

Penultimate Draft
Scanlon's Promising Proposal and the Right Kind of Reasons to Believe¹

Mark van Roojen
University of Nebraska – Lincoln
(mvr1@earthlink.net)

. . . Here is a proposed analysis. When I say “I promise to be there at ten o’clock to help you,” the effect is the same as if I had said “I will be there at ten o’clock to help you. Trust me.” In either of these utterances I do several things. I claim to have a certain intention. I make this claim with the clear aim of getting you to believe 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 truly compelling reason for failing to appear). (T. M. Scanlon in “Promises and Practices, p. 211)

In a nutshell, the above paragraph gives Scanlon’s analysis of promising. His account of the obligation to keep promises contrasts with more traditional accounts that rely on promising’s status as a kind of social practice along with some sort of duty to support such practices. He suggests that the duty is better explained using a principle that governs actions broader than promising, Principle F:

If (1) A voluntarily and intentionally leads B to expect that A will do X (unless B consents to A’s not doing so); (2) A knows that B wants to be assured of this; (3)

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A acts with the aim of providing this assurance, and has good reason to believe that she has done so; (4) B knows that A has the beliefs and intentions just described; (5) A intends for B to know this, and knows that B does know it; and (6) B knows that A has this knowledge and intent, then, in the absence of special justification, A must do X unless B consents to X's not being done.²

Principle F can apply even if one has not made a promise. Promising, however, relies on Principle F in an especially tight way – it exploits Principle F to provide the assurance that triggers its application. In other words, mutual recognition by promisor and promisee of the force and relevance of principle F is necessary to the ability of promises to provide assurance to the promisee of the promisor's future compliance. One succeeds in promising (according to this account) if one gets another to feel so assured in virtue of believing that one is motivated not to violate the very obligation to follow through that Principle F codifies.

The resulting account gives us two sorts of explanation. First, it gives us an explanation of why, as we believe, we generally have an obligation to keep our promises unless released by the promisee. Second, it gives us a vindicating account of how the institution/practice of promising could arise without self-deception or irrationality. This second level of explanation relies on the first. It is because the actions involved in promising do in fact trigger the relevant obligation that it makes sense for us to make and abide by promises. Of course the second level depends on other claims as well, such as the assumption that people often enough comply with their obligations.

²Scanlon, (1990) p. 208. Principle F also makes an appearance in Scanlon (1998a) at 304, and in (1998b) at p. 245.

The two explanations together allow Scanlon to avoid relying on a more standard sort of justification for the keeping of promises – one which invokes an obligation to comply with, support or uphold going beneficial social practices.³ Such theories may be pure or hybrid; each sort requires there to be an existing social practice of promising to ground our obligations to keep promises. Pure social practice theorists ground our obligation to keep promises in the fact that there is a social practice of promising that enables us to get various benefits, including the benefits of compliance with promises, but also the benefits of assurance that something will be done. And they typically couple this with some normative principle requiring that one comply with just or useful social practices. Hybrid theorists, notably Kolodny and Wallace⁴, suggest that social practices have some such grounding role while also suggesting that our current obligations to keep promises get their normative force from something like Principle F in addition to such practice based justifications.

In support of their view Kolodny and Wallace (following Pratt, Anscombe, Warnock and Hume)⁵ have pressed a circularity objection against Scanlon's account. A person succeeds in promising only if she creates the expectation in clause (1) by getting the promisee to believe she will do what is expected because Principle F applies. But Principle F will apply only if the promisee has the required expectation. It thus looks like the person forming the expectation must already have that very expectation for her to be justified in coming to expect the promisor will

³Such as the accounts of promising in Rawls (1971) and Hume (1888).

⁴Kolodny and Wallace(2003) Kolodny and Wallace themselves draw on Pratt (2003).

⁵Anscombe (1978); Pratt (2003); Warnock (1971) 99-101; Hume (1888), Bk III, Part 2, ch.5.

do as promised because not doing so would violate Principle F. In the absence of that expectation a lack of follow through would not violate Principle F.

