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Blame-Liability, Inviting Trust, & Beginning a New Account of Promising

Austin Fraser
University of Wisconsin-Milwaukee

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BLAME-LIABILITY, INVITING TRUST, & BEGINNING A NEW ACCOUNT OF
PROMISING

by

Austin Fraser

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ABSTRACT

BLAME-LIABILITY, INVITING TRUST, & BEGINNING A NEW ACCOUNT OF
PROMISING

by

Austin Fraser

The University of Wisconsin-Milwaukee, 2021
Under Supervision of Professor Peter van Elswyk

In this paper, I argue the two examples present a problem for two accounts of promising, and in light of these problems, I create the beginning of an alternative account of promising. The first example shows a problem with Jack Woods' account of promising, while the second shows a problem for a trust view developed by Daniel Friedrich and Nicholas Southwood. In light of these criticisms, I start to develop my own view where promising gives the promisor a claim-based reason for keeping their promise, and though not strictly promising, an invitation to trust plays an important explanatory role, particularly by providing an error theory and explaining the distinctive sense in which one can feel betrayed when some promises are broken.

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Introduction

In this paper, I argue the following examples present a problem for two accounts of promising, and in light of these problems, I start the beginnings of an alternative account of promising. The examples I have in mind are the following:

Grocery: Imagine Ally and Bob are roommates. Ally enjoys a bottle of wine after getting home from work, but she forgot to pick one up during her grocery shopping. She calls Bob and asks if he can pick up a bottle for her. Bob promises he will.

Sewing: I am indifferent toward receiving my mother's sewing machine. My mom has insisted time and again that she is going to send it to me. I do not really care one way or the other. Nonetheless, she promises to send me the machine, and I accept or at the very least do not reject her promise.

The first example presents a problem for Jack Woods' account of promising that he develops in his "The Normative Force of Promising." In essence, the problem is that, in all cases of promising, including Grocery, Woods' account gives the promisor a wrong kind of reason, particularly because, put crudely, it allows the promisor to wholly determine the strength of their promise.¹

The second example presents a problem for a trust view account developed by Daniel Friedrich and Nicholas Southwood (henceforth referred to as S&F) in their papers "Promises beyond Assurance" and "Promises and Trust." The problem with their account is that, as Sewing helps show, is that in some cases a promisor has an obligation to keep a promise even though the

¹ More precisely, Woods' account allows the promisor to wholly determine the strength of their promissory reason, not the promise in its entirety. However, to avoid plunging into the weeds about the distinction between promissory reasons and reasons for keeping a promise in the introduction, I granted myself the liberty of speaking a little imprecisely.

promisor is not inviting the promisee to trust them, or more precisely, at the time of the promise, the promisee is not depending on the promisor to fulfill the promise.

This paper is split into four sections. In section 1, I offer a few clarificatory remarks. In section 2, I offer Woods' account of promising and assess my objection to it. Similarly, in section 3, I offer S&F's account of promising and assess my objection to it. In section 4, building from my objections to the previous accounts, I offer some of the building blocks for an account of promising that overcomes these shortcomings and might be a plausible foundation for a new account of promising.

I. Clarifications

Before getting into the examples and arguments, I need to make three clarificatory remarks. First, a promissory reason is not necessarily the same thing as the reason for keeping one's promise. A promissory reason, put crudely, is a reason a promisor has in virtue of making the promise, while one's reason for keeping their promise is simply the reason the promisor cites for keeping their promise.² As a result, one's promissory reason could be one's reason for keeping one's promise, but it need not be. For example, my promissory reason might be my concern about being potentially blamed by my mother, the person I promised, but I might also keep it because for other reasons, such as she has always been there for me; I do not want to let her down; it is in my self-interest to keep the promise, and so forth.

Second, in the literature, there is, seemingly, a sharp distinction between accounts of promissory reason and accounts of promissory obligation, and although I am skeptical there is

² I define promissory reasons more precisely in the next section.

such a sharp distinction between the two, I try to be mindful of it. For example, at the onset of Woods' paper, "The Normative Force of Promising," Woods claims he is discussing promissory reasons, not promissory obligation.³ Moreover, in his paper "Is There a Reason to Keep Promises?," Joseph Raz makes it clear he is concerned about promissory reasons, not promissory obligation.⁴ Despite the insistence by these authors' focus on promissory, not obligations, it is unclear that the two are clearly distinct. After all, if I have an obligation to perform a certain action, doesn't that give me a reason to perform the action? For example, if I have an obligation to keep my promise to my mom, doesn't the fact I have such an obligation to my mom give me a reason to keep my promise to her? Despite my reservations about this sharp distinction, I hope what I say in the paper does not crucially depend on my view that the distinction is not as sharp as it is presented in the literature, but it is still worth noting at the outset.

Third, throughout the paper, I will make terms like the strength of the promise or the promissory reason. All I mean by strength of a promise or a promissory reason is its weight relative to other considerations. In order to clarify this, I will appeal to numerical values. To illustrate what I have in mind, imagine Cindy makes two promises to David. In the first case, Cindy promises David to pick him up from work knowing she will be his only available option. Meanwhile, in the second case, Cindy promises David to pick him up from work knowing that David will still have other options to get home. In this case, all else equal, I assume that the first promise is stronger than the second promise because David is relying on Cindy as his only option to get home, and Cindy knows she is his only option. If we were to assign value, we could say that the strength of the first promise is a 10 while the strength of the second is a 5. Thus, if other

³ Woods 77

⁴ Raz 3

reasons or considerations became relevant, such as picking up David would cause Cindy to miss her daughter's dance recital, and Cindy was deliberating about what she ought to do, she might assign the dance recital a 9, and so, it would outweigh the second promise but not the first.

II. Blame-Liability

With those clarificatory notes in mind, in this section, I focus on Woods' account. In particular, I explain a key desideratum for his account, offer a precise articulation of his account, and assess my objection to his account.

2.1 A Key Reason Why Woods Offers His Account

Though Woods has other desiderata,⁵ a key desideratum is to explain why a promisor has a reason to keep a promise in all or nearly all cases of promising.⁶ This can be seen more clearly by considering some of Woods' examples:

Deathbed Promise: "I promise you that I will water your plant after you die. It's an ugly plant; not something the world will be poorer without. Moreover, it's a pain to water the plant. I need to find the water can, fill it, then sprinkle water on the plant twice a week. No one knows about my promise. I do not water the plant. It withers and dies. I don't feel guilty or suffer psychological trauma."⁷

No Expectation Promise: "I, an untrustworthy friend, ask you for a small amount of money, promising that I will repay you in a week. You have no expectation that I will do

⁵ Woods 78-79

⁶ Woods 78-79. I say nearly all because, though Woods goes to great lengths to combat the objection that some people will not care about being blame-labile, clearly some people will not care about potentially being blamed by others (e.g. psychopaths, people indifferent to criticism, and so forth).

