and that assurance is generally understood to be provided by the promisor’s undertaking an obligation to the promisee. This idea is widely shared, as the following three examples show.

Here is Searle:

The essential feature of a promise is that it is the undertaking of an obligation to perform a certain act. (Searle 1969, p. 60)

In a similar vein, Jay Wallace states:

Promising is a device for obligating oneself. (Wallace 2005, p. 53)

Finally, here is David Lewis expressing a very similar idea:

The whole point of promising – or threatening, as strategists know – is to bind oneself to do something. (Lewis 1969, p. 188)

Besides these three, there are scores of further writers expressing the idea that what it is to make a promise is irrevocably connected with the idea of undertaking an

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<sup>8</sup> Both Aquinas’ and the Natural Lawyers’ (amongst them perhaps most clearly: Grotius’ and Pufendorf’s) interest in promising as a moral phenomenon was at least partially informed by interest in the law of contract. For some of the most pertinent modern treatises of promises by legal scholars, see Atiyah 1981, Fried 1982, Gordley 1993 and Kimel 2003.

obligation.<sup>9</sup> It is important to note that the claim that promises are essentially connected to obligation, at least in the generality characteristic of Wallace's and Lewis' takes, is open to at least two distinct interpretations. On a weak view, promises can be understood to essentially involve an attempt to obligate oneself. On the stronger version, promises essentially involve not only the attempt to obligate oneself, but the actual successful undertaking of an obligation. Unlike the other two authors quoted above, John Searle makes it clear that it is this stronger interpretation of the view which he endorses. We can formally capture the suggested proposal as follows:

*(The Strong Obligation View)* To promise S to  $\varphi$  is to voluntarily undertake an obligation to S that one will  $\varphi$ .<sup>10</sup>

It should be noted that this is a suggestion that has radical consequences. The truth of the Strong Obligation View entails that it is a matter of *analytical* truth whether or not a promisor is under an obligation to keep her promise. Given that whether or not a promise has been made appears to be a descriptive matter, this also means that it is possible to formulate an argument proceeding from exclusively descriptive premises to a substantial normative conclusion, violating the *is/ought* dichotomy that, at least since being explicitly formulated by Hume, has been a cornerstone of ethical thinking for many. This is a consequence that was welcomed by a number of philosophers of language, and appears to indeed have contributed to their interest in normatively flavoured performatives such as promises. In *How to Do Things With Words*, Austin suggests that a proper classification and understanding of the different kinds of speech acts is "quite enough to play Old Harry with [...] the value/fact fetish"<sup>11</sup>, though he does not explain how this is to be done in detail. In his famous paper "How to Derive an Ought from an Is", John Searle sets out to do Austin the favour of performing this deed for him. He purports to provide an argument that proceeds from a description of a case of promise-giving to a conclusion couched in terms of "ought", and the truth of

<sup>9</sup> To offer just a few further names: H.A. Prichard (1932/2002, p. 257), Von Wright (1962, p. 288), H.L.A. Hart (1958), G.E.M. Anscombe (1978), Joseph Raz (1972, 1977), John Finnis (1980), Harry Beran (1987, p. 6), Gary Watson (2004, 2009), David Owens (2006, p. 51), and Michael Pratt (2014).

<sup>10</sup> Note that this, just as the other characterisations of the views to follow, is to be read as a statement about what promising essentially involves, not as a statement about identity. There are clearly ways to undertake obligations to people that one will  $\varphi$  that do not constitute promises. The same applies, *mutatis mutandis*, to the other views. What is more, I will in the following reserve usage of the locution "To X is to Y" to conceptual truths about X and Y, such as expressed in the Strong Obligation View, for reasons of clarity and conciseness.

<sup>11</sup> Austin 1962, p. 150.

the Strong Obligation View is clearly a crucial presupposition of his argument.

Here is Searle's argument:

- (1) Jones uttered the words "I hereby promise to pay you, Smith, five dollars."
- (2) Jones promised to pay Smith five dollars.
- (3) Jones placed himself under (undertook) an obligation to pay Smith five dollars.
- (4) Jones is under an obligation to pay Smith five dollars.
- (5) Jones ought to pay Smith five dollars. (Searle 1964, p. 44)

Though this argument is widely received, few have reported being convinced by it.<sup>12</sup> The central point I wish to examine, as many other commentators before, is the inference from (2), via (3), to (4). This inference not only constitutes the heart of Searle's derivation, but also can teach us the most about the nature of promises and their normative relevance.

Why should we believe this to be a valid inference? As noted, the implicit presupposition here clearly is the Strong Obligation View, as plainly endorsed in the same article by Searle (as quoted above). Searle makes this explicit at a later point in the paper, when he declares himself content to add the following premise for the purpose of "formal neatness":

- (2a) All promises are acts of placing oneself under (undertaking) an obligation to do the thing promised. (Searle 1964, p. 46)

Searle takes this statement to be a tautology.<sup>13</sup> Let us turn to evaluating this claim of analyticity, on which his argument centrally rests. As we shall see, there is good reason to think that all plausible attempts to support this claim drawing on only features of language fail. I will highlight three different features of the promissory speech act that one may believe fit to directly support the claim. We will see that upon closer

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<sup>12</sup> For some pertinent criticism of the argument, see McClellan and Komisar 1964, Flew 1964, Thomson and Thomson 1964, Hare 1964, Cherry 1973 and Hanfling 1975.

<sup>13</sup> Ibid.

examination, none of them actually lend credibility to the Strong Obligation View, and with it, to Searle's derivation. Seeing why will reveal important insights about promising, some of which will, as we will see later, nonetheless have some bearing on questions of promissory normativity, albeit in a fashion substantially different from the one envisioned by Searle.

## 2.2

A first suggestion on how to support the Strong Obligation View draws on the nature of promising as a performative speech act with a certain extra-linguistic aim, namely the undertaking of an obligation. Keeping in mind that promising has this aim, is this not enough to show that a successful exercise of this speech act actually has been performed to know that the intended effect has been brought about?

It is not. We can make this clear by dwelling on other performative speech acts. Take the act of cursing another person, in the sense of trying to call misfortune upon them. Here is an example, taken from Verdi's *Rigoletto*. In the opera, the count Monterone curses Rigoletto for making fun of his lack of control over his daughter, who had earlier been seduced by the lecherous Duke. By uttering the words "My curse upon you!", Monterone calls misfortune upon Rigoletto and those held dear to him in response to the perceived slight. Now, most people will, for very good reason, strongly doubt that the effects aimed at by a curse could ever be brought about by such a speech act. For this to be true, it appears, either there has to be some higher power receptive to these speech acts and willing to intervene in the physical world to bring about the downfall of the accursed, or some sort of direct magical causation from the very speech act to the intended result. Both seem equally implausible.<sup>14</sup> Nonetheless, doubtful as we may be about the availability of these means for successfully bringing about the results of the curse, we can nonetheless without oddity assert that Monterone has indeed cursed Rigoletto. Just because we do not believe the curse to have the sort of direct effect on the well-being of Rigoletto that it aims at, we are not required to backtrack to a statement along the lines of "Monterone has *tried* to curse Rigoletto". That does not mean that curses cannot misfire or fail. For example, the situation would be fundamentally different if Monterone had instead exclaimed "I curse my daughter to be happy and never to fall for such a vain buffoon again". In this case, the speech act of

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<sup>14</sup> Note that in Verdi's opera, the misfortune dreaded by Rigoletto of course actually *does* strike, as he is forced to witness his beloved daughter's death at the very end of the story.

cursing *does* misfire, since one of its core felicity conditions (that the curse be aimed at bringing about negative results) is not met.<sup>15</sup> Monterone, though he represents himself as doing so, cannot properly be understood as cursing someone.

The act of cursing, understood as a performative speech act aimed at calling misfortune upon a certain person or group of people, thus can be shown to have reasonably well-defined felicity conditions without these including the actual bringing about of the intended result. We can, accordingly, sensibly say that some person has successfully issued a curse, even if we are perfectly aware that the state of affairs that the speech act aims at cannot be brought about by the speech act.

This brief illustration shows clearly that from the mere conjunction of a) a performative speech act being aimed at a certain goal and b) that speech act having been performed successfully, is not sufficient for the goal of that speech act successfully coming about. Of course, it is not the case that there are no speech acts that are such that they are only successful when they have effects. Prime examples of such success-implying speech acts can be found among the lists of what have, since Austin first coined the term, been called perlocutionary acts, that is speech acts that are only successful if they create a certain effect in the hearer. Examples of such perlocutionary acts include persuading, deceiving, irritating, distracting, embarrassing, and boring.<sup>16</sup> My aim in drawing on the example of the curse was just to show that clearly not all performatives are success-implying in the way of perlocutionary acts, and that more therefore needs to be done to show that promises are amongst them.

### 2.3

Perhaps what makes the difference is the fact that promising, on the Obligation View, not only aims to have some effect, but rather specifically aims to have a normative effect. It has, as we might say, *normative intent*. Why should this make a difference to the question whether it is success-implying or not? Searle seems to believe the reason for this lies in the fact that promising, as a speech act, is in a way both rule-governed and (in a relevant sense) rule-governing:

How can my stating a fact about a man, such as the fact that he made a promise, commit me to a view about what he ought to do? One can begin to answer this question by saying that for me to state such an

<sup>15</sup> On misfiring and felicity conditions, see Austin 1962.

<sup>16</sup> See Austin 1962, pp. 101-2 and Alston 1964, p. 35

institutional fact is already to invoke the constitutive rules of the institution. It is those rules that give the word "promise" its meaning. But those rules are such that to commit myself to the view that Jones made a promise involves committing myself to what he ought to do (other things being equal). (Searle 1964, pp. 57-8)

Searle here picks up on an important distinction between two types of rules that may govern institution or practices, famously brought to attention by John Rawls in his "Two Concepts of Rules"<sup>17</sup>. To stick to Searle's terminology, *regulative rules*, like the rule that one should place the knife to the right of the plate, regulate activities whose existence is independent of these rules, while *constitutive rules*, like the rules governing a checkmate, constitute (while also regulating) forms of activity whose existence is logically dependent on the rules.<sup>18</sup> Without recourse to these rules, the respective activities cannot even be sensibly described.

Searle's line of thought here seems to be the following: It is a rule of the practice of promising that promises have to be kept. This is a consequence of promises having essentially normative intent. However, this is not a mere regulative rule, that one could in principle do away with or alter. Instead, this rule is constitutive of the institution. We cannot understand the practice of promising that lends meaning to the word "promise" without thereby accepting this rule. We are thus committed to applying this rule simply by our competent use of the word "promise". Let us grant Searle this assumption that it is a constitutive rule of the promissory practice that a promise gives rise to an obligation.

