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## A SIMPLE THEORY OF PROMISING

Why do human beings make and accept promises? What human interest is served by this procedure? Many hold that promising serves what I shall call an *information interest*, an interest in information about what will happen. And they hold that human beings ought to keep their promises because breaches of promise threaten this interest. On this view human beings take promises seriously because we want correct information about how other human beings are going to act. Some such view is taken for granted by most philosophical accounts of promissory obligation.<sup>1</sup> I agree that human beings do want such information and that they often get it by accepting promises. But I doubt that promising exists *because* it serves this information interest.

I shall argue that promising exists because, at least when it comes to each other's actions, human beings often have what might be called an *authority interest*: I often want it to be the case that I, rather than you, have the authority to determine what *you* do.<sup>2</sup> If you promise me a lift home, this promise gives me the right to require you to drive me home; in that sense, it puts me in authority over you. So much is obvious. What I claim is that human beings often want such authority for its own sake (not just to facilitate prediction or co-ordination). I often have an interest in having the right to determine whether you'll give me a lift, over and above any interest I have in knowing what you (or we) will actually do. And I claim that promising exists because it serves this authority interest.

The authority interest theory is a simple theory of promising in that it explains why people can oblige others to do what they have promised to do by supposing that people have an interest in being able to impose obligations on others, an interest which morality serves and protects. A notable feature of this interest is that we need notions like 'right' and 'obligation' in order to characterise it. After all, it is an interest in having the right to impose an obligation. And that will worry moral theorists who hope to explain our rights against one another and our obligations towards one another in terms of our interests, where these interests can be specified without using such terms as 'right' and 'obligation'. If my conclusion is correct, these theorists must find some way of accounting for promissory obligation other than by appeal to our information interests.<sup>3</sup>

I don't doubt that many of the ethical norms governing human speech are adequately explained by our interest in having certain sorts of information.<sup>4</sup> For

example, one person can influence the beliefs of another by offering them testimony on a matter of mutual concern. Because the interests of others may be harmed by their having false beliefs about such matters, we are obliged to do what we can to prevent this harm. It is no mystery that morality concerns itself with such harms and their prevention and a theory which grounded promissory obligation on this information interest would render promising equally unmysterious.

But here lies a difficulty. If an information interest is what underlies both our promissory obligations and the obligations we undertake when we provide testimony, those obligations should take much the same form. They do not and this divergence suggests that promising and testifying serve rather different functions in human life. Our interest in authority smoothly explains this divergence given that this interest does not extend to belief. I don't want to be in command of either my own beliefs or the beliefs of others; I just want us to have the right beliefs (or beliefs which are likely to be right because they are well supported by evidence).<sup>5</sup> But when it comes to action, I want more. It's not enough that the right decisions should be taken. I want the right to decide. That is what a promise gives me and that is what makes promissory obligation so different from the obligations surrounding testimony.

### **Promising and Testifying**

There are at least two ways in which I can inform someone that I am going to do something. Typically, I tell someone what I am going to do by communicating an intention to do it but I can also convey this information by predicting that I will do it. So I can furnish you with information about whether I shall give you a lift either by communicating an intention or by making a prediction. Still there is something I can do by communicating an intention to give you a lift that I can never do by predicting that I shall give you a lift, namely commit myself to giving you a lift. If I merely predict that I shall give you a lift home, though I may have undertaken certain other obligations, I have not committed myself to giving you a lift home; only the communication of intention can take obligation all the way to the act. This is the first thing we need to explain. The second is the role played by choice in promissory obligation.

It is hard to say under exactly what circumstances the communication of an intention constitutes a promise. Clearly use of an idiom like 'I promise' or 'Trust me'

is often sufficient but, equally clearly, it is not always necessary. I may commit myself to giving you a lift simply by uttering ‘I will take you home’ in the right situation. But at least one thing can be said: I am not promising to take you home unless, in communicating an intention to take you home, I mean to undertake an obligation to take you home. One who undertakes a promissory obligation must intend to do so (and must do so by communicating that very intention, that is the intention to undertake an obligation).<sup>6</sup> As a result, though one can inadvertently communicate an intention (and thereby take on certain responsibilities unawares), one can’t inadvertently promise (and thereby take on the responsibility of performance unawares). By contrast, the sort of obligations that surround the giving of testimony may be taken on inadvertently.