⁷ Woods 80

so, but you have plenty of money and feel bad for me. You lend me the money. I do not repay you.”⁸

Woods claims that these examples present problems for some accounts of promising.⁹ For example, according to Woods, on some accounts of promising, particularly one advanced by Thomas Scanlon, the harm in breaking a promise is failing to fulfill the expectation the promisor created in the promisee.¹⁰ However, in No Expectation Promise, if I am an untrustworthy friend, I do not create the expectation in you that I will do the thing I promised, so according to Woods, on an account like Scanlon’s, I am not harming you by not fulfilling my promise because I have not failed to meet a created expectation.¹¹ Similarly in Deathbed Promise, by breaking the promise, I am not harming the promisee since, given the promisee is dead, I have not failed to meet a created expectation.¹²

Motivated by this idea to explain why a promisor has a reason to keep a promise in every case of promising, Woods appeals to a promisor’s desire to avoid opening oneself to being blamed or being blame-labile. To understand what Woods means by being blame-labile, it is helpful to understand Woods’ trifold distinction between being sanction-labile, being sanction worthy, and actually being sanctioned.¹³ Imagine you are in Berkeley where it is illegal to jaywalk. If you jaywalk, you are sanction-labile. You are sanction-labile in the sense you are an appropriate target of sanction simply in virtue of violating the law. Even though you are sanction-labile, however, you might not be sanction worthy. Sanction-worthiness is, roughly,

⁸ Woods 81

⁹ Woods 79-83

¹⁰ Woods 80

¹¹ Woods 81

¹² Woods 80-81

¹³ Woods 88-92

whether it is good or reasonable to impose a sanction. This, according to Woods, will depend on the aims of practice in question.¹⁴ For example, in our jaywalking case, the cop might not think you are sanction worthy because being such a persnickety cop might create a bad name for cops or perhaps he might find you are sanction worthy because the cop wants to set a precedent that disobedience of the law will not be tolerated.¹⁵ Finally, there is actually being sanctioned.

Actually being sanctioned is just that: being sanctioned. So, in our imagined example, the cop might find you sanction worthy and decide to actually sanction you or give you a ticket.

Though Woods has a trifold distinction of blame that mirrors his trifold distinction of sanction, our focus is on blame-liability as Woods appeals to it to explain why a promisor always (or nearly always) has a reason to keep their promise. Woods, for example, appeals to blame-liability to explain why a promisor has a reason to keep their promise even in Deathbed Promise and No Expectation Promise.¹⁶ In these cases, similar to being sanction worthy for jaywalking (i.e. whether it good or reasonable to sanction the jaywalker), it might be up to debate whether, by breaking the promise, the promisor is blameworthy (i.e. whether it is good or reasonable to blame the promisor for breaking the promise). However, even though it might be up to debate whether the promisor is blameworthy for breaking their promise in these cases and assuming they are not actually blamed, they are clearly blame-labile. They are clearly blame-labile because, similar to being sanction-labile or violating the rule of no jaywalking, by breaking a

¹⁴ Woods 88-90; regarding aims and the reasonableness of sanction, Woods makes a distinction between intrinsic and extrinsic aims of the practice or convention, but for our purposes, I do not think delving into the distinction is necessary (Woods 90).

¹⁵ For our case of jaywalking, I am unsure whether Woods would think the reasonableness of sanction is due to what the particular cop thinks or whether there, in such a case, there would be a general convention in police culture about imposing such sanction. However, for our purposes, the important point is that being sanction-labile (i.e. an appropriate object of sanction) is distinct from being sanction worthy (i.e. whether it is good or reasonable to sanction).

¹⁶ Woods 91-92

promise, a promisor violates the rule or convention of keeping one's promise. By violating the rule or convention, they are an appropriate object of blame, even though it might not be good or reasonable to blame them or they might not actually be blamed.

2.2 The Account

Although these examples give an intuitive gloss on Woods' accounts, we can put Woods' account much more precisely as follows:

Quasi-Conventionalism: In virtue of P1 promising P2 to ϕ , P1 at least has a reason R* to ϕ . (i) R* is P1's wanting to avoid being blame-liable to P2 for not ϕ -ing;¹⁷ (ii) the strength of R* depends on P1's desire to avoid being blame-liable to P2 or others;¹⁸ and (iii) P1's potential blame-liability is due to violating a promising convention (i.e. a set of rules where breaking a promise results in the promisor being blame-liable or open to being blamed).¹⁹

Consider how these three elements of Woods' account apply to Deathbed Promise and all other cases of promising:

Deathbed Promise: "I promise you that I will water your plant after you die. It's an ugly plant; not something the world will be poorer without. Moreover, it's a pain to water the

¹⁷ Woods 91-92; I have two further notes regarding this second condition. First, the second condition is put a little crudely. Woods claims that there are at least two senses in which one wants to avoid being blame-liable. The first sense in which people want to avoid being blame-liable is that people have a general desire to avoid being blame-liable (Woods 93). In a similar way, as Woods points out, people have a general desire to eat, even though they might not want to eat the meal placed in front of them (Woods 93). The second way people want to avoid being blame-liable is having a particular desire to avoid being blame-liable to someone (Woods 93). For example, I might be particularly concerned about being blame-liable to my mother but not my abusive ex. Second, though these two senses of being blame-liable could be added in my summary of his account, particularly the second and third condition, it makes it unnecessarily cumbersome, and although my objection focuses on the second condition and the third condition, I do not think it undermines my fundamental point against Woods: namely, whether the desires are generic or particular, the promissory reason cannot be influenced by the promisee's desires or interests independent of the promisor's desires or interests.

¹⁸ Woods 92-94

¹⁹ Woods 90

plant. I need to find the water can, fill it, then sprinkle water on the plant twice a week.

No one knows about my promise. I do not water the plant. It withers and dies. I don't feel guilty or suffer psychological trauma."²⁰

First, the promisor has a reason to keep their promise because they want to avoid being blame-liable. For example, in Deathbed Promise and in all (or nearly all) cases of promising, a promisor has a reason to keep their promise because, even though they might not be blameworthy, they want to avoid blame-liability or open themselves to possibly being blamed. Second, the strength of the promisor's reasons will depend on the promisor's desire to avoid being blame-liable. For example, slightly altering Deathbed Promise, if I make a promise to my saintly mother, who is not dead, to water her plant, I might have a particularly strong desire to keep the promise. However, if I make a promise to my abusive-ex, I might have little to no desire to keep my promise. Third, the fact that I am blame-liable is due to the fact that I violated a promissory convention, not some deeper moral principle or value.

2.3 Objection: the Wrong Kind of Reason

Essentially, the problem with Woods' view is the second condition of his account; in particular, his account gives the promisor the wrong kind of promissory reason, particularly because the promisee's interests do not have the capacity to influence the strength of the promise independent of this promisor's desires or interests. To show this problem, I appeal to the following example and argue a preferred definition of promissory reasons (i.e. Proposal 3) rules out a desire to avoid being blame-liable as a promissory reason. The example I have in mind is the following:

²⁰ Woods 80

Grocery: Imagine Ally and Bob are roommates. Ally enjoys a bottle of wine after getting home from work, but she forgot to pick one up during her grocery shopping. She calls Bob and asks if he can pick up a bottle for her. Bob promises he will.

Now, imagine one of the following facts is true about Grocery:

- (a) The promise is extremely important to the promisee. Assume that this makes the strength of Bob's promise a 10.
- (b) The promisor is gravely concerned about being blame-labile to the promisee or others. Assume this makes the strength of Bob's promise a 10.
- (c) The promisor is marginally concerned about being blame-labile to the promisee or others. Assume this makes the strength of Frank's promise a 5.
- (d) The promisor is likely to donate to a charity that is important to the promisee. Assume this makes the strength of Frank's promise a 10.