This line of argument can be used in support of pure social practice accounts, but Kolodny and Wallace employ it in support of a hybrid account, which grafts Scanlon's Principle-F based explanation of our obligation to keep promises onto a prior practice-based justification for keeping promises. Hybrid strategies, as I think of them, employ some other principle to underwrite the promisee's rational expectation that the promisor will follow through and then to bolster that expectation with reasoning employing Principle F. Kolodny and Wallace's particular suggestion is to use a practice-based principle to underwrite the initial expectation on the part of the promisee that the promisor will follow through. It does so by deploying a general obligation to do one's part to uphold just beneficial practices. However, once the practice-based expectation is in place Scanlonian reasoning can both reinforce the obligation to comply and the expectation that promisors will follow through. Since this suggestion relies on the status of promising as a social practice to get around the objection it would not allow Scanlon to escape reliance on practices at a fundamental level.

Somewhat ironically, the quotation at the start of this paper sets up Scanlon's own answer to objections of this ilk. The particular version is one pressed by Elizabeth Anscombe. Even so, many philosophers have found his reply wanting. Not only did Kolodny and Wallace write their critical paper after having read it, but others have followed them in thinking Scanlon's account problematic for this very reason. This seems to be the dominant view, although these things are hard to judge.⁶

⁶See, for example, Tognazzini (2007) pp. 209-213.

Dominant or not, I think the conclusion is mistaken. In this paper I will argue that any vicious circularity in Scanlon's account can be avoided without recourse to promising's status as a social practice or to any duty to comply with social practices from which one benefits. In fact I will argue that the quoted paragraph contains nearly everything needed to provide a satisfactory answer to the circularity objection. In service of that overall thesis I'll argue that the "circularity" objection really boils down to a right kinds of reasons objection⁷ employing assumptions about the right kinds of reasons for belief. And I'll argue that so construed the objection can be met because other perfectly respectable lines of reasoning would also run afoul of the assumptions leading to the objection. Along the way I'll note that there is also a circularity worry for the practice view – and one more troublesome than that leveled at Scanlon.

My paper has three main parts. In the first I note some advantages Scanlon's proposal has over its practice based competitor. In the second I discuss the Kolodny/Wallace objection and explain why it boils down to a right kinds of reasons objection. And then in the third part I provide some reasons for thinking that so construed, the objection can be overcome.

I. Some Advantages of Scanlon's Promising Proposal Over Practice Accounts.

The basic idea of Social Practice accounts is that we have some kind of duty to comport ourselves with just and/or mutually advantageous social practices. Coupling this with the uncontroversial assumption that the institution of the social practice of promising is generally beneficial, yields a duty to keep our promises. Rawls, for example, invokes a Principle of Fairness, which he believes obligates the voluntary beneficiaries of just social practices to do

⁷Readers may be familiar with such objections from the literature on the Kavka's Toxin puzzle or Pascal's wager. For those who aren't familiar I give an explication in section II below.

their fair share to support them by complying with the obligations such practices place on them.⁸ It wouldn't be hard to come up with other variants of such vindicating social practice theories of promising.⁹ Common to such theories will be the reliance on a certain kind of social fact – that there is a social practice of promising from which most/all benefit – to ground the duty to obey one's promises. This social fact then interacts with a general obligation to do one's part in supporting beneficial social institutions to generate the specific duty to keep the promise in question. For in promising the promisor gets a benefit from the social practice – being able to provide assurance to the promisee – thereby incurring an obligation to do his or her part to uphold that practice. If that's the justification for keeping promises, we would expect that all of us who are part of the practice and who do our bit to uphold it are equally in a position to complain when a promise is broken. The unfaithful promisor would be taking advantage of us to get a benefit without reciprocating. Relatedly, the expectation of apology for infractions would be generally shared, as would the right to forgive those who transgress.

As Scanlon (1990, p. 221) notes, this doesn't fit very well with our actual attitudes towards promising and towards transgressions of the duty to keep promises. The obligation to keep a promise seems directed toward the person to whom we make that promise. Though others can fairly criticize infractions, the promisee has special status. It is to her that performance is owed. And if the promisor is to be forgiven for breaking the promise, it is the promisee whose

⁸Rawls, (1971) pp. 344-50.