The problem for Searle's argument is the following: The fact that a certain speech act is normative by virtue of the constitutive rules governing its use is also not enough to show that it is normatively efficacious in just the way that Searle's argument requires. As a number of people, most prominently Richard Hare, have pointed out, the kind of normative force that attaches to the mere existence of constitutive rules defining a speech act with normative intent, is at the very best a weak one.<sup>19</sup>

Again, an example is the best way to bring out this point. In many games popular with children, certain players are able to affect what other players have to do through

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<sup>17</sup> Rawls 1955

<sup>18</sup> Cf. Searle 1964, p. 55

<sup>19</sup> Hare 1964. For similar criticism, see also Hanfling 1975, esp. p. 22, Zemach 1971 and Mackie 1977, p. 66-73.

the use of certain speech acts, like "You're it!", "No backsies!", or "Freeze!". To take one concrete example, in the game "Duck, Duck, Goose", the players sit in a circle, facing inward, while one single player, who is "it", walks around the group, tapping each player in turn, calling out "Duck!" at each tap. When the player finally calls out "Goose!", the recipient of the call has to get up and try to tag the "it"-player, whereas the latter attempts to run around the circle and sit in the spot by now vacated by the "goose". The point of the speech act of calling out "Goose!" is to *require* the other player to get up and initiate the chasing sequence. Imagine that a player, when called upon with "Goose!", instead of getting up, remains seated, refusing to get up and chase after the "it"-player. This player has failed to react appropriately to the requiring force of the speech act. Similarly, the "it"-player cannot sensibly use the word "Goose" in the context of the game without thereby changing the situation of requirements and liberties the players have. "Goose, but don't get up or try and tag me!" is an off-the-mark statement, since it goes against the norms that are constitutive of proper usage of the term "Goose!" in the first place.

However, the fact that they have this normative force internal to the set of rules governing their respective games surely is not enough to show that "Goose!", "You're it!" or "Freeze!" create the kind of obligation at issue in Searle's derivation. That is, they do not create an obligation in the sense that allows us, given certain important *ceteris paribus* conditions, to make inferences about what an agent *ought to do*. Just imagine a person on a commuter train shouting "You're it!" or "Freeze!" to a fellow passenger. Even if the recipient recognizes the intent of the speech act, this seems to give her absolutely no reason to comply. "Excuse me, but I am definitely not playing at the moment" appears like a perfectly proper response on her part.

Let us thus take stock of this important point. We have to distinguish two separate kinds of obligation:

A given speech act creates an *internal obligation* for S to  $\varphi$  iff uttering it causes her to be obligated to  $\varphi$  by the rules constitutive of the language game in which the speech act is embedded.

A given speech act creates a *substantive obligation* for S to  $\varphi$  iff uttering it causes her to be obligated to  $\varphi$  in the sense that matters for the question what she ought to do all things considered (no matter whether she partakes in the language game or not).

The fact that it is constitutive for a given speech act to have (obligation-creating) normative intent is sufficient for that speech act creating *internal* obligations. However, the force of these internal obligations is premised on the recipient being currently engaged in the game, or having a reason to engage in the game.<sup>20</sup> If it's my child's birthday and I know that his having a good day fundamentally depends on playing a fun round of "Duck, Duck, Goose", then I perhaps have a substantive reason to get up and chase after him if he calls "Goose!", even if at that moment I do not feel like playing. What is clear, however, is that additional normative facts have to obtain for an internal obligation to thus give rise to a substantive one.<sup>21</sup>

All of this clearly shows that Searle's project of drawing on internal obligation in order to support a derivation from a descriptive claim to a substantive ought cannot succeed. In Searle's defence, it should be noted that in his later book *Speech Acts*, in which he rehearses the derivation, he qualifies the aim of his argument somewhat, suggesting that in the whole of the argument, he was always only concerned with obligation, and even "ought" in an internal sense:

Let us remind ourselves at the outset that 'ought' is a humble English auxiliary, 'is' an English copula; and the question whether 'ought' can be derived from 'is' is as humble as the words themselves" [...] [W]e must avoid, at least initially, lapsing into talk about ethics or morals. We are concerned with 'ought' not 'morally ought'. If one accepts such a distinction, one could say that I am concerned with a thesis in the philosophy of language, not a thesis in moral philosophy. (Searle 1969, p. 176)

It is worth noting, however, that, even granting this was his intention all along, Searle is at the very least guilty of posing his point misleadingly. When the question "Can an ought be derived from an is?" is normally posed, the intent is squarely on the side of substantive normativity, not the internal set of rules of some single limited,

<sup>20</sup> This observation was a welcome one to Hare, since it gels well with his broader anti-realist agenda. Promising, like other institutions such as marriage and property, appear to him as one of a variety of games or institutions which people could choose to either adopt or not. Hare suggests that we are under an illusion if we think of some particular institution as somehow more fundamental than others in a way that accords it a special normative significance.

<sup>21</sup> Note that the objection is still valid even if we embrace a radical view of morality on with the all moral rules are just the practice-internal rules of the "morality language game". Even on this view, we are concerned with two *different* games with different scope, and showing there to be practice-internal obligation relative to the promissory practice does not by itself give us any practice-internal obligation relative to the moral practice, at least not without any further argument to the effect that the former is, or should be, a proper part of the latter.

conventionally regulated practice. There is no reason why, for example, Hume should not allow for such an internal normative force (as indeed he did, as we shall see in the discussion of his account in Chapter 4).

Given the importance of the distinction between practice-internal and substantive obligation, I suggest, for the sake of clarity, that we reserve usage of “ought” to the substantive sense in what follows. Adopting this rule, we can conclude that the fact that promising is a speech-act with normative intent by virtue of the constitutive rules governing its use does nothing to show that the descriptive fact that a promise has been made can by itself be used to imply some ought-claim or other.

## 2.4

At this point, the defender of the Strong Obligation View might protest as follows: But promising is different from these more strictly game-related activities precisely in that it does not only aim at creating an internal normative change. Whereas it makes perfect sense to reply to a call of “Tag me! You’re it!” by replying with “I’m not playing, I don’t have to do anything”, it is not only morally outrageous, but also a strange use of language to utter a sentence along the lines of “I know that last week I promised you to do it, but I am not playing the promising game anymore now”. The very point of promises is to create obligations in a robust normative sense – obligations that constrain our thinking in much the same way as familiar moral obligations do (most likely because they *are* moral obligations)<sup>22</sup>. I think this objection is actually on point. Promises do have this external aim of changing the normative situation not only with regard to what is required given the constitutive rule of the promissory language-game, but in the substantive sense outlined above.<sup>23</sup>

We can, using a label with venerable history, call the speech acts who have this feature *normative-power-like*.

*Normative-Power-Likeness* - A given speech act is normative-power-like iff it is a performative speech act with the goal of changing the normative situation (understood substantively).

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<sup>22</sup> I will return to this question in Chapter 2.

<sup>23</sup> See also Melden 1956, p. 60; Hanfling 1975, p. 22-23.

Besides promises, a number of other speech acts are normative-power-like. Ordering, requesting, consenting, giving (in the sense of transferring property) are amongst them, while game-based performatives like calling “you’re it” are not. In some cases, it might not be entirely clear whether the speech act in question is normative-power-like, or just aims at making game-internal changes. Take the act of “calling shotgun” on a ride. I refer here to the practice of deciding seating arrangements in passenger vehicles by calling out the word “shotgun”. According to custom, the person to first call “shotgun” gains the right to the (more highly prized) front seat next to the driver, while everyone else has to file in the back.<sup>24</sup> Though this practice is becoming increasingly more widespread, it is clearly not universally adopted, and even those who make regular use of it are likely not ready to employ it in situations where the co-riders are not close friends who share a history of engaging in the game-like practice of calling shotgun. Nonetheless, the practice is a response (whether a good one is debatable) to a real practical problem of resource allocation. It is at least conceivable that calling shotgun could, over time, morph from a game-based speech act with internal normative intent to a normative-power-like speech act, as it gains more currency across society.<sup>25</sup>

Unfortunately for the defender of the Strong Obligation View, even the fact that promising is a normative-power-like in the sense just laid out will not help their case. For a third and final time, let me illustrate my point with an example. The act of challenging a person to a duel is a speech act aimed at creating an obligation in the challenged party to respond appropriately to the challenge – usually by engaging in sword- or gunplay according to a set of conventionally regulated rules. Of course, this is a custom that has gone largely out of use. Nonetheless, the constitutive rules of the language-game, its felicity conditions and the purpose it serves, are still intelligible to us. Barring that, they were at the very least intelligible during those periods of history where they found wide use. Now I think it is hard to deny that as a speech act, challenging to a duel clearly bears the structural hallmarks of a normative power. The aim of the challenge is to create a situation in which the other person is bound to respond to it *no matter what*. “Sorry, but I’m currently not taking part in duels” is not a proper response with respect to the intent of the challenge. The kind of obligation the challenge aims

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<sup>24</sup> The usage of the word “shotgun” in this context has its historical origins in stagecoach travel in the United States. On many if not most stagecoaches, there would be an armed guard “riding shotgun” next to driver, ready to use his shotgun to fend off bandits or raiders.

<sup>25</sup> One test of whether it has reached this stage is whether “I’m not taking part in this kind of thing, let’s figure it out in some other way” is a proper response to an act of calling shotgun or not.

to create is one that would be flouted by such a response (unlike the obligation of “you’re it”, which is avoided, not flouted, by a truthful clarification that one is not playing).

However, the fact that duel-challenges are normative-power-like clearly does not go to show that the person in question actually has any obligation to respond to the challenge. If I slap you across the face with a glove and then offer you a sword, you might perfectly well understand me as trying to obligate you to fence with me, yet by acknowledging my intent, you by no means acknowledge that you are under any kind of obligation to oblige me. When pressed, you might (if you are the kind of person ready to engage in these sorts of philosophico-linguistic subtleties) acknowledge that *by the rules of the duelling convention*, you are now under an obligation to duel me, but you would be foolish to assume that this has any kind of impact on the question of how you ought to respond to my action. Similarly, I would argue that we now rightly judge that at least in many instances (those where factors extrinsic to the putative direct effect of the normative-power-like speech act did not tilt the normative balance otherwise), responding to a challenge by engaging in an actual duel was something that many historical recipients of duel-challenges had no real reason to do – contrary to their false impression. We see now that their willingness to accept challenges to duels as genuinely normative was likely founded on a mistaken conception of the value of a certain kind of honour, one which we today reject for good reason.