I assume the reader will share my intuition that some of these considerations clearly are not promissory reasons while others are more plausible candidates to be promissory reasons. For example, (d) is clearly not a promissory reason. That is, (d) is clearly not a reason a promisor has in virtue of making a promise. After all, if a promissory reason is a reason a promisor has in virtue in making a promise, it should, presumably, be present in every case promising or nearly every case of promising, and (d) is not always present; that is, it is not always that case that when you promise someone to do something fulfilling that is likely to result in a donation to a charity that is important to you. Unlike (d), facts (a), (b), and (c) seem like more plausible candidates. After all, the degree the promisee cares about the promise seems to always be a relevant consideration when making a promise, and the fact I might be blame-labile for breaking my promise seems like a consideration that is present in most or nearly all cases of promising.

To be more precise, here are some proposals that help distinguish a promissory reason from a non-promissory reason.

Proposal 1: R1 is a promissory reason just in case (i) R1 is present in some cases of promising but not most cases of promising.

Proposal 2: R2 is a promissory reason just in case (i) R2 is present in every or nearly every case of promising.

Proposal 3: R3 is a promissory reason just in case (i) R3 is present in every or nearly every case of promising; and (ii) R3 must be able to be influenced by the promisee's desires or interests independent of the promisor's desires or interests.

Clearly, Proposal 1 is a non-starter as it would allow a consideration like (d) to be a promissory reason when it clearly is not. That leaves either Proposal 2 or Proposal 3.

Between Proposal 2 and Proposal 3, I contend Proposal 3 better captures our intuitive sense of what a promissory reason is. The key difference between Proposal 2 and Proposal 3 is that Proposal 3 endorses the following while Proposal 2 does not:

(ii) A promissory reason must be able to be influenced by the promisee's desires or interests independent of the promisor's desires or interests.

To illustrate (ii), consider how (ii) might apply to Grocery. If (ii) is true in that case, when Bob promises Ally to bring the bottle of wine, Bob's promissory reason must be able to be influenced by Ally's interests or desires independent of his own concerns or desires, such as a concern about being blame-labile. For example, assuming (a) holds in Grocery or the promise is very important to the promisee, that fact should increase the strength of the promise independent of Bob's own desires or interests.

Why should we think that (ii) is true or prefer Proposal 3 to Proposal 2? There are at least two reasons to accept (ii). First, denying (ii), like Wood's account does, has a lot of

counterintuitive results. For example, imagine in Grocery that Ally cares a lot about the promise, but Bob cares very little about being blame-labile. If (ii) is false in that case (i.e. it is not possible the strength of a promissory reason is affected by the promisor's desires) and Bob only cares about being blame-labile, Bob would have a correspondingly weak promissory reason to keep his promise. After all, the strength of Bob's promissory reason is wholly determined by his concern to be blame-labile, not whether the promisee cares about the promise. Second, (ii), it makes better sense of the intuitive idea that a promisee's desires or interests can directly affect the strength of the promisee's claim against the promisor and, thus, affect the strength of the promissory reason. After all, in every case of promising or in virtue of making the promise, presumably, the promisee has a claim against the promisor for performance, and the importance of the promise to the promisee affects the strength of this claim independent of whether the promisor cares about the promise. For example, in Grocery, Ally has a claim against Bob for performance, and presumably, the importance of the promise to her will affect the strength of this claim. For example, the more important the promise is to her the stronger the claim, and thus, the stronger the reason Bob should have for keeping the promise.

Woods might have two responses to (ii) or my support for it. First, Woods might argue, if (ii) is true, it has the implausible implication that a promisor's reason can be strengthened or weakened independent of the promisor's psychology. To illustrate this, consider how (ii) might apply to Grocery. In particular, imagine Bob promises Ally to pick up the bottle of wine, Bob is only concerned about avoiding being blame-labile, and Bob is only moderately concerned about being blame-labile to Ally or others. On Woods' account then, in virtue of making his promise, Bob only has a weak promissory reason since he only moderately cares about being blame-labile. Say this reason has a strength of 3. However, if (ii) is true in that case or the promissory reason

can be affected by Ally's desires or interests independent of Bob's, Bob's reason should be around a 10. Thus, in such a case, if (ii) is true, Bob has a promissory reason that has a strength of 10, even though that reason is not a reason he actually has; after all, the strength of his only reason is a reason to avoid being blame-labile and the strength of that reason is about a 3.

I admit (ii) does possibly have the implication that a promissory reason is a reason a promisor ought to have in every case of promising, not necessarily the reason they do have. Yet, I do not see this as a problem or even something abnormal about how we talk about moral issues. As an illustration, consider a psychopath's reason to not murder. Imagine the strength of his reason is a 2 whereas for most people it is a 10. At least one problem with the psychopath is that he fails to recognize the weight of the reason he ought to have. Similarly, when it comes to promising, I am inclined to think that a promissory reason can be a reason a promisor ought to have in every case, not necessarily one they do have.

A second route Woods might pursue is to incorporate (ii) into his account. After all, as Woods says,

“Note again that I could tell the story I want if I assumed that our desires needed independent justification in order to generate reasons as, very plausibly, promissory practices are a very valuable part of our social behavior.”²¹

What I take Woods to be suggesting here is that he could amend his account to incorporate something like (ii). After all, perhaps the strength of the promissory reason is not only determined by the promisor's desires but also requires some “independent justification.” For example, in Grocery, Bob's desire to avoid being blame-labile might not simply be a desire he

²¹ Woods 98, footnote 40

has, but rather a desire that he should have or that needs to have some independent justification for.

I welcome such a move, but if a desire to avoid being blame-labile needs independent justification, it seems like blame-liability would be doing little work explanatory work, and the standards of “independent justification” would be doing most of the explanatory work, in particular, determining the strength of a given promissory reason and the like. For example, consider how this sort of independent justification might apply to Grocery. In that case, imagine Bob’s desire to avoid blame-liability is about a 2, and so, the strength of his promissory reason is about a 2. However, in order to have independent justification, the promisor’s desire to avoid being blame-labile should be around 10. A further story, then, would be needed to explain why the promisor’s desires should be around 10. In such a case, since the independent justification would be determining the appropriate strength of the promissory reason, it seems like the desire to avoid being blame-labile itself would be playing a minimal explanatory role.

III. Inviting Trust

Unlike Woods, S&F develop an account of promising that is more amenable to the idea that the promisee’s interests, particularly the importance of the promise to the promisee, can affect the strength of the promise independent of the promisor’s interests. In fact, they develop a view where promising is having “a certain faith or optimism in the promisor’s character that the promisor will perform some action that is of importance to the promisee.”²² In light of their view,

²² S&F 2011: 280

in this section, I explain a key motivation for their account, summarize their account, and assess my objection to their account.

3.1 A Key Reason Why S&F Offer Their Account

A key motivation for S&F is that they see their account superior to assurance views of promising.²³ According to assurance views, like that developed by Thomas Scanlon, one undertakes a promise by assuring the promisee they will do something, particularly by creating the expectation in the promisee that the promisor will do the thing promised.²⁴ For example, in our earlier case Grocery, when Bob promises Ally, Bob and Ally have a complex set of intentions such that Bob has assured Ally he will buy the wine, and the wrong in breaking the promise is failing to fulfill what he assured or created the expectation that he would do.