⁹In addition to Rawls, Scanlon cites Hume's *Treatise of Human Nature*, bk. III, Pt. 2, chap. 5 as using an ideal observer theory along with the thought that ideal observers would disapprove of defection from beneficial social practices to suggest a similar verdict with respect to breaking promises. It wouldn't be hard to come up with other variants of such practices accounts.

forgiveness matters, to whom apologies are owed, and to whom reparations must be made. The rest of us may judge the transgressor harshly, remonstrate with him about following through, and blame him but we cannot take over that role from the promisee.

Scanlon's account is better placed to explain this feature of the obligation to keep promises. Principle F itself is a duty we would naturally think of as directed towards those whose expectations we raise. In the particular transaction that creates assurance there are two parties whose concerns and interests are of focal concern – the person who for whatever reason wants to provide assurance, and the person who wants and seeks it.¹⁰ When the assurance provider fails to do as expected that will presumably be because his interests are better served by not following through. So he has nothing to complain about. But the interests of the recipient will not normally have been taken into account – if they were she would presumably have been willing to release the assurance provider of the obligation to follow through.¹¹ Thus it is no surprise that Scanlon's Principle F-based rationale fits well with the directed nature of promising.

This gives his theory an explanatory advantage over purely practice based accounts of promising. And that is one reason why Kolodny and Wallace find their hybrid proposal attractive; insofar as hybrid accounts include Principle F in the basis for complete promissory obligations, they can explain the special status of promisees.

But there is another advantage that the Principle F-based account has over its practice-based rivals, and this is one that hybridization won't mitigate. Practice-based accounts are

¹⁰I'm speaking here of assurer and recipients rather than promisors and promisees because, as noted earlier, principle F can generate obligations even when no promise is made.

¹¹Complications involving the dead and absent are fully noted; it might be worth adding some clause about when we know they would release us to Principle F.

subject to a particular circularity or regress worry of their own, one that hybridization won't defuse. They require that there in fact be an existing social practice that one fails to support when one breaks one's promises. While different social practice theories vary as to the exact nature of the normative requirement, they all rely on a previously existing social practice to get off the ground. Rawls invoked something like a duty of fairness not to free-ride on the efforts of others in creating a generally beneficial social practice.¹² Hume seems to invoke general benevolence to underwrite impartial disapproval of activities that might undermine useful social practices.¹³ But these diverse normative principles all require an actual social practice already in place to generate an obligation in a particular case. You aren't free-riding on the efforts of others if there is no socially created practice of promising on which the success in providing assurance depends. And you aren't undermining a useful social practice in the absence of an actual practice of the sort we are trying to explain and rationalize. As far as I can see, this can't be fixed by tweaking the relevant obligations to apply to possible but not actual social practices. You won't be free-riding if you don't take what would be the first of many steps towards creating a useful practice, at least in the absence of an agreement to create such a practice. And it isn't obvious why disinterested benevolence would motivate us to disapprove of someone who doesn't take steps that would be part of a useful practice if only there only was such a practice.

So far as I can tell, that leaves the advocates the option of first giving a non-vindicating account of the origins of the practice of promising and then arguing that once it is in place, we have good reason to comply because now that the practice is up and running it creates an

¹²Rawls (1971) pp. 344 ff..

¹³Hume (1888) pp. 516-22.

obligation that did not previously bind those who made promises. Lucky for us, enough previous promisors mistakenly thought themselves bound that we can now say there is an existing social practice of providing assurance by making promises. And now given that fact, we for the first time have an obligation to keep the promises we make. This isn't an incoherent story, but it does give us reason to be curious about how the previous participants got themselves confused enough to keep their promises in the absence of any obligation to do so.¹⁴

It is a virtue of the Scanlonian account of promising that it requires no such error-theoretic story. And that is because his account puts no requirements on the past. Reasons for accepting and keeping a promise are grounded entirely contemporaneous with and subsequent to the promising itself. As a result it doesn't require promising already to exist before one can succeed in making a binding promise.¹⁵

Could a Kolodny and Wallace style hybrid theory employing Principle F get around this sort of circularity worry? Not without giving up their solution to the other circularity objection – the one which they press against Scanlon and which motivates their own account in the first place. Kolodny and Wallace accept the hybrid proposal precisely because they think there must a

¹⁴The worry is particularly pressing for Kolodny and Wallace, who write, “In promising, one signals one’s recognition of a moral obligation not to undermine or exploit not merely some social practice of agreement making, but specifically the social practice of promising: the practice that consists in participants’ signaling that they adhere to a policy of fidelity because they recognize moral obligations to adhere to the policy.”(123) This rules out explaining the genesis of promising by piggybacking it on a distinct but similar practice.