The problem for the Strong Obligation View is the following: If one wants to support the view by pointing out that promising is normative-power-like, then one is forced to admit that duel-challenges are normative in just the same way as promises, since they share the structural features constitutive of Normative-Power-Likeness. This surely is not a cost that one should accept. Finally, note that if for some reason, any reader should find themselves not as fundamentally averse to accepting duel-challenge as normative as I do, it should be noted that the question of whether a given speech act is normative-power-like is a purely structural one, and is therefore completely independent of content. There are thus no limits to which kind of horrific acts could be actually made obligatory by certain speech acts, if a successful use of a normative-power-like speech act according to its constitutive rules necessarily gave rise to substantive normative changes. We therefore have every reason to resist the views that normative-power-like speech acts necessarily succeed in producing more than the aforementioned internal effects they share with the more modest speech acts with

exclusively internal normative intent, even though they are ostensibly aimed at more. The question of which, if any, normative-power-like speech acts constitute genuine normative powers is a substantive question of moral philosophy, and needs to be settled by means of arguments proceeding from substantive normative premises. My aim in later chapters will be to show that we have good reason to believe that promising is a genuine normative power, while many other normative-power-like speech acts such as challenges to duels, are not. To do so, I will have to resort to more than structural features of the promissory speech-act, however.

## 2.5

Let me sum up the results of this section. There are three features of promising as a speech act that may suggest the Strong Obligation View, though none of them hold up on closer inspection.

First, promising is a performative. This by itself, however does not show it is success-implying in the way it would need to be to support the Strong Obligation View, as the existence of non-success-implying performatives such as cursing show. Second, promising is a performative with normative intent. This by itself, however does also not support the Strong Obligation View, since there are many performatives with normative intent that is wholly internal, like calling “you’re it” in the context of a child’s game. Third and finally, promising is normative-power-like, that is, it is an act with external normative intent. As the example of the not normatively efficacious normative-power-like speech act of challenging to a duel has shown, the mere fact that a speech act has external normative intent does not suffice to show that a felicitous use of that speech act is necessarily successful at creating the aimed-at substantive normative changes (as opposed to internal ones that may necessarily be successfully achieved).

The result of this discussion is thus that no feature that promising has *qua* speech act seems able to support the claim that, just in virtue of the meaning of “I promise”, it is true that each promise creates an obligation. Thus, the Strong Obligation View appears unsubstantiated, and Searle’s argument (perhaps unsurprisingly) fails. This does not mean that the Obligation View is untenable altogether, however. As mentioned above, there is a more modest way to capture the central idea of the view. Instead of conceptualising promises as essentially obligation-creating-acts, this weaker version of the Obligation View holds that promises are essentially *attempts* to create obligations. As I will show later, this weaker view accounts for the intuitive appeal of the Strong

Obligation View, without running into the problems just laid out.

Before doing so, however, I will present the two main rival accounts of the nature of promises, the Intention View and the Joint Commitment View. Both of these views can in some sense be understood as reactions to issues raised in the discussion of the Strong Obligation View. I will show that they are both subject to serious problems, which will in turn serve to strengthen the case for the (revised) Obligation View.

### **3) The Intention View**

#### **3.1**

One paradigmatic reason for which we make promises is to give others assurance that we will act in a certain way when our behaviour is otherwise in doubt. A mother might promise her son that she will be at the opening night of his school play, even if that would mean she would have to move or miss her yearly skiing holiday with her friends for the first time ever. A friend with a reputation for being late might promise to be on time for a dinner party, having sensed the importance that a punctual start of the event has for the host. In both of these cases, the promisee, who was at first unsure of what behaviour to expect from the promisor, is given a new reason to believe the promisor will act in a certain way.

Promises are thus often aimed at a specific action in a way as to take away doubt about its performance and in doing so portray the performance of that action as in some sense “settled”. This might suggest the following view of the nature of the promissory speech act:

*(The Intention View)* To promise S to  $\varphi$  is to communicate to S a (firm) intention to  $\varphi$ .

The Intention View is an attempt to capture the important truth regarding the assurance-giving nature of promises without leaning on the notion of obligation. There are multiple reasons for which one might seek to avoid such a commitment. For one thing, worries about overly direct connection between promises and obligations, such as the ones just outlined in the discussion of the Strong Obligation View, might motivate one to find an account of the nature of promises that altogether dispenses with the notion of obligation in one’s account of the promissory speech act. More frequently,

however, this move will be motivated by a commitment to a certain substantive view about promissory normativity. Most of the defenders of the Intention View endorse what I call the Expectation Account, a theory according to which the wrong of breaking promises is ultimately to be explained by the frustrating of expectations it involves. In order for such an account to avoid begging the question, one needs to posit some content of the promissory speech-act that is fit to increase expectations of performance, yet is not itself premised on the undertaking of an obligation.<sup>26</sup> Whatever their motivations, versions of the Intention View are defended by a considerable number of authors in the literature.<sup>27</sup>

Besides the core component the intention to  $\varphi$  itself, specific versions of the Intention View may include a number of further elements in the content of the communicative act. For example, one may hold that besides the intention to  $\varphi$ , the promisor also expresses taking herself to have the ability to  $\varphi$ , to be disposed to  $\varphi$  for certain reasons (likely pertaining to the promisee and her interests), or judging it to be very likely that she will actually successfully  $\varphi$ . Depending on which of these further conditions are included, a more demanding or more relaxed version of the Intention View can be arrived at.

There is good reason to include at least some of these conditions. A “pure version” of the Intention View, on which a promise essentially involves *only* an expression of an intention, would be implausible for multiple reasons. For one thing, it would have to find a kind of self-contradiction in speech acts which we would intuitively consider wholly felicitous, such as “I firmly intend to go to the concert, but I’m not promising you I’ll be there”.<sup>28</sup> Secondly, a “pure” Intention View would be unable to distinguish between promises and threats. “I promise I will bash your head in if you get any closer” may feature the locution “I promise” and express a firm intention, but it clearly is a speech act that is very different from those which we normally call promises.<sup>29</sup>

<sup>26</sup> This circularity problem for the Expectation Account will concern us later, see Chapter 4, Section 5.4. For classic statements of this problem, see Warnock 1971 p. 100 and Kolodny/Wallace 2003.

<sup>27</sup> For example: Price 1758/1948, Árdal 1968, Narveson 1971, MacCormick 1972, Hanfling 1975, Robins 1984, Stoljar 1988, Scanlon 1998, Mason 2005 and Pink 2009. Some of these, notably Scanlon, also require further conditions to be met for a speech act to classify as a promise (see Section 6 below). However, I believe it is fair to say that the expression of an intention is central to the promissory speech act for all the authors mentioned here.

<sup>28</sup> Cf. Raz 1977, p. 216.

<sup>29</sup> On the relation between promises and threats, see Árdal 1968 and 1978, Peetz 1977, and Anwander 2008, p. 61-66.

For the purposes of discussion, however, we need only focus on the core element of the Intention View to both understand why one could find such a view *prima facie* appealing, as well as why it eventually fails. I shall argue that in the end, the Intention View is not an attractive view of the nature of the promissory speech act for two principal reasons: *first*, it cannot give a satisfactory account of the felicity conditions of promises, and *second*, it cannot make sense of the existence of an important concomitant speech act to the giving of promises, namely the promisee's power of releasing the promisor. I will lay out these two problems in turn.

### 3.2

First, felicity conditions. In order to test whether or not the Intention View is a good account of what it is to make a promise, we should ask ourselves the question what kind of conditions have to be met for the promissory speech act to be successful in the sense of being a proper use of the locution.<sup>30</sup> Any plausible theory of the nature of the promissory speech act should be able to account for these conditions. To get an idea of the kind of conditions at issue, consider an example from William Alston's *Philosophy of Language*. What does it take for an utterance of "Open the door!" to count as the successful performance of the act of requesting someone to open a door? Alston holds that four conditions have to be met: 1. There is a particular door that is singled out by something in the context. 2. That door is not already open. 3. It is possible for H (the hearer) to open the door. 4. S (the speaker) has some interest in getting H to open the door.<sup>31</sup> Instead of dwelling on the question whether these really constitute a complete list of the felicity conditions of this particular speech act, let us just, as an illustration, consider a case in which one of these conditions fails to be met. Suppose S asks H to open the front door, in response to which S sincerely replies "But the front door is already open." If S were to reply to this with something along the lines of "What's that got to do with it? Open the door!", his speech act seems no longer intelligible as a genuine request. S may be making a joke or gauging H's reactions to absurd utterances, but he is not (successfully) asking H to open a door.<sup>32</sup> Alston proposes the following helpful test to determine whether something is a genuine felicity condition for a given speech act.<sup>33</sup>

<sup>30</sup> Cf. Austin 1962, Alston 1964 and Searle 1969.

<sup>31</sup> Alston 1964, p. 40. See also Jones 1966, p. 289-91

<sup>32</sup> Cf. Alston 1964, p. 41

<sup>33</sup> David Owens practically embraces this very same method when discussing the nature of the

"Ask yourself what conditions are such that if S were to admit overtly that one of these conditions did not hold, it would be impossible for him, at that time, to perform the act. (This is a logical, not a psychological, impossibility. That is, given this admission, one would not say that he was performing the act.)" (Alston 1964, p. 43)

Let us apply this test to the Intention View. Is the communicating of an intention to  $\varphi$  really necessary for giving a promise to  $\varphi$ ? Is giving a promise without representing oneself as having the intention to perform the promised act really as far off the mark as requesting somebody to unbolt a door that is already wide open? At first sight, it might seem so. In many contexts, adding the explicit proviso of not intending to keep to a promise does in fact seem to undermine the speech act itself. "I promise I will come to the cinema tomorrow, but I don't intend to" is admittedly a strange sentence in most contexts. However, this may not have to do with the nature of promising as a speech act, but rather with the specific aim that is pursued by the promise in the circumstances under consideration, i.e. the aim of giving the hearer assurance that the speaker will perform an act that is easily within their power. Giving such a "Moorean" promise to provide assurance may thus be self-defeating in just the same way that it would be self-defeating to invite a vegetarian to eat from a buffet while at the same time qualifying that invitation to only apply to the meat section. Just as the self-defeat of this specific invitation does not imply that all invitations necessarily have to be unrestricted, the self-defeat of promises in contexts such as the cinema case does not by itself imply the truth of the Intention View.