To show assurance views are lacking, S&F argue that assurance is neither necessary nor sufficient for promissory obligation.²⁵ To show assurance is not necessary or to show one can have a promissory obligation without creating assurance, they appeal to the following case:

The Soccer Game: “Daisy's team has made it to the final of the under-12 soccer competition.

Daisy is desperate for her father to be at the game. Recognizing the importance of the game to his daughter and how much it would mean to her to have him present, he sincerely promises her to attend the game, fully intending to do so. The problem is that in the past he has often promised to attend her games and consistently failed to turn up. Painfully aware of his dismal track record, he thus recognizes that his daughter is unlikely to believe that he will be at the game. Similarly, from Daisy's perspective, though she wants nothing more than for him to be there and (justifiably) believes him to be sincere, she does not believe that he will actually show up. The big day has now

²³ S&F 2009: 262-263

²⁴ S&F 2009: 263

²⁵ S&F 2009: 266

arrived. In the morning, Daisy's father sees her proudly off to the pre-game warm up, settling down afterwards with the morning paper and a mug of coffee. Shortly before he is due to go, the doorbell rings. Answering the door, he finds himself confronted by a group of his friends, trying to talk him into spending the day fishing with them. Sure enough, he never makes it to the game.”²⁶

In particular, S&F argue there are two things true about this case.²⁷ First, Daisy’s father has not assured her he will show up.²⁸ After all, though Daisy believes he is being sincere, she does not actually believe he will show up. Second, although Daisy has not been assured, Daisy’s father still incurs and violates a promissory obligation.²⁹ S&F appear to take this claim as mostly self-evident, and assume, by failing to show up, he violates his promissory obligation “thereby committing the particular wrong in breaking a promise.”³⁰

Meanwhile, in order to show that assurance is not sufficient for promissory obligation or one can assure another of they will do something without having a promissory obligation to do it, they appeal to the following example:

The Job Offer: “Wilko, the barman of the Dingo's Jaws, has heard on the grapevine that Gazza, a popular local and occasional drinking-buddy, has been interviewed for a job in Wagga Wagga. When Gazza comes in for his afternoon schooner, Wilko approaches him directly. "You're not leaving us are you mate? Please say you're not." Gazza laughs. "You've got nothing to worry about, mate" is Gazza's response. "Even if they offer it to me, I won't take it. It's not much of a job anyway. Not to mention the hassle that would be involved in moving the family. And jeez, it's in bloody Wagga!" Wilko is visibly relieved. When the job-offer comes through, Gazza changes his mind and accepts the position after all.”³¹

²⁶ S&F 2009: 272

²⁷ S&F 2009: 272

²⁸ S&F 2009: 272

²⁹ S&F 2009: 272

³⁰ S&F 2009: 272

³¹ S&F 2009: 268-269

In particular, S&F argue there are two things true about this case.³² First, Gazza has given Wilko assurance he will not take the job. After all, as S&F point out, Gazza voluntarily and intentionally creates the expectation in Wilko that Gazza will not leave town; Gazza does so knowing that Wilko desires that he stays in town; Gazza “acts with the aim of creating the desired expectation;” and finally, all this knowledge is common between them.³³ Second, though Gazza has given Wilko assurance, Gazza has not incurred a promissory obligation.³⁴ According to S&F, though it would be a decent thing for him to do to let Wilko know if he changes his mind, it cannot be seriously maintained that Gazza incurs an obligation to Wilko to decline the job and stay put.³⁵ After all, S&F insist, suppose that Gazza decides to take the job. It would be, according to S&F, “preposterous” to claim Gazza had an obligation to decline the job.³⁶

3.2 The Account

With these two cases and contrast with assurance as background, it is easier to understand S&F’s view. As I suggested earlier, in a slogan, their view is the following:

Promising is having “a certain faith or optimism in the promisor’s character that the promisor will perform some action that is of importance to the promisee.”³⁷

More precisely though, their view is something like the following:³⁸

³² S&F 2009: 269

³³ S&F 2009: 269

³⁴ S&F 2009: 269

³⁵ S&F 2009: 269

³⁶ S&F 2011: 284

³⁷ S&F 2011: 280

³⁸ Most of this definition comes from the following passage: “According to the Trust View, then, in promising the promiser makes the aforementioned kind of overture to the promisee, displaying her willingness, conditional on the promisee’s acceptance (or nonrejection) of the overture, to be party to a certain kind of relationship with the promisee, namely one in which the promisee has a certain faith or optimism in the promisor’s character that the promiser will perform some action that is of importance to the promisee. In so doing, and having the overture accepted (or not rejected), the promiser incurs an obligation to the promisee not to betray the trust she has invited.

Inviting Trust: A incurs a promissory obligation to B to ϕ iff (i) A invites B to have faith or optimism, not necessarily believe or rely on, in A's character that A will perform some action of importance to B; (ii) in virtue of the first condition, A is motivated by certain reasons (e.g., concern for the other) and not others (e.g., fear or self-interest) to ϕ ;³⁹ and (iii) in virtue of the first condition, B accepts (or does not reject) A's invitation.⁴⁰

Consider how this definition applies to the two earlier cases. Remember, in the Soccer Game, according to S&F, Daisy's father incurs an obligation, while in the Job Offer Gazza does not. According to S&F's account, Daisy's father incurs the obligation because, although he does not *get* Daisy to trust him, according to S&F, he clearly *invites* her to trust him.⁴¹ So, presumably, the father incurs an obligation because the conditions above are satisfied: namely, Daisy's father invites her to have faith in his character that he will perform some action of importance to her; her father is motivated by certain reasons, like a concern for her or their relationship or the like; and Daisy accepts or at least does not reject the invitation.

In contrast, in the Job Offer, what explains why Gazza does not incur an obligation is that, though Gazza might have an obligation to let Wilko know that he has changed his mind,⁴² he has not invited him to trust him.⁴³ As S&F suggest, an attitude of trust is a normatively thicker notion than assurance in the sense that, in order for one person to trust another, they must believe the other person is moved by certain considerations, such as faith or optimism in another's character and not others, like self-interest, whereas in regards to assurance presumably one can

The distinctive wrong involved in breaking a promise is precisely a matter of violating this obligation" (S&F 2011: 279-280)

³⁹ S&F 2011: 278-279

⁴⁰ S&F 2011: 280; endnote 3

⁴¹ S&F 2009: 279; S&F also make related comments in "Promises and Trust" (endnote 15; endnote 16).

⁴² S&F 2011: 284

⁴³ S&F 2009: 278-279

be moved by such reasons.⁴⁴ Thus, in relation to the definition above, it seems like (ii) is not satisfied in the Job Offer or Gazza is not motivated by the appropriate sorts of reasons.

3.3 Objection: Inviting Trust is Not Necessary for Promissory Obligation

In essence, the problem with S&F's account is the first and second condition of their account; in particular, the problem is that that a virtue of their view results in not being able to account for cases of promissory obligation where, at the time of the promise, the promisee is not depending on the promisor to fulfill the promise. In order to clearly show this problem, I explain the virtue of their view I have in mind, make explicit a problematic feature of this virtue, offer a definition that avoids this problematic feature, and with this more precise definition, show how it cannot account for some cases of promissory obligation.

A seeming virtue of their view is that they can explain how a non-promising locution, like "Trust me, I will X" can be a promise.⁴⁵ For example, consider our earlier case Grocery. Imagine in that case (a) obtains or the promise is very important to the promisee. In such a case, if Bob knows that the promise is important to Ally and Ally recognizes Bob knows this, if Bob says "Trust me, I'll buy it," it seems plausible that he is, in effect, promising Ally he will buy the wine bottle.