They go on to consider a charge of bootstrapping related to my worry. But their answer really only speaks to reasons why we might continue with such a practice once it is in place – something I concede they can provide.

¹⁵Ulrike Heuer (2012) attributes a circularity objection to David Owens’s in a forthcoming book on promising. Owens’s objection as outlined by Heuer seems to involve the same worries I am explicating here.

Principle F-independent ground for the expectation that promises will be kept before principle F can be invoked. And they employ the standard social practice account to provide that prior expectation. If that account is itself unable to provide a reason for the expectation in the absence of a pre-existing social practice, it won't do the work of filling the alleged need to provide a Principle F-independent reason for the expectation. And if hybridizing the social practice account with principle F enables that account to provide a vindicating story of the genesis of the social practices on which the social-practice based expectation relies, the Principle F-based story should have been sufficient on its own.

II. The Circularity Objection is a Right Kinds of Reasons for Belief Objection.

As I already noted, whatever circularity there may be in Scanlon's account, it isn't the kind of circularity that generates an infinite regress in time. Rather the circularity, if there is any, is logical. One's reasons to keep a promise depend on another's reasons to expect one to keep the promise, and yet that other person's reasons in turn depend on your having reason to keep the very promise in question. Kolodny and Wallace put the objection thus:

- (a) In order for B to be assured—by appeal to F, in the way in which Scanlon describes—that A will do X, A must first be obligated by F to do X.
- (b) In order for A to be obligated by F to do X, condition (1) of F must first be satisfied.
- © In order for condition (1) of F to be satisfied, B must first be assured that A will do X.
- (d) In order for B to be assured—by appeal to F, in the way in which Scanlon describes—that A will do X, B must first be assured—by some other means—that A will do X. (Kolodny & Wallace, pp. 131- 132)

It is easy to see how this sets up Kolodny and Wallace's hybrid solution to the problem; practice-

based reasons can provide assurance by another means.

Several of the premises in this argument and the conclusion make claims about what must ‘first’ obtain for a person to succeed in providing assurance by employing Principle F. But nothing in Principle F requires any kind of temporal priority so long as all of its clauses are simultaneously satisfied. Nor is there anything built into using Principle F to generate assurance that requires temporal priority as opposed to contemporaneous mutual recognition that the promisor has met the conditions of Principle F and thereby obligated herself. The alleged regress must involve a different worry.

The real worry is that being assured is a kind of cognitive attitude, one that has to be based on evidence to be well-grounded. It will only be well-grounded if there is some basis for thinking the expectation – that is the belief that the promisor will follow through – is justified. Promising is supposed to ground that belief in the thought that the promisor would be running afoul of Principle F if she does not keep the promise. But for that to be so, the promisee needs to have the expectation – that is the belief that the promisor will follow through. What we have then, seems to be a belief that is justified only if it is accepted. And the worry is that rational belief requires awareness of the justification to be rational, a justification that won’t be assured until the promisee believes the proposition in need of justification.

The point here is one about justification. As Kolodny and Wallace nicely put it the challenge is, “Can an account of the obligation of fidelity spell out clearly the conditions that trigger that obligation, and would the obligation survive under explicit awareness on the part of both promisors and promisees of the conditions that provide its basis?” (p. 134) Understood in this way, it won’t be an answer to point out that so long as the promisee fools the promisor into

thinking that she believes the promisor will follow through, she will have a reason to expect follow through. Nor would it be an answer to point out that if the promisee mistakenly and irrationally comes to believe that the promisor will follow through, Principle F will trigger an obligation. So we need to think about whether the promisee's expectation can be justified without someone making an error. And that requires asking whether the promisee can have the right kind of reason to believe that the promisor will follow through where that reason invokes Principle F.