More importantly, as David Owens has argued, there are cases in which promises do seem to be sensibly offered (and binding) in situations in which all parties are clear on the fact that the promisor does, at the moment of promise-giving, not intend to perform the promised act.<sup>34</sup> Owens raises two pertinent cases: first, specific cases of promising against the evidence, and second, cases of promises aimed at pursuing certain non-assurance-related goals.

To introduce the first sort of case, let me start by making an observation that is, by

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promissory speech-act. He calls the kind of incoherence of uttering a performative speech act while explicitly stating that a necessary condition does not hold one of *Moorean absurdity*, since it echoes Moore's famous treatment of statements like " $p$ , but I do not believe that  $p$ ". (Owens 2012, p. 191, Moore 1993: 210).

<sup>34</sup> The arguments were first put forward in Owens 2008, and then later rehearsed in slightly modified fashion in Owens 2012.

itself, neither here nor there with regards to the Intention View. In many cases where we make promises, the question of whether we are going to keep them is, when viewed from the outside, at the very least an open one. A person repeatedly failing her driving test may promise her exasperated parents to pass the next one, even though her past history of failure suggests it is a futile endeavour. A professor who knows he has a strong habit of failing to meet deadlines may nonetheless promise to write a review by a certain date, with a view to help overcome his habit of procrastination through the normative pressure he creates for himself.<sup>35</sup> These cases of *promising against the evidence* need not be cases of deceitful promises, and appear just as binding as most other promises.<sup>36</sup> Should the professor not write the review, we can blame him for not doing so, and not only for making the promise.<sup>37</sup>

Now, crucially for our purposes, sometimes promises against the evidence may even be made in situations in which we currently do not intend to perform the promised act at all. This may be for one of two reasons. Either we may be suffering from a dire bout of acrasia, and are looking to make a promise in order to try and rectify this, or our history of past failures to perform prevents us from even deciding to perform, and we aim to cause a change to the situation by a transformation of the normative background. To take Owens' example, imagine a situation where I have judged that I ought to stop smoking in the interest of my children, who are constantly exposed to the fumes, but cannot bring myself to give up the habit. I simply cannot get my actions and thoughts to proceed from the assumption that I will no longer smoke in the future.<sup>38</sup> As long as I am a person that is genuinely motivated by normative considerations, a promise to my family can help me change my motivational situation and actually get to a point at which

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<sup>35</sup> This example is modelled on the by now classic case of Professor Procrastinate. See Jackson and Pargetter 1986.

<sup>36</sup> Promises against the evidence are to be clearly distinguished from promises to do the impossible, which are in fact infelicitous and not binding. If the law sets a limit to the number of attempts that may be made at completing the driving test, and our failing student has exhausted these, a promise to obtain the license will seem not only out of place but furthermore will not create an obligation to perform. All of the views presented in this chapter seem to be able to account for this, since plausibly, I cannot properly intend to do the impossible, nor can I be obligated to do it, nor can I form a joint commitment with somebody else to do it. On promises to do the impossible, see for example Searle 1969, p. 60, Atiyah 1981, p. 155 ff. and DeMarco and Fox 1992, p. 49 f.

<sup>37</sup> For an excellent treatment of promising against the evidence, see Marusic 2013.

<sup>38</sup> Owens 2012, p. 197. One slight problem with this example is the fact that it involves a habit that usually leads to physical addiction. The case is strongest if we imagine the smoker in this case to not be physically addicted, just subject to a strong habitual force. Imagine he smokes marihuana instead of tobacco, for example. Thanks to Francesca Bunkenborg for pointing out this problem.

I intend to stop later on.

In these situations, the kind of motivational change I am intending to achieve is premised on my promise creating an obligation for me to actually achieve my goal, not merely a promise to try to do so. I am not just promising to *attempt to give up smoking*, I am promising to *actually give it up*, even though I am currently not in a position to intend to do so. Another reason I may not merely want to promise to try is that I recognize that it is not factors external to me that are stopping me from giving up smoking, and I am convinced that there is something wrong with promising to try to  $\varphi$  when it is up to myself whether to  $\varphi$  or not.<sup>39</sup> The defender of the Intention View is therefore not helped by the presence of second-order intentions, such as the intention to later form the intention to stop smoking, which I might very well have at the time of my promise. These second-order intentions only seem able to account for a promise to try, and thus simply do not match up to the content of the promise.

We thus have a situation in which it seems perfectly appropriate and not deceptive to make a promise to  $\varphi$ , even though no intention to  $\varphi$  is currently held by the speaker. What is more, this can even be made explicit in the promissory utterance. “I know that right now, I cannot get myself to decide to give up smoking at some point in the future, but I promise you that one day I will actually stop” may be an unusual promise, but it does not share the absurdity of our earlier example of failure in the lights of Alston’s test, i.e. “I request you unbolt the front door, even though I know it is already open”.

### 3.3

With this, let me turn to the second case of successful promises that do not necessarily communicate an intention to keep them. These are promises the point of which is not to give the promisee assurance that some act will actually be performed, but rather promises employed to put an end to difficult and time-consuming debates regarding certain decisions. Again, this is a purpose for which promises are commonly employed. Sometimes when the precise nature of the normative situation regarding some decision is a matter of seemingly unresolvable dispute between two parties, settling the normative situation by promissory fiat can be a way to resolve things that provides satisfaction to

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<sup>39</sup> For an argument against the propriety of promising to try, see Marusic 2017. Note that Marusic actually defends a version of the Intention View. However, it seems to me that parts of his arguments actually, when employed in the right fashion, can serve to undermine this very view.

both.<sup>40</sup> Think of the many discussions about the distribution of onerous tasks that are concluded by one party committing to perform it. Frequently, this is accompanied by an open pronouncement by the promising party that they are doing everyone a massive favour by undertaking an obligation to perform the burdensome act, because really it would have been someone else's place to do so. Of course, in most cases, these kind of *settling promises* do communicate an intention to keep the promise. In some situations, however, if the promisor's and promisee's interests align in just the right way, a settling promise can make sense even if both parties are aware of the promisor's utter lack of an intention to perform the promised act. Here is the vignette with which David Owens illustrates this possibility:

You and I are neighbours. Your unwashed wreck sits on the driveway beside my shiny new model. Each weekend I tell you that you ought to wash your car and each weekend you fail to do so. I am sick of your maintaining that you have no obligation to wash your car and you are sick of my telling you what to do. I set out to extract from you a promise that you will wash your car next week, a promise that I would prefer you did not keep since that would definitely put you in the wrong. You wish to terminate our conversation with your dignity intact. You say 'OK, I promise to wash the car since that is what you want but you'll be lucky if I do it.' I walk away pleased that you will so clearly be in the wrong, you walk away pleased at your own defiance. Perhaps you are in the wrong here even before you break your promise—to intend to wrong me may itself be a way of wronging me—but if so, the wrong you do me involves not insincerity but a rather blatant contempt. (Owens 2012, p. 201-202)

Owens does not go into much greater detail than this to lay out the parties' exact motivation. To make the case as strong as possible, we should imagine the motivations along the following lines. Call the party with the unwashed wreck Slob and the one with the shiny new model David. Slob doesn't care much for what David actually thinks, nor does he mind if he ends up wronging him. He does, however, have strong opinions about the moral requirements of car owners and the vice of vanity. He believes that cars ought to be judged by their fitness as a means of transportation, not some misplaced, dainty sense of aesthetics, and that a nice coat of mud around the lower half of a vehicle is rather to be prized as proof of its ability to handle rough terrain. He is sick and tired of being constantly challenged in these views by David, yet is too proud

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<sup>40</sup> Cf. also Dougherty 2016.

to cease ground to his neighbour in these matters.

David, on the other hand, does not particularly care for the underlying reasons for which Slob is required to wash his car. Given that getting Slob to remove his eyesore seems by now to be a hopeless endeavour, all David wants is some clear-cut, well-defined ground for his moral outrage that will stand up not only to his scrutiny, but also to that of his friends and other neighbours. In a manner not untypical of bellicose neighbours, his aim is to be able to state with no uncertainty what a villain his neighbour is, and what great misfortune has befallen him to be stricken with the fate of living next to such a person.

In this admittedly very specific situation, the two parties have reason to be happy that the availability of promising affords them an out that allows both of them to satisfy their respective desires. Though there is of course some perversity to this promise, based as it is on the less-than-perfect motivational states of the parties to it, this perversity does not seem to derive from any misuse of language. In fact, as Owens points out, the whole story can be made sense of *only* if both parties represent the promisor as making a fully-fledged, valid promise, even in the light of his obvious unwillingness to perform.<sup>41</sup> Otherwise, David would not get the satisfaction of Slob being so clearly in the wrong.

To be fair, both types of cases that cause the Intention View to fail Alston's test are fairly rare. Nonetheless, since the Intention View makes a claim about the essential features of the promissory speech act, existence of any counterexamples such as these is a severe problem for the view. What is more, since what is put into question is that having the intention to  $\varphi$  is necessary for a promise to  $\varphi$  to be constituted, adding further conditions to the Intention View along the lines explored further above does not stand to provide a way out of these problems. At the very least, the following thus seems true: if there is a competing view that does not fail the test in any situation (as I will argue there is, in the revised Obligation View), the Intention View's failure represents a reason to abandon it in favour of that competitor.

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<sup>41</sup> Owens 2012, p. 202

### 3.4

I now move to the second problem the Intention View faces, namely that it cannot properly account for the promisee's power of release. The power of release forms an important part of our promissory practice. Failure to account for its importance, let alone its very existence, surely would be a serious drawback to any view of the nature of the promissory speech act. The inability to account properly for the power of release is sometimes invoked as a problem for certain theories of the normativity of promising.<sup>42</sup> However, its importance for the question about the nature of the promissory speech act, and in particular, to the Intention View's claim to being a good answer to that question, has (to my knowledge) not yet been sufficiently appreciated.

Let me begin by noting that we of course rarely use the formal expression "I hereby release you from the promise" to discharge a promisor from her promissory obligation. Instead, we are more likely to say things like "I know you promised to do that thing for me, but I don't need you to do it anymore", or "If you want to drop by Ümit's party instead of going to the cinema with me as you promised, that's okay". Importantly, we take the ability to release the promisor to reside only with the promisee. "I hereby release you from the promise to your sister" or "I know you promised your sister to go with her, but it's okay if you don't", clearly do not make sense as cases of promissory release.<sup>43</sup> Furthermore, we take assignment of this power to the promisee to be necessarily concomitant with promises. Whenever a promisor has successfully made a promise to some promisee, that promisee is, by that very fact, put in a position to release the promisor from her promise.<sup>44</sup>

The Intention View does not have a clear way to account for the fact that this concomitant power exists. Why should a speech act, the point of which is to communicate an intention to perform a certain act, be intrinsically connected to another speech act, the apparent point of which is to release somebody from an obligation? There seems to be nothing specific to the nature of *intentions* that appears fit to explain the existence of a power of release. With respect to this, it seems that from the very start the Intention View is in a much worse position than its competitors, the Obligation

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<sup>42</sup> [REF]

<sup>43</sup> An interesting question, which however lies beyond the scope of the discussion at this point, is whether the power of release can be transferred from the promisee to others, e.g. on the promisee's deathbed.