There is a further difference between promissory and testimonial obligations. Promissory obligations are optional in that it is possible for the speaker to deliberately open up a gap between the communication of intention and the making of a promise simply by uttering certain words. I can make it the case that in communicating an intention, I undertake no obligation to execute it simply by adding ‘but I’m not promising’ or some such phrase. No such thing is true of the obligations surrounding the giving of testimony. I shall spend the rest of this section enlarging on and illustrating these points.

### *Prediction*

Let’s start by asking what obligations one takes on in making a prediction about one’s own behaviour. Suppose there is an anti-war demonstration tomorrow and you are trying to persuade me to participate. My attitude is this: as of now, it seems to me that the war is wrong and that the matter is of sufficient importance for me to give up my Saturday morning to the demo. However, I am reluctant to make a final judgement about whether to join the demo. Each day the newspapers contain new information relevant to my assessment of the war, information that might affect my decision. You have hired a coach to take a party to the demo and want to know whether you should reserve a seat on it for me. In reply to your requests for a decision, I say this: “Since it is already Friday, its pretty unlikely that I’ll change my mind after reading tomorrow’s newspapers, so I predict that I’ll be there and it would be reasonable for

you to rely on this prediction and allocate me a seat on the coach: however I have not yet finally decided to go.”

What obligations lie on those who make such statements? Firstly, I ought not to deliberately mislead you. If I have no interest in the war and I’m aiming simply to get you off my back, I am in the wrong. Secondly, my prediction should be a reasonable one, given the evidence I have. Suppose amusing diversions are often arranged at the last minute for Saturday morning and I know that given the choice between such frivolities and a political action I always choose the frivolity. If I ignore this embarrassing fact in making the prediction then I am in the wrong, for I am getting you to rely on an obviously ill-grounded prediction. Thirdly, should Saturday morning’s newspapers convince me that the war is in fact justified, I have a duty to warn you that I shan’t be there and thereby give you the chance to fill the empty seat.<sup>7</sup>

This list of obligations may well be incomplete and it is certainly underspecified (e.g. how much trouble must I take to warn of my impending absence?) but the general idea is clear. It is often harmful to others to have false expectations about how I am going to behave and so I have some obligation to ensure that this does not happen by making only well grounded predictions about my future behaviour and warning them when these predictions are likely to be falsified. Nor is this true only of predictions about my own future behaviour. People have an interest in knowing the truth about all sorts of matters – past, present and future – and they may rely on such information in planning their own activities. The obligations which lie on me when I make predictions about my own behaviour are just those which I am under whenever I give someone testimony on a matter of importance to them.

These testimony-obligations are chosen in the sense that it is up to me whether I raise expectations by making assertions. Yet they are not chosen in any other way. By freely making assertions and thereby raising expectations, I have taken on these obligations whether I intended to or not. Suppose the audience I am addressing is openly incredulous and I make some fairly wild assertions, confident that they will not be believed. But I should have realised that my words would be overheard by more credulous people who would rely on them. Here I did not intend to put myself in a position where my careless assertions would wrong these people but that is what I have done.

Given that the assertor need not specifically choose to take on these testimonial obligations in order to incur them by influencing the expectations of

others, it is no surprise to discover that he can't choose to opt out of them simply by indicating that he wishes to opt out. The only way to evade these responsibilities is to retract or modify the original assertion in a way that lessens its likely impact on the beliefs of others. Adding "but don't take my word for it" to the statement "I'll be at the demo" will produce only puzzlement unless it is understood as a (partial?) retraction of the original testimony.<sup>8</sup>

### *Intention*

Turn now to intentions. I discover there is going to be a newspaper strike on Saturday so I am in a position to make up my mind on the Friday after all. I decide to attend the demo and announce this decision to you. Clearly, I am under an obligation not to mislead you either about what I intend or about the likelihood that I shall act as I intend. And I must take reasonable steps to warn you should I change my mind.

So long as I am simply communicating my present intentions, the relevant moral principles are the very ones which govern assertion.<sup>9</sup> But in communicating an intention I can go further. Sometimes, in communicating an intention to attend the demo I thereby commit myself to attending, I put myself under an obligation which cannot be discharged by a timely warning and which cannot be avoided just by pointing out that my original intention was both firm and sincere. Where I merely predict that I shall attend, I am not obliged to ensure that this prediction turns out to be true; should tomorrow's newspaper quite unexpectedly convince me the war is right, I have no duty to go on the march.<sup>10</sup> But if I communicated an intention to attend, things *may* be different. Whilst obligation goes all the way to the promised act, it falls short of the predicted fact.