III. Does the Promisee Have the Right Kind of Reason to Believe?

To put the objection most sharply, someone who doubts that the promisee has the right kind of reason to believe might liken the belief in question to some sort of wishful thinking. It cannot, the objectors might say, be a reason to believe that the promisor will follow through that it would serve my purposes – the purposes of securing a binding promise – that I believe the promisor will. Our desires shouldn't be able to make rational a belief that would not be rational in their absence. As Nishi Shah among others has noted, reasons for belief must be such as to make sense of our taking these reasons as relevant to determining whether the belief in question is true.¹⁶ Believing something just because we would like it to be true is not that kind of reason.

A. Is This Kind of Reasoning Compatible With Believing the Conclusion Non-accidentally True?

We should note, however, that the situations is unusual in one important respect. The promisee is deciding whether to believe that the promisor will do as suggested on the basis of her coming to have that very belief. Absent worries about the promisor's good intentions, the belief

¹⁶Shah (2003).

will be true if she comes to have it (at least if she's right about the other conditions she is in). And the promisee and promisor are in a position to know this. A principle of belief adoption which allowed one to believe such self-validating contents would thus be reliable in the sense that it would not lead one to adopt false beliefs. That by itself does not tell us whether the promisee has the right kind of reason to believe the proposition in question, but it does reduce the urgency of the worry at least to this extent. Forming beliefs in this way won't lead us away from the truth.

In the remainder of this paper I will in effect be arguing that the reasoning in question is not really a form of wishful thinking or even relevantly like it. The promisee is not forming the belief that the promisor will follow through *just* because she wants it to be true, even though the fact that she wants it to be true enters into her reasoning in a certain way. I will pursue the issue by looking at other sorts of reasoning that have a similar structure to that involved in generating the objection here.

B. Reasons for Optimism

1. A real life example:

I finished graduate school and took my present job before cellular phones were widely available at a reasonable price. Jennifer and I packed all of our belongings into the largest U-Haul truck available, filling it to the point that it sagged on its suspension. We drove West out of New Jersey to Nebraska, with a stop in Illinois where my parents lived. In Illinois we picked up an old Renault sedan which my parents no longer wanted since Jenny and I did not own a car. I drove the van and Jenny followed in the Renault. Since I knew the route, Jenny was planning just to follow the large and hard to miss truck. Many miles from my parent's house and probably

long before I realized it, Jenny discovered that we had become separated. At some point I also came to that realization.

We each stopped to ponder our predicaments and each eventually figured out that it would make the most sense to call my parents at their home which we had left earlier in the day. We called them about 5 minutes apart and we were then able to pass messages along to one another. Using this method we were able to coordinate a meeting and to continue on our way as planned.

I believe Jenny and I were correct to think it made sense to call my parents as a strategy for getting reconnected. But its making sense depended on further beliefs that we each had, among them the belief that each of us had that the other was going to call my parents because that is what it made sense to do. It would have been no use calling my folks if they weren't going to have a way of communicating with Jenny. And they weren't going to have that unless she called them. I believed she would call them because it would make sense for her to call if she believed that I was going to do so as well. So it looked like each of us formed the belief that the other would call, based on an inference from a thought about what the other could reasonably believe. And the belief we each thought it reasonable for the other to have itself depended on the a belief which would only be reasonable if that very belief was true. That's just the feature that is somewhat troubling about the promisee's belief that the promisor will follow through in Scanlon's account of promising.

2. Game Theoretic Parallels:

The driving story I just told is an instance of a kind of problem/situation that has received a lot of attention in the decision theory and game theory literature. The situation Jennifer and I

were in is structurally similar to that of players in a coordination game invented by Thomas Schelling:

You are to meet in New York City. You have not been instructed where to meet; you have not prior understanding with the person on where to meet; and you cannot communicate with each other. You are simply told that you will have to guess where to meet and that he is being told the same thing and that you will just have to make your guesses coincide. (Schelling, 1960, p. 56)

A majority of test subjects who played this game in 1960 chose Grand Central Station as the place to meet. If they were asked also to converge on a time, noon was the dominant choice. (Schelling, p. 55, fn. 1) Schelling called the salient coordination points “focal points”, and argued that for many such coordination games and in their real-life analogues sufficiently creative individuals could reasonably form hypotheses about focal points that would attract attention from a cooperating partner.