This virtue, however, can be problematic. After all, once a non-promising locution can be a promise, it starts to become unclear what distinguishes promising from other expressions of an intention and, in particular, what counts as one inviting another to trust you to do something in the relevant sense versus merely expressing an intention to do something. For example,

⁴⁴ S&F 2011: endnote 15

⁴⁵ S&F 2011: 280

remember the S&F's earlier case the Job Offer. In that case, Gazza clearly expresses an intention to not take the job, but according to S&F, Gazza is not promising. However, if Gazza adds "Trust me, I won't take it," does Gazza incur a promissory obligation, or does he need to do something more?

S&F try to address this issue of distinguishing promising from an expression of intentions by appealing to a distinction between epistemic trust and a kind of "practical trust." As they say,

"To invite someone to have epistemic trust in one with regard to a proposition, in turn, involves something like licensing her to have such confidence in one with regard to that proposition, and to hold one to appropriately demanding epistemic standards"⁴⁶

In contrast to this epistemic trust, their trust view is based on a kind of "practical trust" or promissory trust. As they say,

". . . the Trust View is based on a kind of 'practical trust,' a notion of trust that is essentially tied to character and reasons for action. To trust someone in this practical sense is to have faith or optimism in her character as regards the performance of an action that is of importance to one . . . it involves licensing her to have a certain faith or optimism in one's character—in a sense, to hold one to certain standards of good character."⁴⁷

To illustrate this distinction, imagine Lena tells Keith: "I'm going to Sweden in May."⁴⁸

According to S&F, Keith has invited Lena to trust in an epistemic sense,⁴⁹ but she has not presumably invited him to trust her in a practical or promissory sense. Inferring from the passages above, then, she has invited him to have trust or confidence regarding that proposition,

⁴⁶ S&F 2011: 288

⁴⁷ S&F 2011: 288-289

⁴⁸ This is an example S&F appeal to explain epistemic trust (S&F 2011: 288).

⁴⁹ S&F 2011: 288-289

but she has not promised him or invited him to have faith or optimism in her character, particularly the standards of good character and her reasons for action.

Yet, to me, it is still quite unclear in what sense one has to have faith or optimism in another's good character regarding the performance of some action. After all, imagine they are friends and Keith lives in Sweden. Does she now have a promissory obligation to go to Sweden when she utters "I'm going to Sweden in May"? Alternatively, imagine Lena says, "Trust me, I'm going to Sweden in May." She has invited Keith to trust her in some sense, but has she invited him to trust her in the practical or promissory sense S&F have in mind?

To get clearer about how inviting trust might be different from merely expressing an intention to do something and the like, it is helpful to variation that S&F have established intuitions on, namely, the Job Offer. Consider the following variations of that case:

Case 1: Wilko, the barman of the Dingo's Jaws, has heard on the grapevine that Gabby, a popular local and occasional drinking-buddy, has been interviewed for a job in Wagga Wagga. When Gabby comes in for her afternoon schooner, Wilko approaches her directly. "You're not leaving us are you mate? Please say you're not." Gabby laughs. "You've got nothing to worry about, mate" is Gabby's response. "Even if they offer it to me, I won't take it. It's not much of a job anyway. Not to mention the hassle that would be involved in moving the family. And jeez, it's in bloody Wagga!" Wilko is visibly relieved. When the job-offer comes through, Gabby changes her mind and accepts the position after all.⁵⁰

Case 2: Same as above except Gabby adds "Trust me" somewhere in his explanation of why she is not thinking of taking the job.

⁵⁰ This is a very slight variation of S&F's case; in fact, everything is the same except I replaced Gazza with Gabby. For purposes of clarity, it is easier to use male and female pronouns.

Case 3: Same as case 2 except Gabby says, “You’ve got nothing to worry about, mate, trust me. Even if they offer it to me, I won’t take it. I know how important it is to you that I stay in the area and that you have someone to drink with. I wouldn’t let you down like that.”

Case 4: Same as Case 3 except Gabby adds at the end “I promise I will not take the job.”

I assume that S&F would divide the cases as follows: Case 1 and Case 4 are clear cases, while Case 2 and Case 3 are less clear. Case 1 is a clear case of not having a promissory obligation because, by their own admission, S&F claim Gabby does not have a promissory obligation to Wilko. Meanwhile, Case 4 is a clear case of promissory obligation. After all, in addition to emphasizing how important staying is to Wilko, Gabby explicitly promises Wilko she will not take the job. Meanwhile, in Case 2, though Gabby adds “trust me” within her explanation, it is not clear she incurs a promissory obligation. After all, presumably, in Case 1 there is no promissory obligation, and the only thing added to that case is that Gabby mentions “trust me.” In Case 3, meanwhile, though it might not be obvious Gabby has a promissory obligation, on S&F’s account, it seems at least plausible that she does. After all, Gabby seems to clearly be emphasizing how important it is to Wilko that she stay, and in addition, she is suggesting to Wilko that she will be moved by these factors or that it is important to Wilko that she stay. After all, she says, “Even if they offer it to me, I won’t take it. I know how important it is to you that I stay in the area.”

Given S&F would divide the cases as I have above, they need a definition of inviting trust that would allow them to do so. I consider, roughly, two proposals that S&F might appeal to explain the above cases. The first proposal is the following:

Proposal 1: At T1, A invites B to trust A that will ϕ at T2 in S&F’s sense just in case (i) at T1, A invites B to believe A will ϕ ; and (ii) at T1, B decides to trust A will ϕ .

This proposal, however, will not help S&F. After all, S&F want to deny that in Case 1 Gabby is inviting Wilko to trust him, but this proposal makes it the case that Gabby is inviting Wilko to trust her. After all, assuming inviting someone will do something roughly means offering information that leads one to believe one will perform an action and Wilko decides to trust Gabby, Gabby is clearly inviting Wilko to believe he will not take the job.

Since that proposal does not work, consider a second proposal:

Proposal 2: At T1, A invites B to trust A that will ϕ at T2 in S&F's sense just in case (i) at T1, A invites B to believe A will ϕ ; and (ii) at T1, A invites B to believe A will be motivated to ϕ for certain reasons and not other.