This should strike the information interest theorist as rather surprising.<sup>11</sup> True, potential promisees have an interest in not being wrong about how promisors are going to behave but why can't this interest be served by a prediction as well as by a promise? And if this interest is as much at stake in the one case as in the other, why isn't the moral situation the same? The information interest theorist might at this point appeal to the interest the speaker has in not being obliged to make his assertions true: such an onerous obligation would simply discourage the provision of useful information and so be bad for everyone. This would indeed explain why we don't have it as a rule that if one tells someone else that p one is obliged to do what one can

to ensure that this prediction turns out to be true. But it hardly accounts for the fact that an expression of intention can (sometimes) commit one to perform whilst a mere prediction never does. After all, in predicting that you'll be at the demo because you are going to decide to attend the demo, you are representing the matter as being as much under your control as you are when you announce a decision to attend the demo. So why should it be any more of a burden to make this prediction true than to carry out a corresponding decision?

The information interest theorist might reply that in predicting a decision to attend, I'm leaving it open whether I shall actually attend, whilst in announcing a decision to attend, I am not leaving this possibility open. That is why I take on an obligation to attend in the latter case but not in the former. But what does 'leaving it open' mean here? It can't just mean that I have not actually made up my mind whether to attend, for the question at issue is why this fact should matter when it is already pretty certain that I will make up my mind to attend. Nor can it mean that I am not yet absolutely certain to attend: no one thinks it absolutely certain that I shall do something simply because I have decided to do it. No doubt my decision to attend makes it a bit more likely that I shall attend but it is hard to see why this should subject me to a wholly new kind of obligation. In the example under discussion, my prediction alone is enough to make it reasonable for you to keep a seat free; the further decision makes no obvious difference.

A prediction may give *more* security than a declaration of intention. Consider a case where I make a prediction about my own behaviour without representing this behaviour as being under my control. We have both been invited to a certain party tomorrow. You will enjoy the party very much provided I am not there and you come to me for an assurance that I will not attend. I give you this assurance not by declaring an intention to stay away but rather by telling you that though I'd love to go to the party, unfortunately my doctor has announced that I'll be in bed for the next 48 hours with the side effects of the vaccine he has just given me. You are relieved to learn that I shall be barred from attending, not by my fickle intentions but by hard medical fact. Still, should the doctor's information turn out to be incorrect, I would not be obliged to stay away from the party (though I might be obliged to give you some kind of warning of my presence). Yet had I given you the assurance you wanted by expressing the intention to stay away, I might well be under an obligation not to attend.<sup>12</sup>



How is the information interest theory to explain this? Again it is quite unclear why your interest in the fulfilment of my assurance should be affected by whether it took the form of a prediction or of an expression of intention. And it is equally unclear why my interest in not being committed to staying away from the party because I voluntarily announced that I would be unable to attend should be any greater than my interest in not being so constrained because I voluntarily announced that I had decided not to attend. The information interest theorist can explain why a firmer expression of intention or a more confident prediction should increase the responsibilities of the speaker towards his audience, where this responsibility takes the form of having adequate grounds for the assertion in question: the more confidence you induce in your audience, the more evidence you must have for its truth. What he can't explain is why an expression of intention should sometimes generate a specific, underived obligation to perform.<sup>13</sup>

### *Promise and Choice*

By communicating an intention, I can take on an obligation to perform but not by making a prediction. This is the first of those points that the information interest theory finds it hard to explain. The second is that promissory obligations cannot be undertaken inadvertently. As several authors have suggested, this is because promissory obligations lie only on those who intend to take them on.<sup>14</sup> Of course, promises can be insincere (where the promisor has no intention of performing) and yet valid. But insincere promises are valid because the promisor intends to deceive precisely by taking on an obligation to perform without intending to discharge that obligation (Hume 1978, 523).

(Atiyah 1981, 146-8) rejects this consensus, insisting that a promise is valid whenever the promisor behaves in a way which can reasonably be taken to indicate the promisor's intention to bind himself.<sup>15</sup> Since someone could inadvertently behave in such a way, Atiyah concludes that inadvertent promises could be valid. Let's consider an example. A and B are currently participating in a marriage ceremony but A is under the false impression that his old flame B is kindly standing in for his true love C at a rehearsal and that the real marriage to C will take place the next day (Anscombe 1981, 11). Suppose there is no doubt that A was under this misapprehension. Is he now under at least a moral obligation to B that should prevent

him from marrying C the next day? A has certainly behaved in a way which could reasonably be taken to express an intention to bind himself to B, yet surely A is not obliged to forgo marriage with C. This is especially obvious where there has been no negligence on A's part.