<sup>44</sup> There may however be cases where the promisee lacks the opportunity to exercise her power of release. I discuss some examples later in Chapter 8, Section [REF].

View and the Joint Commitment View, whose central notions seem a much more natural fit for explaining a power of release.

At this point, defenders of the Intention View might try to retreat to the following position: True, the very notion of a promise as an act aimed at communicating an intention does not by itself support the idea that there should be a power of release vested in the promisee. But neither need it do so. After all, the Intention View does not deny that promises create obligations, just that their very point is to create them. As such, we can easily explain the power of release – it is just the ordinary power of consent – a power that accrues to anyone who has a right against another, just in virtue of their status of rights-holder.<sup>45</sup> The promisor is obligated towards the promisee to keep his promise, and stands to wrong her if he doesn't. As such, the promisee is in a position to consent to the action, making it the case that it no longer represents a wronging. To utter the words “I release you from your promise” then just would be to use different words to express “I consent to you not keeping your promise”.

In the end, this suggestion cannot save the Intention View, however, because it brushes over important differences between release and consent. Let me just mention one key respect in which the two differ: Consent can be revoked, whereas promissory release cannot.<sup>46</sup> Here is an example: On Saturday, I consent to the local croquet team's using my garden for Wednesday's practice.<sup>47</sup> On Tuesday, however, fear for the safety of my carefully kept petunias overcomes me and I change my mind, revoking the permission. Of course, the croquet team now has grounds for complaints against me. I have left them hanging and not given them much time to find alternative locations. Nonetheless, if in their justified outrage they choose to defy me and train on my grass anyway, they clearly wrong me. They can no longer make reference to my act of consent on Saturday in their defence, since this consent was (or so I take the most natural description of the case to be) successfully revoked on Tuesday.

With regards to promissory release, the case is starkly different. Imagine a different version of the case, in which I promise to prepare my garden for use by the croquet

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<sup>45</sup> That is, everyone who holds a right that is not intrinsically inalienable. Plausibly, there are some actions that cannot in principle be consented to. On a common view, I cannot sell myself into slavery, for example. See for example Sreenivasan 2010, p. 483, Owens 2014, p. 84.

<sup>46</sup> Another difference is that consent can be given pre-emptively, while a promisor cannot be released before a promise has successfully been made.

<sup>47</sup> Here, I make no promise that they will be able to use it, maybe because I will not be around myself to ensure that the grounds are accessible to them and/or suitable for their equipment.

team on Wednesday. On Monday, they believe to have found a better location, and call me to release me from my promise of setting up my garden. By Tuesday, however, they have changed their mind and want to revoke their release, again seeking to create a situation where I am obligated to prepare my garden for them. It seems clear to me that this attempt to revoke release necessarily fails. Once a promisor has been released from the promise, it is simply not within the remit of the promisee to revoke this decision. Of course, the promisee can try to get the promisor to re-enter into a promissory bond by making a *new* promissory commitment. Furthermore, given what the reasons for both release and attempting to revoke release were, the reason the promisor has to make this second promise might even be weightier than the one for the original promise. Nonetheless, it seems clear that he or she needs to make a new promise in order to again be obligated. This difference between consent and release speaks against understanding the latter as just a simple case of the former.

Finally, let me briefly address one further way to the defender of the Intention View could attempt account for the power of release.<sup>48</sup> As I have mentioned, the Intention View is often coupled with the Expectation Account of promissory normativity, according to which promissory obligation fundamentally depends on the fact that a promisee forms an expectation that the promisor should act as promised.<sup>49</sup> Now, a theorist endorsing a combination of the Intention View and Expectation Account could suggest that to release a promisor from their promise is not to consent to their acting contrary to their promise, but rather communicating that the expectation that gives rise to the promissory bond is no longer present. In this way, she could provide an explanation of the disappearance of the obligation upon release that is consistent with her views on what promises are and how they bind, and not subject to revocability in the same way as consent.

Though this is a suggestion worth considering, there are nonetheless two important reasons to reject it. First of all, it makes the prospects of the Intention View hostage to those of the Expectation Account. Since, as I will later argue, this view has its own serious shortcomings, one may wish to avoid premising one's view of the nature of promises on its truth.<sup>50</sup> To anticipate the most important problem, there simply appear to be many cases where promises are intuitively binding, yet no expectation is created

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<sup>48</sup> Thanks to Berit Braun for bringing up this possibility in discussion.

<sup>49</sup> For the details of the view, see Chapter 4, Section [REF].

<sup>50</sup> See Chapter 4, Section [REF].

in the promisee. Secondly, and perhaps more importantly, it simply is not true that every act of promissory release is accompanied by the relinquishing of an expectation that the promisor acts as promised. Imagine that a daughter promises both her parents individually to be present at some tedious family affair. It is common knowledge between all family members that these two separate promises exist and that the daughter takes both of them seriously. In such a situation, the mother may well release the daughter without thereby expressing any change in the way she expects her daughter to act. The mother can even explicitly point out, that, given that the promise to the father is still binding, she is certain that the daughter will nonetheless show up. Even so, the mother still appears able to release her daughter from her promise, thus relinquishing her claim on her daughter's showing up, making it the case that she no longer stands to be wronged by a no-show. The possibility of this case shows very clearly that promissory release is simply not identical to a communication of an abandonment of an expectation, as this second suggestion would have to suggest it is.

### 3.5

To sum up, the Intention View thus suffers from two important shortcomings, both of which seem to me sufficient to reject the view as a comprehensive account of the nature of the promissory speech act. What may yet be possible, however, is that elements from the Intention View could feature as one part amongst many in a more complex view. I will discuss the possibility of such complex views later, in section 6, as soon as the details of the two main competitors of the Intention View are on the table.

## 4) The Joint Commitment View

### 4.1

As we have just seen, one of the crucial shortcomings of the Intention View is that it gives an insufficient weight to the role of the promisee. Promises, as is often correctly remarked, are essentially directed, creating a connection between promisor and promisee.<sup>51</sup> As such, they are also valued by us as a device of establishing and reinforcing close relationships. Humans promise each other things not only to safeguard intimate relationships that already exist, but also to deepen or even first establish such bonds.

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<sup>51</sup> On this point, see for example Anwander 2008, (esp. Ch.2.1), Darwall 2011, Gilbert 2004, 2011, 2018, Kolodny and Wallace 2003, Scanlon 1998.

Many good friendships are built on the basis of interlocking promises, for example promises to stay in touch, to keep certain secrets, to freely share any personal troubles, etc. Similarly, the joining of an exclusive group such as a club often involves the exchange of promises between the new member and the group.

A number of philosophers, Margaret Gilbert being certainly the most prominent amongst them, have picked up on this feature of promising as providing for an essentially bilateral connection, and have placed it at centre-stage of their accounts of both the nature of the promissory speech act and promissory normativity.<sup>52</sup> Here is Gilbert expressing the central idea of the view:

I propose that, quite generally, and somewhat roughly: for two or more people to enter an agreement is for them jointly to commit themselves, by an appropriate, explicit process, to endorse as a body a certain decision with respect to what is to be done by one or more of the parties. (Gilbert 2011, p. 98)

To put it in the simpler terms along the lines of which the other proposals above were couched, what we have then, is

*(The Joint Commitment View)* For A to promise to B to  $\varphi$  is for A and B to jointly commit themselves to A's  $\varphi$ ing.

The notion of joint commitment is one that Gilbert has written about extensively.<sup>53</sup> She takes it to be a fundamental everyday concept that finds expression in a number of familiar expressions of intentional psychological states in the first person plural: “We intend to go for a walk along the canal”, “We believe that democracy is the best political form” etc.<sup>54</sup> For Gilbert, a joint commitment is a kind of commitment of the will that is created by two or more people and commits these very same people to do a certain thing. It is not a composite of two or more personal commitments, but an essentially multilateral endeavour. This also means that a joint commitment does not commit the individual parties to personally do the thing the collective commits itself to, but rather to do the thing (in Gilbert's words) *as a body*.<sup>55</sup> A joint commitment to believe that p as a body, for instance, does not require that each personally believes that p. Instead, “the

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<sup>52</sup> See Gilbert 2004, 2011, 2018. Anwander 2008, De Kenessey 2018, Jonker ms.

<sup>53</sup> See for example Gilbert 2006: ch.7, 2013.

<sup>54</sup> See Gilbert 2013, *passim*.

<sup>55</sup> Gilbert 2006, p. 137

aim of this joint commitment is to create a certain situation on the collective as opposed to the individual level: a situation that as far as possible approximates a single case of belief.”<sup>56</sup>

Nonetheless, the existence of a joint commitment has far-reaching normative consequences for the individuals that are party to it. By virtue of the existence of the commitment alone, the parties have rights against each other to actions that conform to the commitment. This also means that they have the standing to demand such actions of each other and to rebuke each other for failing to do what is required.<sup>57</sup> If you and I have together formed a joint commitment to go for a walk along the canal together, you owe it to me to show up, not to wander off after five minutes, and perform all the other actions necessary to bring our project of strolling together to fruition.

I have of course only given the briefest of sketches of joint commitment in Gilbert’s sense. A wide range of interesting and difficult questions still remain, and a number of Gilbert’s conceptual and normative assumptions are certainly open to challenges. However, the gloss just given should be enough to understand how the notion could be applied in an account of the nature of the promissory speech act. What is more, it is also enough to see why it ultimately fails, meaning we can happily refrain from delving into any deeper criticism of the notion of joint commitment itself, and instead focus squarely on its application to the promissory case.

Even though the Joint Commitment View has its basis in an important insight into promissory bonds (their essential directedness), and has the prospect of gelling well with a potentially attractive account of the normativity of promising based on the normative relevance of joint intentions, I believe it quite simply overstates its case. Yes, promises connect promisor and promisee in important ways, but these ways do not necessarily constitute the kind of meshing of attitudes that is constitutive of a joint commitment in Gilbert’s sense. Granted, in many cases, we do make joint commitments by making one (or two interlocking) promise(s). “I’ll see you at the cinema tomorrow at 8, and that’s a promise!” is an altogether familiar and sensible way for joint deliberation about what to do as a group to come to a close. However, not every promise has this feature, as I shall show in what follows.