We can put this more precisely as follows:

Proposal 2a: At T1, A invites B to trust A that will ϕ at T2 in S&F's sense just in case (i) at T1, A invites B to believe A will ϕ ; (ii) at T1, B is depending on A to ϕ ; and (iii) at T1, A invites B to believe A will ϕ based on B's dependence on A.⁵¹

Though still imprecise, this proposal explains the cases above, particularly how Case 1 and Case 4 are clear cases while Case 2 and Case 3 are less clear. In Case 1, it is clear there is no promissory obligation because the third condition in Proposal 2a is not satisfied. That is, Gabby

⁵¹ I have two notes about this proposal. First, it is loosely inspired by Paul Faulkner's trusting in an affective sense (Faulkner 882). Put crudely, to trust someone in an affective sense is knowingly depending on another and expecting the trusted to be motivated by one's dependence on them. S&F might want an account of trust that, unlike Faulkner's, requires belief the trusted will do the thing they are entrusted to do. However, I am skeptical an account of trust that requires belief can capture their intuitions about all the cases they present, particularly the Soccer Game. After all, Daisy presumably does not believe her father will show up. Second, I take this proposal to be a more precise formulation of S&F's claim that inviting trust involves having a "certain faith or optimism in the one's character - in a sense, to hold one to certain standards of good character" (S&F 2011: 289). In particular, I understand this good character as being, at least in part, motivated by another's dependence. S&F might have a more restrictive notion of good character (i.e. one that requires more than just being motivated by another's dependence), but if they do, it might result in a problem for their view because it could be too restrictive or rule out cases of promises that, by their own lights, are promises. For example, it might rule out cases like the Soccer Game. After all, Daisy might not trust in her father's good character generally since he has failed to be there for her many times, and if being motivated by her dependence on him is not sufficient to show good character, it seems like she cannot trust in his character to keep the promise, and so, her father would not have a promissory obligation.

does not invite Wilko to believe that she will act on the fact that Wilko is depending on her. After all, all the reasons he cites for not taking the job have nothing to do with Wilko: as Gabby says, “It’s not much of a job anyway. Not to mention the hassle that would be involved in moving the family. And jeez, it’s in bloody Wagga!”. Meanwhile, in Case 4, I assume, by explicitly uttering “I promise” along with emphasizing how the importance of the act to Wilko, Gabby is making it clear that she is acting based on the fact that Wilko is depending on her. Moreover, this proposal makes it clearer how to distinguish Case 3 from Case 2. On S&F’s account, Case 3 looks a lot like a promissory obligation because the above proposal is satisfied, particularly the third condition that the promisor invites the promisee to believe the promisor will act based on the promisee’s dependence. After all, in Case 3, Gabby makes it fairly clear she is considering Wilko’s interests. As she says, “I won’t leave, trust me. I know how important it is to you that I stay here.” Finally, in Case 2, it is less clear there is a promissory obligation. This is because, as the third condition suggests, even though Gabby utters “trust me,” it is unclear that she is inviting Wilko to believe she is acting based or mainly on the fact Wilko is depending on her. After all, the reasons she lists about why he should stay are based on considerations not relevant to Wilko: as she says, “Even if they offer it to me, I won’t take it. It’s not much of a job anyway. Not to mention the hassle that would be involved in moving my family.”

Though Proposal 2a helps deal with the cases above and it, I think, helps explain why Keith is not inviting Lena to trust him in the promissory sense that S&F have in mind,⁵² there is a problem with it. The problem is that, if S&F endorse something Proposal 2a, their account has

⁵² The proposal helps explain why Lena is not inviting Keith to trust her in a practical or promissory sense S&F have in mind. After all, she has not made it clear to him she is, at least in part, motivated by his dependence on her. If he were depending on her to go, say he lives there, and she said something like “I know how important it is to you I go,” it is more plausible, on their account, she incurs a promissory obligation.

trouble dealing with cases where, at the time of the promise, the promisee does not care about the promise being kept or the promise is not important to the promisee, yet the promisor still seems to have an obligation to keep the promise. For example, consider the following case:⁵³

Sewing: I am indifferent toward receiving my mother's sewing machine. My mom has insisted time and again that she is going to send it to me. I do not really care one way or the other. Nonetheless, she promises to send me the machine, and I accept or at the very least do not reject her promise.

Though I do not care about the promise being kept, this promise is still binding because, by making a valid promise, I have a claim against her for performance. After all, at the time of the promise, I might not be depending on my mom to fulfill her promise, but should she fail to fulfill her promise, I can still demand that she fulfill it. She might say something like "you didn't even want it" and the like, but given that she promised, I still have a claim against her for performance. Put simply, in response to her objections, I can simply say "you promised."

There are two routes for S&F to respond to this problem: they can either try to revise their account to incorporate Sewing, or they can deny there is a promissory obligation in Sewing. There are at least two ways S&F might try to incorporate that there is a promissory obligation in Sewing. The first way that S&F might try to account for Sewing is appealing to Proposal 2a that helped deal with Cases 1-4:

Proposal 2a: At T1, A invites B to trust A that will ϕ at T2 in S&F's sense just in case (i) at T1, A invites B to believe A will ϕ ; (ii) at T1, B is depending on A to ϕ ; and (iii) at T1, A invites B to believe A will ϕ based on B's dependence on A.

⁵³ Scanlon 217-219

Yet, this proposal will not help S&F. After all, (ii) is not satisfied in Sewing; at the time of my mother's promise, I am not depending on my mom to send me the sewing machine.

A second way they could account for Sewing is appealing to the following:

Proposal 2ai: At T1, A invites B to trust A that will ϕ at T2 in S&F's sense just in case (i) at T1, A invites B to believe A will ϕ ; (ii) at T1, B might at some point depend on A to ϕ ; and (iii) at T1, A invites B to believe A will ϕ because B might at some point depend on A to ϕ .

This proposal will also not help S&F either. After all, the third condition is not satisfied; my mother is not doing anything to show she is acting based on the fact I might depend on her sending her the sewing machine at some point. Moreover, even if she did or even if the third condition was satisfied, a Proposal like 2ai would over-generate promissory obligations. After all, Proposal 2ai would, seemingly, make any request a promissory obligation.⁵⁴ For example, imagine you ask me for a light, and I say yes. In such a case, I am inviting you to think I will give you light; you might at some point depend on me fulfilling the request; and I am inviting you to believe I will fulfill the request because in part you are depending on me.⁵⁵ However, I assume, in such a case, I do not have a promissory obligation to fulfill the request.

Though S&F cannot obviously account for Sewing, they could argue that there is no promissory obligation in such a case. Scanlon says something about a case like Sewing. As he says,

“It is reasonable to suppose, in that case [a case similar to Sewing], that the daughter [who is the potential recipient of the sewing machine] is an adult whose values are not

⁵⁴ I owe this point to David Owen's discussion of requests versus promises throughout his paper “Rationalism about Obligation.” Of particular note is his contrast of requests with commands (410-411) requests with promises (427-428).

⁵⁵ I thank Owens for this example (Owens 411).

going to change. She knows that her mother falsely, though not unreasonably, believes that she values the assurance that she will be given a sewing machine, but out of regard for her mother's feelings (and a desire to avoid an unpleasant argument about women's roles) she does not correct this belief . . . [The mother falsely believes she has an obligation] when in fact she has none. This seems to me to be the correct account of the matter. For suppose the mother were to learn the true situation [namely, she would prefer to not have the sewing machine]. Could the daughter or someone else, convincingly say to her, 'But you promise, so you have to do it'? It seems to me that she could not."⁵⁶

Inferring from this passage then, S&F, like Scanlon, might deny there is a promissory obligation in Sewing. After all, as Scanlon asks, given the case is described above, "Could the daughter or someone else, convincingly say to her, "But you promised, so you have to do it?"

I have two responses to this reply. First, to be clear, Sewing is different than Scanlon's version, so Scanlon's response would not apply to Sewing. In Scanlon's version, the promisee actively dislikes or prefers to not have the promise fulfilled. However, in Sewing, the promisee is indifferent rather than just actively disliking. Thus, whatever intuition Scanlon had about his version of the sewing case would not obviously apply to Sewing. Second, even if Scanlon's comments do apply to Sewing, contra Scanlon, the promise is still binding. There are two reasons to think it is binding. The first reason is that, if the mother were not to fulfill the promise and the daughter would demand performance, though the mother might object by stating "you do not even want it" and so forth, the promisee could just respond: "you promised." The second reason is that, I assume, a promisee's claim for performance precedes their own interests or desires. That is, when one person makes a valid promise to another, that gives the promisee a

⁵⁶ Scanlon 219

claim against the promisor, regardless of whether the promisee wants the promise to be fulfilled or not. Though the promisee's interests or desires might affect the strength of the claim, the promisee has a claim regardless of whether they want the promised act to be fulfilled or not.