What is important for my purposes is that these choices seem rational and that the rationality of the choices depend on the rationality of cognitive states the players might adopt. It is reasonable for a player to expect other players to choose a certain strategy on the assumption that it is reasonable for that player him or herself to choose a complementary strategy. But at the same time, it may be reasonable for a given player to choose that complementary strategy only if she correctly predicts that the other player will choose its complement. Here we seem to have a prediction about another party’s response to a prediction about that very judgement, where the rationality of each state of mind reflexively depends on the rationality of what the other party believes and does. And that is the same feature that raised issues for Scanlon’s account. If the jointly cooperative coordination point can be reasonably predicted by a player in this game, there might in principle be nothing wrong with the kind of reflexivity involved in Scanlon’s account of

promising.

Someone might resist my use of these examples by pointing out that the rationality of choosing such a focal point doesn't really depend on a full belief that one's partner will converge on the same point. All you really need to think is that the point in question is the most likely, or among the most likely places to meet. Or perhaps, the objection might go, you don't even need a belief that it is more likely so long as one's own credence that they will choose the relevant focal point is higher than one's credence in their choosing any other alternative. I don't think that this changes the moral of the story. The rationality of the choice in these cases still depends on what cognitive states it is rational to form in the circumstances in question. I only have reason to raise my credence in my partner's going to Grand Central Station if I can rationally expect her to raise her credence in my coming to raise my credence in that very hypothesis. Credences, beliefs about probability, and beliefs about relative probability are all cognitive states. If a putative reason is the wrong kind to support belief – including beliefs about probability – it should also be of the wrong kind to support raising one's credence.

C. Lessons From Cooperation and Focal Points

At this level of abstraction, such cooperative games give us grounds for optimism – but we'd like more than that. It would be helpful to be able to note some features focal point reasoning and promising have in common. As it happens there are several important similarities. Firstly, both sorts of reasoning mostly rely on being able to reason about how the other party will reason, and not so much on empirical information to the effect that the other party has reasoned in that way. Secondly, the parties have a common goal, meeting in one case, assuring the promisee in the other. Thirdly, the parties can each reason to a series of actions and intentions

which will yield an optimal result for both of them. Fourthly, each course of reasoning involves a self-reinforcing feedback loop such that increased confidence in one's expectation that the other will take a jointly beneficial course of action bolsters one's rational confidence in one's grounds for having that level of confidence.

In the paradigm cooperative games parties are not in a position to communicate with one another. This means, I think, that the actual credence of one party in some claim about what the other party will do does not enter directly into making the other parties expectations and actions rationally permissible. What matters for the justification of one party's expectations and beliefs is what they can rationally think the other party will do and believe given what is common knowledge between the parties.¹⁷ So in these cases, it isn't my coming to believe that my partner will go to Grand Central Station that makes it rational for her to go there, it is her believing that it is rational for me to believe that, and her thought that I will likely do and believe what it is rational for me to do and believe. This may to some extent defuse the worry that the parties' reasoning involves illegitimate bootstrapping; the rationality of my belief does not depend on my believing it. Rather it depends on the features of the situation that make it rational for my partner to believe that it is rational for me to believe it. So it is also for the promisor and promisee once a promise has been made. Let me name the promisor Olga and the promisee Emma for ease of explication of this and subsequent points. Emma's reason to expect follow through from Olga is based in part on Emma's own reasons to think that Olga has reasons to think that Emma herself will rationally expect the promisor to follow through. Emma need not have additional information to the effect that Olga has made the relevant inferences.

¹⁷Robert Sugden, "A Theory of Focal Points." *Economic Journal*, 105 (1995) 533–50.

The second and third similarities are straightforward. Emma and Olga each would like to do what's needed to see that Emma has assurance of Olga's future follow through and they can both see what it would take from each of them to provide that assurance. The fourth commonality is also present in the promising case – once Emma has some reason to think that Olga will follow through that reason feeds back to provide more reason for Olga to follow through and more reason for the Emma to expect that Olga will.