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<sup>56</sup> Gilbert 2011, p. 93

<sup>57</sup> Gilbert 2006, p. 147

## 4.2

A first type of promise that resists characterisation as a joint commitment is the extremely common promise accepted out of politeness. In many cases, a promisee will not actually be interested in performance of the promise by the promisor, but still go on to accept the promise, in order to not show up a promisor who has badly misjudged her interest. Imagine that Juan promises Pablo to make him a special hand-knitted hat as a birthday present.<sup>58</sup> Pablo, knowing Juan's knitting skills, may have no interest at all in receiving the hat, and in fact may prefer not to receive it as a present, since this would mean he would have to wear it at least once or be considered impolite. At the same time, he may know that Juan would be badly insulted by his rejecting the promise, and may thus choose to put Juan's interests above his own and accept the promise. Though this case surely is not particularly exotic, it already presents a problem for the Joint Commitment View. In such a situation, Pablo may not take himself to be in any way committed, or party to a commitment, to receive a hat. In fact, he may search for subtle ways to undermine the explicit goal of the commitment. He may start looking for other people who are actually fond of hand-knitted woolly hats and get them to approach Juan with requests for some, in the hope that Juan will be overwhelmed with demand and ask for release from his promise to Pablo. Of course, he will not want to communicate this to Juan, but this is merely for the contingent reason that the promise was made with the aim of sparing Juan's feelings.

In fact, there are cases in which promisors can be aware that the promisee takes this attitude, and can even make this awareness explicit in their offering of the promise, showing that the Joint Commitment View, too, fails Alston's test. Consider Scanlon's by now famous example of the Profligate Pal (raised by Scanlon in a different context):

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 lend 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 respect for himself. 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

<sup>58</sup> There are many unhappy promisees forced into situations of having to accept unwanted gifts like this by cruel philosophers. For a similar example involving a sewing machine, see Scanlon 1998, p. 311, and for one involving hand-made candles, see Anwander 2008, p. 62

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 (Scanlon 1998, p. 312)

Note that it is perfectly possible that the Pal is aware of the promisee's absolute lack of faith in him upon accepting the promise. He knows that the promisee will not base her actions and beliefs upon the presupposition of repayment, nor be party to a joint commitment to this end, simply for the reason that the promisee considers it a matter of nigh impossibility that the Pal comes through on his promise. And the Pal can make this explicit in giving the promise. "I know you will never proceed on the assumption that I will pay you back, since nothing I can do now will convince you that I could be capable of doing so. Nonetheless, I promise to you that I finally have changed for good, and I *will* pay you back the money!". This utterance seems like as good a promise as any, and shows none of the internal tension characteristic of speech acts which explicitly deny the obtaining of constitutive features of these very speech acts.

The Joint Commitment View thus fails Alston's test by overestimating the role the promisee takes in promissory exchanges. Unlike suggested by the view, promisees can often take an altogether passive, if not even actively undermining position with regards to the promised action, without thereby leaving or undercutting their role as promisee. And both parties can make their awareness of this explicit in the giving and accepting of the promise. This is not what we would expect if to make a promise was for promisor and promisee to enter into a fully-fledged joint commitment.

### 4.3

On the other hand, there is also a way in which the Joint Commitment View *underestimates* the position of the promisee. In viewing the promise as a commitment entered into by both parties, it implies a situation of mutual bonds and mutual powers. Intuitively, however, there is a radical imbalance between what is owed by the promisor and what is owed by the promisee with respect to the achievement of the aim set out in any given promise. Here is an example: You have promised me to help me move house in a month's time, and I have accepted your promise. According to the Joint Commitment View, what we have now done is formed a joint plan to lug some furniture around together at a specific time in the future (or, more precisely: a commitment to *you*

*doing your part* in lugging some furniture around). A week after making the promise, I call you to let you know that I changed my plans, have contracted a professional moving company, and wish to now release you from the promise. Do I disrespect the promise that you have made to me by doing so? It seems to me quite clearly that I do not. Certainly, I may be worthy of some reproach for leading you along for a week, though it is not clear that even this is so, given that the reasons for my change of plans may not have been foreseeable at the time of the promise, and I may have anyway given you as much advance warning as possible. What is more, the fact that I have unilaterally made the decision, presenting you with the *fait accompli* of the contracted moving agency before even releasing you, seems to be something that is entirely within my remit. I may regret the fact that you were looking forward to the experience of helping me move, and perhaps should, as your friend, even factor this into my decision, but this does not change the fact that the decision whether or not to release you from your promise and change my plans is ultimately mine and mine alone to make. On the Joint Commitment View, such unilateral cancellation of promise should not be possible without violating it, qua violating the joint commitment that is constitutive of it.

Contrast this with a case where it is instead *you* that calls me a week after the promise is made, in order to let me know that you wish to rescind your promise to be present at my move and instead wish to spend the afternoon with your family in your hometown. Here, you clearly are in the wrong and do violate the promise you have made. The imbalance of powers and obligations we here observe cannot be accounted for by the Joint Commitment View.

Gilbert is aware that the possibility of unilateral rescission may be a problem for her view. She attempts to respond to it by means of an example, the basis of which is a prior promise of “I will phone you tonight”, made by Jeremy and accepted by Julia with an “okay”.

[I]n [this] example, given Jeremy's promise to Julia, if she takes her phone off the hook that night he may well rebuke her as follows: “I said I'd call you tonight—what were you doing taking the phone off the hook?” This suggests that he understands that she was obligated to him not to make his calling her that night impossible. (Gilbert 2011, p. 99)

However, showing that promisees are sometimes obligated to not make a promisor's discharging of an obligation impossible is clearly not enough to defend Gilbert's view here. The existence of a joint agreement is not necessary for there to be an obligation

for Julia not to unplug her phone without warning him. She has knowingly and willingly raised in him the expectation that they will have a phone conversation, and has failed to either give prior warning to Jeremy or provide him a good reason for doing so.<sup>59</sup> However, as the case of Profligate Pal above has shown, the fact that she did so is a contingent feature of this case, and not a necessary feature of accepting promises. More importantly, the example featuring the move has shown that there are cases in which, intuitively, no wrongdoing committed by the promisee is discernible, or if so, only a wrongdoing of vastly inferior proportions to the wrongdoing the promisor would commit if she proceeded in equivalent fashion.

Towards the end of the discussion, Gilbert seems to make a substantive concession in light of these problems:

One who continues to insist that the promisee has the power of unilateral rescission or something very like it is not precluded from accepting a version of the joint decision account of promising. Thus he may feel able to accept something like the following account: a promise is a joint decision that one party, “the promisor,” is to do something—a joint decision entered into by an appropriate explicit process—with which is associated the understanding that it stands at the pleasure of the other party—“the promisee”. (Gilbert 2011, p. 100)

How to understand this quote depends crucially on how one interprets the suggestion that the content of the commitment is that “[the promisor] is to do something”. If one grants that this is a slight slip on Gilbert’s part, and the content of the commitment is actually the promisor *doing something*, then it is not really clear how this solves the problems outlined above. As we have seen, the promisee need not take himself to be party to a commitment that the promisor does anything in any substantive sense. If, on the other hand, we take Gilbert by her word and construe the intent of the envisaged commitment as *normative*, as the promisor being “to do something” in the sense of being obligated to the promisee to do that thing, then this seems to me to ultimately just be an abandoning of the Joint Commitment View of a specific version of the Obligation View – a version of the Obligation View in which acceptance by the promisee is a necessary condition for the validity of the promise. For it to solve the problems laid out above, the philosophical work of accounting for the felicity conditions and the role of

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<sup>59</sup> The obligation arising from expectations knowingly and deliberately raised will take centre stage again later in the discussion of the Expectation Account in section 4. [REF]

the promisee would then have to be done by the *content* of the joint commitment, not general features of joint commitments. This, however, is ultimately conceding victory to the Obligation View. On that note, it is worth returning to this latter view now.

## 5) The Obligation View Revisited

### 5.1

We have seen that both the Intention View and the Joint Commitment View are subject to serious problems. It is therefore worth returning to the Obligation View we originally set out from. The problem of the Strong Obligation View, as we saw, was that it took the idea of promising being essentially connected to the undertaking of obligation too far – it required too much of a speech act in order to count as a promise. A better way to capture the central idea of the Obligation View is not to define it as an *actual* undertaking of an obligation, but rather as an *attempt of doing so*. This is in fact the view that many of the defenders of the Obligation View quoted above have taken.<sup>60</sup> As just one particularly clear-cut example, take John Finnis:

[W]hat is a promise or undertaking? Centrally, then, a promise is constituted if and only if (i) A communicates to B *his intention* to undertake, by that very act of communication (in conjunction with B's acceptance of it), an obligation to perform a certain action (or to see to it that certain actions are performed), and (ii) B accepts this undertaking in the interests of himself, or of some third party C. (Finnis 1980, pp. 298– 299, my emphasis)

This suggests the following refined version of the Obligation View:

*(The Obligation View)* To promise S to  $\varphi$  is to communicate to S an intention to hereby undertake an obligation to S that one will  $\varphi$ .

In what remains, I will defend the claim that the Obligation View, understood along these lines, is indeed the correct account of the nature of the promissory speech act. For one thing, I have so far in effect been making a negative case for the Obligation

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<sup>60</sup> Amongst the philosophers listed above in Footnote [REF], an endorsement of the Obligation View rather than the Strong Obligation View is made most explicit by Owens, Raz, Finnis, Watson, Pratt and Wallace.

View. As far as the Strong Obligation View, the Intention View, and the Joint Commitment View are all subject to important defects, and the Obligation View is the only remaining candidate with at least some initial plausibility, we have been given significant grounds for endorsing the view already. I nonetheless want to go back to a point raised briefly in the beginning, in order to underscore the considerable plausibility the Obligation View enjoys in its own right.