IV. Beginning a New Account

Building on my objections to the two previous accounts, in this section, I put forward my own view of promising. In particular, I offer my view, show how my view applies to the trouble cases so far, and address some of the outstanding questions regarding my view.

4.1 Promising as Claim-Based Reasons & Inviting Trust

After considering the various views of promising, including the two I have objected thus far, I propose my view that is loosely inspired by other accounts of promising:⁵⁷

Claim-based reason: In every case of promising, A has a claimed-based reason. More precisely, A uttering "I promise" to ϕ to B A ought to have a claim-based reason R^* to ϕ just in case (i) A's utterance is a valid promise; (ii) A utters "I promise" or its synonyms that gives the B a promissory claim against A to ϕ ,⁵⁸ (iii) the claim generates a reason, R^* , A ought to have; and (iv) the strength of R^* is at least in part determined by B's interests or desires, which can be independent of A's interests or desires.

⁵⁷ My view is mainly inspired by two views. The first is David Owens' account of promising where promising is exercising a normative power, particularly putting oneself under an obligation to perform the promised act (Owens 408). My view is different in that I am unsure promising is an exercise of a normative power and particularly how, on Owen's account, being under such an obligation it involves excluding certain considerations from a promisor's practical deliberation in virtue of being under the promisee's authority (Owens 417-421; 427-428). The second is obviously S&F's trust view. I use their view as a sort of error theory and a way to highlight some of the interesting features of promising, even if inviting trust is not present in all cases of promising, like Sewing.

⁵⁸ As I suggest in my response to the second objection to my account, explaining exactly what a promissory claim is will likely a further investigation into promissory conventions and how promissory claims might differ from other sorts of claims (e.g. betraying another's trust, etc.)

Inviting trust: In many but not all cases of promising, A invites B to trust that A will ϕ . In particular in many cases of promising, at T1, A invites B to trust at A will ϕ at T2 just in case (i) at T1, A invites B to believe that A will ϕ ; (ii) at T1, B is depending on A to ϕ ; and (iii) at T1, A invites B to believe A will ϕ based on B's dependence on A.

Consider how this theory would apply to our two earlier cases:

Grocery: Imagine Ally and Bob are roommates. Ally enjoys a bottle of wine after getting home from work, but she forgot to pick one up during her grocery shopping. She calls Bob and asks if he can pick up a bottle for her. Bob promises he will.

Sewing: I am indifferent toward receiving my mother's sewing machine. My mom has insisted time and again that she is going to send it to me. I do not really care one way or the other. Nonetheless, she promises to send me the machine, and I accept or at the very least do not reject her promise.

According to my account above, in both cases, the promisee has a claim against the promisor, and this claim gives the promisor a claim-based reason to keep their promise or at least a reason they ought to have. For example, in Grocery and Sewing, by making a valid promise, and assuming the promisor utters "I promise," the promisee has a claim against the promisor for performance, and this claim generates a reason the promisor at least ought to have for keeping their promise. Moreover, depending on how Grocery is fleshed out, particularly whether the promisee is depending on the promisor, the promisor might be inviting the promisee to trust their character to do something.

The motivation for my view is two-fold. First, it avoids the problems that plagued Woods and S&F. Unlike Woods' account that involved a desire to avoid being blame-labile, a claim-based reason at least has the capacity to be influenced by the promisee's interests independent of the promisor's interests or desires. After all, as (iv) in claim-based reason states, the strength of

the reason is at least in part determined by the promisee's desires or interests. In addition, unlike S&F, a claim-based reason still provides a promissory reason (and promissory obligation) in Sewing. After all, since the promisor makes a valid promise and utters "I promise," the promisee has a claim against the promisor which, according to my account, generates a claim-based reason the promisor ought to have for keeping their promise.

Second, though I do not think inviting trust is necessary or sufficient for a promissory obligation, it seems fairly common in promising, and in addition to offering an error theory, which I describe further in response to the first objection below, it has some useful resources to explain features that are common to many cases of promising.⁵⁹ For example, generally, when someone breaks a promise to you, you feel distinctively wronged, not just perhaps because you have a claim against them for performance. Rather, you feel let down or betrayed. Inviting trust accounts have a nice way of explaining this sense of being let down or feeling of betrayal. Namely, when you invite someone to trust you will do something, there is a sort of recognition of dependence: the promisor recognizes the promisee is depending on them, and the promisee recognizes that the promisor recognizes this dependence. Assuming the promisor does not have an adequate excuse, a significant wrong in those cases is that, by failing to fulfill the promise, the promisor betrays the promisee by dismissing the promisee's dependence on them.

Admittedly, there are many outstanding questions my account needs to address. Here is a brief list of some of those questions:

- (a)* Is the locution "I promise" or its synonyms, like "Yo promesa" in Spanish, necessary to generate a promissory reason or promissory obligation?

⁵⁹ S&F describe many of the virtues of their account, particularly how breaking a promise can be a betrayal of trust (2011: 280) and the "second-personal" character of promissory obligation" (2011: 282).

(b)* What are the validity conditions of a promise? For example, are immoral promises valid, and what about cases of coercion?

(c)* In what sense does A invite B to trust A to ϕ , and how is that different than merely expressing an intention ϕ ?

(d)* In virtue of what does the promisee have a claim against the promisor for performance? Is it, for example, in virtue of convention, exercising a normative power, offering assurance, or something else?

Given the space that would be needed to address these questions above fully, I will only sketch an answer to one of them: namely, (a)*. On my account, contra much of the literature,⁶⁰ one makes a promise or has a promissory reason only if they utter the locution “I promise” or its synonyms, such as “Yo promesa” in Spanish. For example, in the Soccer Game, if Daisy’s father has not uttered “I promise,” Daisy’s father has not made a promise, even if he says something like “Trust me, I’ll be there.”

I have two reasons for claiming a promise requires the locution “I promise” or its synonyms. First, as I suggested in my criticism of S&F’s account, once one allows non-promising locutions to be promises, it becomes quite difficult to draw the line between a promise, an expression of intention, a request, and the like. Second, the second feature of my account gives a sort of error theory or explanation of why it seems like promises can be made without using the locution “I promise.” In essence, we error when we have the intuition that in a certain case of promising has a salient feature (e.g., an invitation to trust) and generalize from that to infer all cases of promising have that feature. However, my suggestion is that we are misidentifying; we have an intuition that a certain case is promising, and we think the feature

⁶⁰ Scanlon and S&F, for example, seem to think one can make a promise by not uttering the locution “I promise” or its synonyms (Scanlon 211; S&F 2011: 280).

present in that case is common to all cases of promising. However, as is the case with inviting trust, particularly as shown by Sewing, it might be a feature present in some cases of promising but not all.