These similarities provide us clues as to how the relevantly similar beliefs can be justified where promising is at issue. Given the positive feedback loop of support we need only a relatively weak reason to form an expectation to get the process of reasoning started. Just as in 1960 the salience of Grand Central Station provided an initially weak reason to think one's partner would try to meet there, we need only an initially weak reason to think the promisor might do as promised. Both parties, if they think things through, can see what is needed to achieve their common goals. The promisee wishes to be assured that the promisor will do the action or actions that are the subject of the promise. The promisor wants to assure the promisee of just that as well. They can also both see that if they can jointly generate a rationally grounded expectation of the promisee that the promisor will do as promised, Principle F will generate grounds to expect just that. Thus they can see generating the conditions that trigger Principle F as an optimal joint strategy for providing the assurance they both want.

As it happens, Olga is best placed to provide Emma the needed weak reason to expect Olga to do what they both wish to assure Emma that Olga will do. Olga can just to decide to do whatever it is that she intends to promise to do and to communicate the intention to do it to Emma. Assuming that background norms of veracity are in play, that communication will

generate some reason to expect the Olga to do as she intends. And the expectation can be strengthened if Olga further communicates that the intention in question is not the sort that she is likely to reconsider.

That will, in turn, plausibly put Olga in the domain governed by Principle F, at least if the expectations Principle F invokes include credal states short of full belief. And, consistent with its spirit it should cover such states of mind. The reasons it would be wrong to lead someone to fully expect one to do something and then not follow through, are of a piece with the reasons it would be wrong to lead them to a similar merely probably expectation and then not follow through. Perhaps that strength of these reasons varies with the strength of the reasons given to form the underlying expectation. But the reasons need not be conclusive to make Principle F relevant. Once it is relevant that relevance will give a promisor like Olga yet more reason to do what she intended and communicated to the promisee. And that itself will be yet more reason for Emma to expect her to follow through. Thus once the promisee has some reasonable confidence that the promisor will follow through, the promisor has a Principle F-based reason to do what she said she would, and we have our needed positive feedback.

I don't see anything wrong with this story as one way to get the promise off the ground.¹⁸

¹⁸Some readers might worry that deciding to do what the promisee wants in order to trigger the promissory obligation is the wrong kind of reason to intend to do an action, perhaps because they buy into Parfit's state-based/object-based distinction as drawing the line for the right kinds of reason to intend. (See, for example, Parfit, 2001) Or perhaps they just think the upshot of the toxin puzzle (Kavka, 1983) is that reasons to intend must always be reasons to do the action in question. I'm not persuaded for two reasons. (1) There are good reasons to doubt this as an account of the relevant distinction. (See Schroeder, 2012) And, in any case, the promisor likely has plenty of good reason to do the action she wishes to promise to do. One such reason is that the promisee wishes the promisor to do that action. There is more to say here, but I think these materials suggest a successful strategy to avoid this line of objection. I thank Howard Nye for raising it.

But it is worth noting how this is similar and yet different from Kolodny and Wallace's hybrid strategy.¹⁹ Like their account, the present suggestion starts with a reason on the part of the promisor to follow through and do the action of the sort that he promises he'll do which is not itself rooted in Principle F. Where they use a social practice based expectation I invoke an expectation grounded in a norm of veracity. This reason then creates a reason to expect the promisor to do what the promisee is hoping he'll do and that fact then creates the Principle F-based reason to do as promised. But unlike the practice-based reason that triggers Principle F according to Kolodny and Wallace, the reason here requires no Principle F-independent obligation to do what the promisor promises. Norms of veracity generate obligations to say what one believes to be true, but not an obligation to make true what one says.²⁰

There is one more thing to learn from the game theoretic parallel. There need be no independent decision to do as one will promise to do prior to making the promise itself. In coordination games it doesn't seem that we really need to generate the different steps which ground the expectation that we and our partner will wind up at a focal point in any particular temporal order. In other words, we don't have first to form some small expectation that our partner will head to Grand Central Station, note that this gives us some reason to go to Grand Central ourselves, go on from there to note that this in turn gives our partner more reason to go there, raise our expectation, and so on. We can all at once, as it were, grasp that the optimal joint strategy is to go to Grand Central and this line of reasoning terminates with an expectation that

¹⁹Matt Bedke helped me notice this.