We have, in the course of the discussion, touched on a number of the varied pragmatic purposes for which promises are ordinarily given – settling otherwise unresolvable normative conflicts by fiat, creating closer bonds between individuals through the establishment of a set of mutually interlocking rights and duties, or concluding an episode of joint planning. The most important among this set of purposes commonly pursued by promising is arguably *giving assurance*. A promise gives the recipient a reason to believe the speaker will act as he promised, allowing her to organise her behaviour around this assumption. As both Gary Watson and Michael Pratt point out, whenever we offer someone a promise with the aim of assuring that person we will  $\varphi$ , what we are doing is most naturally understood as attempting to provide them with a *new* reason to believe that we will  $\varphi$ , a reason to believe that we will  $\varphi$  *because we have promised*. We are not merely communicating that we have independent reasons to  $\varphi$ , with a view to thereby putting the promisee into a better epistemic position to assess our normative and motivational situation independent from the promise. We are instead intending to make a difference to the situation *through the promise*.<sup>61</sup>

As far as a promise is a speech act that is aimed at *itself* serving all of these varied purposes, most clearly the purpose of giving assurance, the undertaking of an obligation through the very speech act seems by far the best fit for what it is that can make the required difference.<sup>62</sup> Before moving on, let me highlight one more important role that promises can take, and which further underscores the excellent fit of the Obligation View. I am thinking here of what we can call the *empowering function* of promises. As Seana Shiffrin has laid out in very convincing fashion, we can see how promises play this important role most clearly in promissory exchanges between parents and

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<sup>61</sup> Watson 2004, p. 62, Pratt 2014, p. 385-86.

<sup>62</sup> Note that though this line of thought most directly lends support to the Obligation View, it is also something the Joint Commitment View could in principle take on board. After all, on this view, promises are likewise essentially acts that by themselves make a normative difference that is fit to play the role required to pursue the typical pragmatic aims pursued by promise-givers.

children.<sup>63</sup> Exchanges of promises between parents and children can be observed from an early age.<sup>64</sup> Those who regularly interact with children can attest to the great importance that promises have for children, both in their interactions with each other and with their parents. It is not a stretch to say that for most children, learning their way around the giving and keeping of promises, partially exaggerated and stilted their engagement with the practice may yet be, plays a very important role in their moral development.

Shiffrin correctly stresses the fact that the strong desire many children have to receive promises from their parents is not merely explicable in terms of insecurity whether their wants and needs are being fully appreciated and taken stock of. Even children of the most loving and caring of parents will regularly seek promises from them.<sup>65</sup> To understand the great value that receiving promises has for children in particular, we have to move beyond mere assurance and instead take into focus the way promises are able to (within limits) suspend the encompassing power imbalance that exists between parents and children. Both what happens to a child, and what a child is required or entitled to do, is to a large degree up to her parents. Of course, a good parent will seek to make decisions for the good of the child, and take into account the child's desires and aims. A parent may be worthy of moral reproach for not gauging and then taking into account their child's desires and aims when it comes to making important life decisions. In the end, though, it is the parent who gets to make the final decision for their child, not the child herself. Though there is of course good reason to not let young children make important decisions by themselves, this position of powerlessness can be a source of frustration for children from an early age.

Promises are prized by children because a promise can reverse this power imbalance with respect to a limited domain. By taking up the role of the promisee, the child is given a valuable form of moral authority over their parents with regards to a specific decision. Having undertaken the promissory bond, it is no longer up to the parent whether or not to perform the promised act. As Shiffrin puts it, “[O]nce [a promise is] given, the state of vulnerability and subordination of the child with respect to that issue is, at some official level, suspended.”<sup>66</sup> Of course, the power the child-promisee receives

<sup>63</sup> The following points closely follow Shiffrin's argument in Shiffrin 2008, p. 509-10.

<sup>64</sup> Shiffrin 2008, p. 497 points to a helpful overview of the literature on children's cognition of promises that can be found in Lyon 2000, p. 1058–63

<sup>65</sup> Shiffrin 2008, p. 509

<sup>66</sup> Ibid., p. 509-10.

is not a power to bring about results. A promise to go to the playground does not represent a guarantee that one will end up there. Parents can, and all too often do, break promises that they give to their children. Nonetheless, the promise puts the child in a position of *having a claim* to the decision that her position in the parent-child relationship would otherwise not afford her. She can lodge a justified complaint against the parents for not doing the thing that they had promised to do. In this sense, the child, in her role as promisee, gets to wield a kind of power and authority that is not only valuable to her, but also important in preparing her for the more extensive powers and responsibilities that await her with adulthood.

This empowering force of promises also finds its reflection in the arts. In the critically acclaimed 2016 first season of the Netflix Series “Stranger Things”, the psychically gifted girl Eleven, about 12 years old, escapes from a research facility, where she has been held captive in isolation for many years. Her social development is severely stunted, and she at first finds it hard to form connections with the boys who take her in and hide her from her pursuers. Though she understands English, and is able to make herself understood through fragmented sentences, she has never heard the word “promise” before. Her being patiently taught the concept of promise by Mike, the boy whose basement she hides in, represents a turning point in her character development. We not only witness Eleven learning to place trust in the boys because of the promises made to her, but, perhaps more importantly, we also see her feel and express a thoroughly moralised kind of indignation when a promise is not kept. This exemplifies her progress in the story, eclipsing the role of frightened, passive victim she had in the lab, and instead becoming an autonomous agent who stands up for herself and those dear to her. In many ways, Eleven’s experience represents a condensed version of the kind of process laid out before. Through her engagement with the boys’ promises, Eleven first experiences a kind of moral autonomy and moral authority over others, which is crucial to her development and integration in the (social and moral) community.

This type of empowerment just sketched is thus a further important feature of our promissory practice. Of course, this feature is not only limited to exchanges involving children, but can also play important roles in adult relationships that are characterised by similar power imbalances. Insofar as this kind of empowerment is partially what the promissory speech-act is for, and this empowerment is achieved by the establishment of the kind of directed normative relation constitutive of an obligation, we have further strengthened the case for the Obligation View of the nature of the promissory speech

act. As we have seen, all of the paradigmatic aims of promises are clearly well-served by an undertaking of an obligation, perhaps most clearly the aim of empowerment. This, I believe, is what makes understanding promises along the Obligation View, i.e. as communications of intention to undertake obligations, so naturally appealing. Of course, this is not a conclusive argument against views such as the Intention View, according to which it is not essential to promises that they are able to serve these important purposes. After all, these views of course are not contrary to the idea that promises can still give rise to obligations, and with that, play an empowering role. Still, on these views, the fact that promises can play this role is no more than a by-product of their independent normative significance. Given the importance of these functions to our understanding of promises, the Obligation View's ability to account for them as directly arising from essential features of promises is an important advantage for the view.

## 5.2

To round off the discussion, let me return to the two sets of problems that both the Intention View and the Joint Commitment View faced, in order to show that the Obligation View has an easier time dealing with them. These were, on the one hand, fidelity to the felicity conditions of promises, and on the other hand, ability to account for the distinctive role that the promisee has in the promissory practice.

As regards the felicity conditions for promising, the Obligation View does indeed appear to be the best match. For whatever else needs to be the case for a promise to be given felicitously, the communication of an intention to undertake an obligation seems to be necessarily involved. “I promise to  $\varphi$  but I don’t intend to be obligated to  $\varphi$ ” clearly misfires as a promise. Note that one does not need to actually *have* the intention to undertake an obligation to be communicating that intention. Just as I can communicate an intention to  $\varphi$  without having that intention, I can communicate an intention to obligate myself to  $\varphi$  without having that intention. Of course, such a communication would be deceptive, and therefore, probably morally wrong. Furthermore, the Obligation View is not committed to the idea that even in cases where the promisor has the aforementioned intention, his ultimate aim in giving the promise would have to be the aim of undertaking the obligation. It is perfectly conceivable that a promisor sincerely communicates an intention to undertake an obligation, yet regrets having to do so. Recall Owens’ example featuring the neighbours from Section 3.3 above. Slob

may regret having to undertake an obligation to wash his car, but he may nonetheless decide to communicate an intention to do so, given that this is the only way of getting David off his back.

This observation can help defuse one line of criticism that Thomas Pink has directed at the Obligation View. Pink lays out the example of a doctor promising a patient to be present at an operation in order to assuage her mounting fears about the procedure.<sup>67</sup> As Pink suggests, in seeking this assurance, neither the patient nor the doctor need to be explicitly motivated by thoughts of obligation. Pink claims that “in making my promise my intention will be to offer the patient precisely what she wants — not an obligation on my part to be present, but my actual presence, with prior assurance that I will in fact deliver on the offer.” (ibid.)

In response, it should first be noted that on a very natural and widely shared understanding, it is precisely my being obligated as a result of my promise that provides assurance to my patient that I will perform the promised act. In absence of this, we are, at the very least, owed an alternative explanation of precisely how the act of promising is to generate the desired assurance. Pink suggests that the doctor may be motivated to be present simply by the thought that he has *given his word*.<sup>68</sup> If this is not supposed to be a simple restatement of the fact that one has promised (which it very much appears to be), then this motivation is at least in need of further unpacking. Whether it is possible to do so without collapsing this fact into the fact that one has promised, or revealing some sort of normatively flavoured motivation after all, seems at least highly doubtful. Perhaps, however, a plausible alternative story can be offered here. Perhaps I know that my patient is an eccentric statistician and will simply be assured by my having given a promise in conjunction with some statistical evidence — he knows that doctors who utter the words “I promise” are simply statistically more likely to actually show up at the operation, and therefore feels safer once the doctor has uttered them.<sup>69</sup>

Even granting that the kind of situation envisaged by Pink is possible, however, the fact that the reason for my giving this specific promise is neither here nor there with regards to undertaking an obligation does not show that I do not communicate an intention to undertake an obligation by giving a promise. As I have just laid out, the

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<sup>67</sup> Pink 2009, p. 392.

<sup>68</sup> Ibid. p. 393

<sup>69</sup> Let us set aside the question of whether it is rational of the patient to be assured by such statistical evidence.

Obligation View is not an account of what the promisor's ultimate aims are when giving promises. Instead, it just holds that a certain thing, the intention to undertake an obligation, is necessarily communicated with every promise.

As noted above, the most direct way to challenge this claim is by providing a case of a promise in which that the intention thought to be essential by the view is explicitly denied in the course of the offering of a felicitous, valid promise. In other words, what is needed to challenge the Obligation View is a situation in which it fails Alston's test. Pink's doctor case does not appear to do this. Nothing in his description of the situation between doctor and patient seems to me to substantially reduce the queerness that would be inherent in an utterance of "I promise to be there but I don't intend to be obligated to be there" by the doctor.

A more serious challenge (avoiding the problems of Pink's example) is perhaps posed by the possibility of the nihilist or skeptic about promissory obligation. Imagine that a person is convinced by philosophical arguments of either a wide-reaching moral nihilism, or instead a more limited nihilism about promissory obligation. But even here the Obligation View seems to me to come out unscathed. Of course, nothing prevents the nihilist from still performing the moves of the promising game. He may utter the words "I promise", and he may even "keep his promise", in the sense of performing the promised act. Nonetheless, there is something deceptive about a promise offered by such a person, even if they firmly intend to perform the promised act, and wish to communicate this to the promisee via their promise. If I find out as the promisee that even though the action was performed, the nihilist promisor at no point considered me to have any claim on his performing the action, I may rightfully feel cheated and disrespected in spite of the performance.