Despite my reasons in favor of requiring that promises use “I promise” or its synonyms, an opponent of my view might have at least two objections. The first objection one might have is simply retorting, surely, we can promise without using the locution “I promise.” After all, consider the following case:

Mowing: I tell you “I will mow the lawn.” I intend the utterance to be a promise; you recognize my intention to use the utterance as a promise; I recognize your recognition of my intention to use it as a promise, and so forth.⁶¹

Even though I have not used the words “I promise” or its synonyms, surely I have still promised you I will mow the lawn. However, according to my account, since “I promise” or its synonyms are not used, there is no promissory obligation or promissory reasons generated.

I have two responses to this objection. First, even if one has the intuition that a promise is made in this case, after considering Sewing and even Woods’ No Expectation Promise, hopefully, it is clear that an intuition along with some plausible explanation of intuition is insufficient to explain promissory obligation. After all, the intuition that there is an obligation in a given case, like Mowing, might be identifying a feature relevant to that case but not a feature that is relevant to all cases of promising. For example, in Mowing, one might think that a sort of recognition of intentions explains what a promise is, but such recognition of intentions seems similar to Scanlon’s assurance account or creating an expectation in the promisee that the speaker will perform the act in question. However, as Woods showed earlier in No Expectation Promise,

⁶¹ I thank my advisor for bringing this case to my attention.

such a proposal cannot account for all cases of promising.⁶² Remember in No Expectation Promise I, an untrustworthy friend, might ask you for a small amount of money with the promise of returning the money, and given my track record, you might have no expectation that I return it. Nonetheless, despite not creating the expectation in you that I will keep the promise (or recognizing my utterance as a promise), it still seems as though I am in some sense bound or you have a claim against me to keep the promise. Thus, instead of assuming our intuition is correct that there is a promissory obligation in a given case, such as Mowing, and we have identified the feature of the case that explains why there is an obligation, such as providing assurance or intention recognition, perhaps we should be skeptical of our intuition that a promise is, in fact, made in such a case and skeptical we have identified the feature that makes it a case of promissory obligation.

Second, on my account, there is an error theory or explanation of why we think a promise or something like it is made in Mowing: though there might not be a promissory obligation, there is still an invitation of trust, and as such, it explains why the recipient could feel betrayed or aggrieved. For example, in Mowing, even though the speaker did not promise to mow the lawn, the speaker invited the recipient to trust that they would do so, and this invitation of trust can explain a way in which the recipient feels betrayed or aggrieved: you were depending on me to mow the lawn.

Unsatisfied, an opponent might push a second objection: even if the speaker has not promised in Mowing, surely the recipient has some sort of claim against the speaker, and if the recipient does, what distinguishes that claim from a promissory claim? For example, in Mowing,

⁶² Also, if one shares S&F intuitions about the earlier cases (i.e. the Soccer Game and the Job Offer), it seems like assurance cannot capture those cases either as I discussed earlier in the section where those cases were presented.

even if we assume that no promise was made, surely, in some sense, you have a claim against me that I mow the lawn.

Though to fully responding to this objection would require a much further investigation, particularly into (d)* or in virtue of what does the promisee have a claim against the promisor,⁶³ and I do not want to commit myself without doing that further investigation, I am inclined to think that the claim is generated in virtue of some sort of promising convention, and the features of this claim that arise from this convention help respond to the above objection. In particular, when we validly utter the words “I promise” and its synonyms (e.g. the promisor is not coerced), there is a convention that gives the recipient a claim against the speaker to perform the act promised and this claim has certain features. Some of these features seem to be the following:

F1: The claim can only be generated by using words like “I promise” or its synonyms like “Yo promesa” in Spanish.

F2: If it is a valid promise (e.g. no coercion), the promisee has a claim against the promisor regardless of their of the promisee’s intentions or dependence on the promisor.

F3: Only a promisee can release a promisor from the claim they have on the promisor.

F4: The claim can almost always be used to strengthen or deny the strength of one’s commitment.⁶⁴

⁶³ Admittedly, in order to fully answer the previous objection and even (a)* more generally, I think one has to answer (d)*, that is, in virtue of what does the promisee have a claim against the promisor. After all, if a promisee’s claim is generated by being assured, presumably one could assure (and therefore promise) without using the locution “I promise” or its synonyms.

⁶⁴ By uttering “I promise” or its synonyms, I can nearly always strengthen or deny the strength of my commitment. For example, if I say to my partner, “Trust me, I’ll be there.” My partner might want further reassurance, and I can give that reassurance or strengthen my commitment by stating “I promise.” Moreover, I can deny the strength of commitment as well. For example, as I have been insisting throughout the paper, the promisor can always deny the strength of commitment by stating something like “I did not promise.” For example, in Mowing, though you might feel aggrieved since I betrayed your trust or gave you false expectations, I can deny the strength of commitment by saying “I did not promise.”

Though there are likely other features of this claim, for our present purposes, F2 helps meet the second objection or distinguish a promissory claim from other sorts of claims, like a claim of trust. For example, assuming “Trust me, I will be there” even generates a claim for the trustee, presumably, trusting depends on the intentions or thoughts of the recipients, particularly that the trustee is depending on the other to do the thing the trustee entrusted them to do. However, as Sewing showed and F2 makes explicit, one can have a promissory claim or obligation without depending on the other. Thus, the difference between a claim that might arise from trust and a promissory claim is the former is generated based on the recipient's dependence whereas the latter is not generated based on the recipient's dependence.

Even though I do not expect my responses to fully address these concerns about a promise requiring the locution “I promise” or its synonyms, I hope they at least quell the concerns sufficiently to show that it is plausible to think that promising might require the locution “I promise” and that, in particular, my account has the resources to both explain why a promisor a claim based reason, particularly only in cases when they use the locution “I promise” and its synonyms that generate a promissory claim, and an error theory to explain why we think some non-promising locutions, like “Trust me, I will be there,” can be promises or promise-like.

Conclusion

Over the course of the three sections of this paper, I hope to have shown the three things. First, in section two, after explaining a motivation for Woods' account and the account itself, I argued that Woods' account gives the promisor the wrong sort of promissory reason, particularly because a desire to avoid being blame-labile lets the promisor's desires or interests wholly determine the strength of the promissory reasons. More precisely, a desire to avoid being blame-

liable is a promissory reason that is not able to be influenced by the promisee's desires or interests independent of the promisor's desires or interest. I argued this is a problem by appealing to Grocery and showing how a preferred definition of promissory reasons, namely Proposal 3, rules out the desire to avoid blame-liability as a promissory reason.

Second, in section three, after clarifying what S&F might mean by inviting trust, particularly how inviting trust is different than merely expressing an intention to do something, appealing to Sewing, I argued that S&F has trouble account for cases where, at the time of the promise, the promisee does not care about the promise being kept, but there is still a promissory obligation.

Finally, in section four, I advanced my own theory of promising that has two features: a claim-based reason and invitation of trust. After showing how the view applied to Grocery and Sewing, I addressed some of the outstanding questions regarding my view. In particular, I explained how, on my view, one can make a promise only if one utters the locution "I promise" or its synonyms that generate a promissory claim. I think this is a virtue of my view rather than a defect because it cleanly delineates promises from merely an expression of intention to do something and the like.

In the future, I hope to address some of the outstanding questions I listed in section four, including, for example, explaining in virtue of what a promisee has a claim against the promisor to keep the promise. Nonetheless, I hope to have at least made a plausible foundation for a new account of promising, and one that overcomes the problems that I claim plague Woods' and S&F's accounts respectively.

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