²⁰Kolodny and Wallace (pp. 146 ff.) themselves argue this in an attempt to show that such a norm cannot do the work Scanlon would need it to do.

one's partner will go there and an intention to go there oneself. There seems to be nothing irrational in that kind of immediate response to the structure of the situation.

If you can already see that a process of good reasoning will lead to a certain conclusion that is itself a reason to endorse that conclusion. Weak and therefore plausible reflection principles on individual reasoning endorse this claim.²¹ Things don't seem to be much different where two people who trust each other to answer to reasons are concerned. That might suggest something like the following for joint deliberation:

If (1) two parties are going through a mutually recognized process of practical reasoning that depends on each recognizing and responding to the other's reasons at various stages, and if (2) they both see that rational error free continuation of that reasoning will lead to certain beliefs and intentions on each party's part, then they can each rationally move directly to those beliefs and intentions.

In the focal point reasoning highlighted in Shelling's examples this seems like the right thing to think, and it has some attraction as a more general claim. Similarly with our promising example. If two people A and B can see that A by communicating an intention to Φ will give B reason to raise her expectation that A will Φ , and that this very expectation will make Principle F generate a further reason for A to Φ and B to expect A to Φ , and A does in fact communicate the intention to Φ to B, then B has reason to conclude that A will Φ , and A has reason to expect B to conclude just that. Both parties can reasonably come to the relevant judgements and intentions all at once, without need for any temporally prior step. A promise need involve no more than its reflexively recognized expression to generate the relevant reasons to believe and to act.

IV. A Worry and a Reply:

You might be worried that the argument shows too much. If a statement of intention can

²¹ For discussion of some variants, see Briggs (2009).

be ratcheted up into a promise by the applicability of Principle F, what is to stop every similar statement about one's future conduct to obligate on to follow through? I leave the house telling you I'm going to the hardware store only to realize half way there that the store doesn't carry the parts I need. Instead I will have to get them at the auto parts shop. But I've raised your expectation that I will go to the hardware store, so now Principle F requires me to follow through. I've inadvertently promised I'm going to the hardware store so now I must go. That's crazy!²²

It is crazy and not a consequence either of Scanlon's original explanation or of anything I've claimed in the course of arguing that it eludes the circularity objection. Principle F already includes clauses to distinguish promising from such a situation. You probably weren't hoping to be assured that I was going to the hardware store, and if you were I probably didn't know it. And even if you did want that and I did know it, I normally would not have said what I did *in order to* provide assurance that I would go there. Principle F is thus normally not applicable.

But suppose I did say it in order to provide you with such assurance. Principle F may then give me a reason to go to the store. But that won't yet make my statement of intention into a promise to go there. Promises are distinguished from other Principle F-triggering grounds by their exploitation of principle F in providing that assurance. So if I figured only that you would be assured in virtue of my veracity and the likelihood that I knew where I was going, and not in virtue of thinking that Principle F would constrain me to follow through, I have not yet made a promise. If I was aiming to provide you with desired assurance I might still have incurred an obligation even though that won't be enough to have incurred it by promising. But that result is

²²Thanks to Stephen White for raising this objection.

not all that crazy. Ordinary statements of intention will not generate similar obligations so we need not worry about inadvertently promising or creating Principle F-based obligations.

Conclusion

The main point of this paper has been to assess the robustness of Scanlon's account of promising in the face of a circularity objection pushed most forcefully against him by Kolodny and Wallace. I've argued that the right way of construing the objection is as an objection to the reasoning that a promisee might go through in coming to expect a promisor to follow through with what is promised. In particular, I have argued that we should construe it as a complaint that the promisee's reasoning is of the wrong sort to support belief or similar cognitive states. From there I've shown that promising as conceived of by Scanlon shares many features with other perfectly alright forms of practical reasoning also involving the expectation that a cooperating partner will act in some particular way. And I have argued that the shared features vindicate the reasoning involved as being of the right sort.

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