We can make this point clear by again applying Alston's Test. "I promise to do that thing for you, but you know what I think about promises –there's no special reason at all to keep them" appears to me not to be a felicitous speech act. Perhaps the promisor and promisee can by mutual agreement become engaged in some kind of mock-promissory practice, where they each go through the motions of promising, fully believing that all of them are completely normatively inert. This kind of imitation of a promissory practice is of course at least conceptually possible, even among a community that completely embraces nihilism. These people, however, would not be engaging in real promising. Even though nihilists of course also have an interest in forming well-based opinions about the future behaviour of others, I cannot see why

they would have any reason to continuously engage in a practice bearing resemblance to our actual promissory practice. In view of the perceived impossibility of ever affecting any normative change through the moves constitutive of our promissory practice, sticking to a system of making these moves loses its point.

### 5.3

Finally, and very briefly, I will return to the role of the promisee. With respect to this, the Obligation View seems to me to again deliver the right verdict. An obligation is an essentially bilateral matter, connecting two parties to each other through an interlocking system of claims on the part of the obligated party and rights on the part of the party which the obligation is directed at.<sup>70</sup> In understanding promises as invitations to establish these sort of relations, the Obligation View neatly captures the important bilateral aspect to promising. At the same time, it does not do so at the cost of according an implausibly strong role to the promisee. The promisee is the recipient of the promisor's invitation to obligate herself, allowing for a naturally more passive role. Once the promissory bond is established, however, the promisee finds herself in a position of more active empowerment, since she is now holding a claim against the promisor. The promisor is, in a limited, though nonetheless important sense, beholden to her. The promisee's is a position of power, and this is a position we might sometimes not want to take – not least because having a power also means having a responsibility to not exercise it badly (by failing to release a promisor when the situation changes, for example). As Seana Shiffrin puts it “Promisees have a clear interest in being able to avoid the sometimes charged relation of moral debtor to the promisor”.<sup>71</sup> Given this, it is not surprising that the promisee is vested with a power to reject the promise or release the promisor.

The essentially directed notion of an obligation with all that it entails thus is an excellent fit for explaining the distribution of roles between promisor and promisee, both with regards to the establishment of the promissory bond and its concomitant powers.

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<sup>70</sup> I will have more to say about the concept of obligation in the next chapter, in Section 2.[REF].

<sup>71</sup> Shiffrin 2008, p. 491

## 6) Combining the Views

Before concluding this chapter, it is worth making one last brief detour to discuss a possibility that one may think I have woefully neglected so far: combining features of some of the accounts of the nature of the promissory speech act provided to form a more complex type of view. In laying out the Obligation View, the Intention View, and the Joint Commitment View, I have focused on accounts that put their focus squarely on one singular central feature of the promissory speech act. I believe that as a matter of initial methodology, this is not a mistake. Not only are these views generally put forward in the clear-cut way I have presented them, but a discussion of them in this form also helps bring out their core features and problems. Having examined the three views in their “pure version”, however, we may ask ourselves whether a view that combines some of the three’s features will not ultimately turn out to be the best candidate.

It quickly becomes clear that the Joint Commitment View is not particularly suited to incorporation into a hybrid account. Not only does it form a tight theoretical package (further incorporating a view of the normativity of promising), it also rests on strong presuppositions that are not readily shared by any of the other views. However, we may be tempted to consider a combination of the Obligation and Intention Views. There are two possible ways to go about such a combination. Either, we can go in for a disjunctive combination, leading to what we may call a Hybrid View, or, we can go in for a conjunctive combination, leading to what we may call a Dual View of the nature of the promissory speech act.

Let us start with the Hybrid View:

*(The Hybrid View)* To promise S to  $\varphi$  is to communicate to S an intention to hereby undertake an obligation to S that one will  $\varphi$  *or* an intention that one will  $\varphi$ .

This view has the advantage of allowing us to take on board all of the cases that proved problematic for the Intention View, as well as provide a solid answer to potential extensional challenges for the Obligation View (although the latter do not appear to be particularly troubling, as I have argued in the last section). Altogether, however, the Hybrid View does not appear to me to be a convincing view of the nature of the promissory speech act, which is perhaps why we do not find anybody endorsing such a

view in the literature. Most importantly, it appears not to do justice to the fact that promises appear to us as a largely unified phenomenon. On this view, both promises that communicate an intention to  $\varphi$ , but no intention to undertake an obligation to  $\varphi$ , and promises that communicate an intention to undertake an obligation to  $\varphi$ , but no intention to  $\varphi$  are possible. However, these two types of communicative acts appear so unlike each other that it is unclear what theoretical gains are to be made by attaching the same label to them. Furthermore, the Hybrid View does little to help with the problem of accounting for the power of release that has plagued the Intention View. On the Hybrid View, just as on the Intention View, there will be cases of promises communicating an intention to  $\varphi$ , but no intention to undertake an obligation to  $\varphi$ . As far as these cases are instances of genuine promises, we should expect the promisee to be vested with a power to release the promisor from them. However, given that in the cases all that was expressed was an intention to perform the act, we are again missing an explanation of the possibility of promissory release that is inherent in the nature of the promise itself. For these reasons, the Hybrid View does not appear to me to be a theoretical option worth considering further.

Things are different with regard to the Dual View. This type of view is not only defended in the literature, it also has some important *prima facie* appeal.

*(The Dual View)* To promise S to  $\varphi$  is to both communicate to S an intention to hereby undertake an obligation to S that one will  $\varphi$  and an intention that one will  $\varphi$ .

Something along the lines of the Dual View is the view held by one of the philosophers whose work on promises has been most influential in the last decades, Tim Scanlon. Although Scanlon's focus is more squarely on the intentions of the promisee, which he takes to be indispensable for promises, his view of the issues is more nuanced, and he shows awareness of the importance of obligation to the concept of promising:

In either of these utterances ['I promise to be there at ten o'clock', or 'I will be there at ten o'clock. Trust me'], 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 [...]. 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 good

justification for failing to appear). (Scanlon 1998, pp. 306-07, see also Scanlon 1990, p. 201)

We can arrive at strong and weak versions of the Dual View, depending on how we construe the relation between the two communicative contents it holds are essential for the promissory speech act. On a weak version, communicating the intention to undertake an obligation to  $\varphi$  and communicating the intention to  $\varphi$  are simply two separate conditions for a speech act to count as a promise. On a stronger version, a speech act constitutes a promise only if the speaker seeks to undertake an obligation *through* the communication of the intention. This appears to be the line taken by Scanlon. The stronger version of the Dual View presupposes a specific kind of account of the normativity of promises, according to which the communication of an intention, and its foreseeable effects, are what underpins promissory obligation. As noted above, this Expectation Account of promissory normativity is the one endorsed by Scanlon. In Chapter 4, Section 5.4 I shall later argue, following a number of others, that the idea behind the strong Dual View is subject to a fatal flaw of circularity.<sup>72</sup> By assuming that the point of promises is to create obligations by the raising of expectations, the view presupposes what it is supposed to show, insofar as the promisee is supposed to expect performance because a promise, i.e. an obligation-incurring act, has been made. However, we can set this issue aside for now, since the viability of the Dual View in general does not depend on the success of its stronger version.

How does the Dual View fare in light of the arguments presented above? I will try to keep things short: the first two arguments I have above lodged against the Intention View equally hit the Dual View, while the third does not. Since the Dual View holds that the communication of an intention to perform the promised act is necessary for a promise, both kinds of cases of promising without intention laid out above in 3.2 and 3.3 represent counterexamples against the view. On the other hand, the Dual View will do a lot better than the straight Intention View to account for the power of release (see 3.4) – since it takes the intention to undertake an obligation to also be essential for promises, it allows for a straightforward account of the concomitant power of release.

Whether or not one finds the Dual View attractive thus depends crucially on one's take on the cases of supposed promising without the intention to perform. In fact, one may argue that in the end, forcing a decision between the Dual View and the Obligation

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<sup>72</sup> See also footnote 26 above.

View may be no more than splitting hairs. Essentially, it boils down to the question of whether or not we are willing to attach the linguistic marker “promise” to the kind of speech act performed in the example cases from 3.2 and 3.3. A defender of the Dual View could reasonably deny promise-hood to these, while still holding that they are nonetheless cases of normative-power-like speech acts that share crucial features with promises. These “almost promises”, one might say, can still be of interest to someone working in promissory normativity, just as a good understanding of the normative relevance of promises can be crucial to our understanding of the normative relevance of these speech acts. Though it comes naturally to me to describe the envisioned cases as real promises (in particular the promise to give up smoking), I would not be fundamentally at odds with someone taking such a view. What the preceding discussion bears out, and what will be crucial for our discussion of promissory normativity that we will embark on subsequently, is the following: whatever kind of speech act promising is, it essentially involves the communication of an intention to undertake an obligation.

## 5.5

I thus think that in some shape or form, the Obligation View is the most attractive view of the nature of the promissory speech act, or at least an indispensable part of it. This view not only does not fall prey to the same problems as its main competitors, the (pure) Intention View and the Joint Commitment View, it is furthermore corroborated by an independently plausible rationale about the way promises are employed. Whether or not one believes promises to *also* involve the communication of an intention to perform the promised act or not, the communication of a willingness to undertake an obligation to perform the promised act is an essential feature of the promissory speech act.

To conclude the discussion of this chapter, let me note that the whole story about the nature of the promissory speech act may not yet be told with the acceptance of the Obligation View. Once we accept this view, there might be a further question as to what exactly is the point of a speech act with the specific features characteristic of promises. I have above outlined a number of different purposes that promises may serve. It may be that the specific type of normative relation incurred by promises, and the specific way that this relation is brought about (and managed thereafter by the concomitant powers), is best explained by one paradigmatic purpose, one value that is served by the existence of the normative-power-like speech act of promising. I think this is the case,

and will defend a view that it is *engendering relationships of trust* towards the end of this work, in Chapter 9.

For now, the less specific truth is enough: Promises essentially are, or at least involve, communications of intentions to undertake obligations. Though this does not by itself tell us anything about the normativity of promising, as the discussion of the Strong Obligation View has shown, this result can nonetheless play an important role in discussions of the normativity of promising. In the next chapter, I will show that, when combined with some powerful intuitions about when promises bind, it can be employed in an argument in support of one view of promissory normativity in particular: promissory non-reductivism.

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