The fact that the promisee must choose to bind himself explains why we can opt out of the duty to perform simply by saying so. If one can take on promissory obligations only by communicating the intention so to do then one must be able to avoid them simply by communicating the intention so to do. Now an expression of intention can commit one to perform. Therefore we need to provide a way of expressing the intention to act, available to anyone who wants it, without expressing the intention to commit oneself to act. Hence the opt-out. No such opt-out need be provided in the case of testimony because such obligations need not be specifically chosen to be valid.

The information interest theorist might be able to accommodate the opt-out if its effect were to weaken or even retract the statement of intention in question. But this need not be so. I can perfectly well say the following: "I have now decided to go on the demo and in the light of that it is even more sensible for you to plan on giving me a ride; nevertheless I'm not promising to go".<sup>16</sup> The effect of the final clause is to ensure that I have no obligation to actually go but these words are clearly not intended to prevent you from relying on my statement (Raz 1977, 216).<sup>17</sup>

By contrast, I can't opt out of the obligations surrounding the giving of testimony except by retracting my testimony. We make no provision for those who wish to make assertions without taking responsibility for the beliefs they arouse. If I predict that I'll be at the demo tomorrow, I am obliged to be sincere and reasonable in my prediction and to warn you should it become clear that I will not appear. I can't extinguish *these* obligations by adding "but don't count on it" unless I mean this phrase to be understood as a weakening or retraction of my earlier testimony.<sup>18</sup>

Later in the paper, I shall propose an alternative account of the promissory obligation to perform which explains its peculiarity but first I want to apply the above points to an exemplary version of the information interest theory.

### **The Information Interest Theory: Scanlon**

Forms of the information interest theory of promissory obligation can be found at least as far back as Hume. For Hume, promissory obligation was conventional: it depended on the existence of a social practice of making and keeping promises, a practice which had evolved in order to facilitate the co-ordination of behaviour (Hume 1978, 520-2).<sup>19</sup> Recently several philosophers have argued that promissory obligation is founded on a more general obligation not to harm people by inducing false expectations in them, an obligation which is as natural as any other and lies on us all whether or not there is any practice of fulfilling this obligation (Thomson 1990, Chapter 12). In this section I shall consider Scanlon's influential development of this latter idea but many of the points I make apply to other versions of the information interest theory.

Scanlon's general project is to characterise ethical concepts like promising "in a way which brings out our reasons for taking [them] seriously as a guide to action" (Scanlon 2003b, 282). In the case of promising, this involves arguing that "the obligation to keep a promise can be explained in terms of general principles arising from the interests that others have in being able to rely on expectations about what we are going to do" (Scanlon 2003b, 283). Promissory obligations are

one special case of a wider category of duties and obligations regarding the expectations that we lead others to form about what we intend to do. These duties and obligations in turn are a special case of more general duties not to lie or to mislead people in other ways (1998, 295)

But, Scanlon admits, "the moral constraints against lying and other forms of deception ... differ in important respects from the principle governing the case of promising itself" (1998, 322).

I'll start with Scanlon's account of those general duties not to mislead people. Scanlon sees these duties as striking a balance between the audience's interest in getting correct information and the speaker's interest in not taking on substantial burdens every time they make an assertion. For present purposes I shall allow that the obligations not to deceive, to be reasonable and to warn can be accommodated within this explanatory framework.<sup>20</sup> But Scanlon thinks that those more onerous duties "regarding the expectations that we lead others to form about what we intend to do"

will be amenable to a similar treatment and here we begin to encounter some familiar difficulties.

Scanlon argues that human beings have an interest in being assured of the truth of certain propositions, an interest independent of anything that they may do in reliance on them. For example, I may want a well-grounded assurance that a certain awful event won't occur even though there is very little I could do either to prevent it or to prepare for it. The desire for such an assurance is often a desire for knowledge about what the speaker is going to do and a speaker can let the hearer know what they are going to do without thereby committing himself to doing it. Nevertheless Scanlon maintains that some of those who provide such assurances do place themselves under an obligation to ensure that the proposition in question is true and that they do so whether or not they communicate the intention to undertake this obligation. This is so when the conditions laid down in *Principle F* are satisfied:

If (1) X voluntarily and intentionally leads Y to expect that X will  $\emptyset$  (unless Y consents to X's not doing so); (2) X knows that Y wants to be assured of this; (3) X acts with the aim of providing this assurance, and has good reason to believe that he or she has done so; (4) Y knows that X has the beliefs and intentions just described; (5) X intends for Y to know this, and knows that Y does know it; and (6) Y knows that X has this knowledge and intent; then, in the absence of special justification, X must  $\emptyset$  unless Y consents to  $\emptyset$ 's not being done (Scanlon 1998, 304)

As formulated, Principle F applies to any assurance about what the assurator "will do" and not just to assurances given by communicating an intention. So construed, Principle F is vulnerable to the examples involving prediction I considered in the last section.<sup>21</sup> Yet Scanlon later denies that there is any analog of Principle F governing assertion: "Insofar as there is an obligation to make what one has said be true, this is a consequence of a duty ... to protect against loss, and this duty can be fulfilled by a timely warning" (1998, 322). I shall take this denial to cover predictions about one's own future actions as well as assertions about other matters. Thus I construe Principle F as an attempt to describe the conditions under which the communication of an intention to  $\emptyset$  generates an obligation to  $\emptyset$ .

If Scanlon is right, one can undertake an obligation to  $\emptyset$  simply by communicating an intention to  $\emptyset$  with the aim of providing the assurance that one will  $\emptyset$  under certain conditions of mutual knowledge. Thus one can undertake an obligation to  $\emptyset$  without doing what I earlier said was essential to promising, namely communicating an intention to undertake an obligation to  $\emptyset$ . If so, providing assurance by communicating a bare intention to  $\emptyset$  under the conditions laid down in Principle F has a quite different moral significance from doing so by predicting that one will  $\emptyset$  under those conditions.

It is difficult to put Principle F to the test without having a clearer idea than I possess of what constitutes communicating an intention to undertake an obligation. Consider the following case:

I sell you a house, retaining an adjacent vacant lot. At the time of our negotiations, I state that I intend to build a home for myself on that lot. What if several years later I sell the lot to a person who builds a gas station on it?  
(Fried 1981, 9)<sup>22</sup>

Imagine that, when I expressed that intention, you and I had all the aims and mutual knowledge specified in Principle F. Have I wronged you? I need not have done provided no promise was made and I was sincere and reasonable in all that I intended. Is this a problem for Scanlon? That depends on whether we can describe Fried's case in a way which makes it obvious that Principle F is satisfied without my having communicated the intention to undertake an obligation. The only clear way to do this is to have me add "but I'm not committing myself" or some such thing.

Scanlon allows for this possibility. He explains that it would be too burdensome if "we could never tell people what we intend to do without being bound to seek their permission before changing course" (Scanlon 1998, 304). Nevertheless "no one could reasonably object to a principle that, when these conditions are fulfilled, imposes a duty to provide a warning at the time of creating the expectation if one does not intend to be bound – to say 'This is my present intention, but of course I may change my mind.' (ibid.)" But is it reasonable to require Fried's vendor to give some sort of warning should he not wish to be bound? Again the crucial question is whether the vendor would otherwise have communicated the intention to undertake an obligation. Imposing the very considerable burden of performance on a vendor who

communicated no intention of binding himself just because he forgot to issue an explicit warning does seem rather unfair. But his audience may insist that, given what he said and the conditions under which he said it, he was communicating the intention to bind himself.

Rather than attacking Principle F directly, we should ask whether attention to information interests alone would lead us to expect that under certain conditions an expression of intention might bind the speaker to perform whilst a prediction made under exactly the same conditions would not. Both the hearer's interest in having correct information and the speaker's interest in not being made to ensure that this information is correct are indifferent to whether the speaker conveys the information by declaring an intention or by making a prediction. No doubt there will be cases where the behaviour in question is not under the predictor's control. But there will be many other cases where it is under their control and yet their assertion generates no obligation to act. As we have seen, even where one explicitly represents the matter in question as being under one's control, one isn't required to perform when one only made a prediction. If Principle F is meant to accommodate this fact, it will be hard to ground that principle on our information interests alone.

According to Scanlon, although communication of a bare intention can bind to performance, promissory obligation is a more specific phenomenon than the obligations generated by Principle F (1998, 306). There are various forms of words and gestures I can use when promising to show up and what they all have in common, for Scanlon, is that they "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" (1998, 307). Scanlon's idea is that what promising adds to the communication of an intention designed to convey an assurance etc. is an explicit acknowledgement by the promisor of the moral obligations he is undertaking in communicating that intention. Such an acknowledgement strengthens the assurance which the promisor is conveying and thereby reinforces his obligation to perform, all in accordance with Principle F.

Scanlon describes this as "a kind of moral multiplier effect" (1998, 308). Principle F, which has nothing particularly to do with promising, ensures that (in certain situations) we take on obligations to perform when we communicate an intention. By adding 'Trust me' etc. to our announcement we both acknowledge the moral obligation generated by this communication *and* reinforce that very obligation,

for in acknowledging the duty generated by Principle F we strengthen the promisee's expectations and thereby increase our obligation to perform under Principle F (1998, 322).

Scanlon applies this apparatus to explain the workings of the promissory opt-out. He observes that

a person who says, "I firmly intend to do X, but I don't *promise* to" gives the kind of warning which makes Principle F inapplicable, and expresses the judgement that, having given this warning, he or she is free to decide not to do X. (1998, 404)

The moral multiplier Scanlon invoked to explain the peculiar force of a promise has now gone into reverse. Someone first expresses a firm intention to do X, an expression which would by itself generate an expectation that X will be done and thus an obligation to perform. But by adding the words 'I don't promise' they undermine this expectation and thereby extinguish the obligation. An explicit refusal to acknowledge such an obligation destroys the very obligation which it denies.

Scanlon's account of promissory obligation picks up on the fact that both parties are focused not only on what will or won't be done but also on the moral situation being created. But he goes wrong in construing the function of the promisor's expressions of moral awareness as being to reinforce the expectations of the promisee. There are cases in which a potential promisee who is seeking an assurance of performance has reason not to extract a promise (that is to be satisfied with either a prediction or a bare statement of intention) because they know that insisting on a promise would make it *less* likely that the promisor will perform. Suppose the promise would be felt as an imposition by the promisor, a fact known to the promisee. This shared knowledge won't invalidate the promise should it be extracted: what the reluctant promisor would resent is precisely the moral bond they have been placed under. But since this promise is known by all concerned to make the performance less likely, it can hardly create an obligation to perform by reinforcing the promisee's expectation of performance. If this is right, the force of 'I promise' can't be explained in the way Scanlon suggests.

## The Authority Interest Theory

For David Hume, “promises are human inventions founded on the necessities and interests of society” (Hume 1978, 519). The necessity Hume has in mind is the need for co-operative behaviour among people who “being naturally selfish, or endow’d only with a confined generosity ... are not easily induc’d to perform any action for the interest of strangers, except with a view to some reciprocal advantage” (ibid.). The point of extracting a promise is to secure a real prospect of reciprocation, for Hume thinks that we cannot depend upon each other’s gratitude: “should I labour with you, upon my own account, in expectation of a return, I know I shou’d be disappointed” (520). In Hume’s view, a declaration of a mere intention to reciprocate will not usually be believed, hence the need for a social practice of adhering to promises.<sup>23</sup>

What happens if we now abandon Hume’s assumptions about ‘confined generosity’? Imagine a world filled with people who in their practical deliberations give a suitable weight to one another’s interests. We needn’t suppose perfect impartiality – it is reasonable for each of us to have more care for our own interests than for those of others – just the sort of decency which makes gratitude seem natural. If you have scratched my back, you know I’ll very probably scratch yours whether you are a particular friend of mine or not. Given this knowledge, we no longer encounter the same difficulties in co-ordinating our behaviour that Hume’s people do. Once I announce an intention to scratch your back if you scratch mine, you can be confident that, barring unforeseen contingencies, I will execute that intention when the time comes. Indeed, for these purposes, a conditional prediction would do just as well (“I’ve been brought up to return favours, you know”).<sup>24</sup>

If people are decent, promising becomes inessential to the co-ordination of behaviour. But could it still play some role in reinforcing co-ordination? Suppose I announce an intention to give you a lift home and thereby lead you to expect a lift home. It then becomes inconvenient for me to drive you home. As a decent person, I will take proper account of your interests, including your interest in not having your expectations disappointed, when deciding whether to abandon my intention. But I may have the interests of third parties and your non-expectation interests, as well as interests of my own to consider. Mightn’t you want to ensure that I place rather more weight on fulfilling your expectations? You might indeed but why should morality



seek to satisfy you? By what magic could I oblige myself to give your expectation interest in having a lift home *more* weight than is appropriate?

Scanlon's answer is that by promising I have induced a stronger expectation of performance in you than a mere declaration of intention would and thereby strengthened my own obligation to perform. But, at least among decent people, it is hard to see what the basis of your strengthened expectation could be (since you are treating me as decent, your confidence that I will discharge my obligations won't be boosted by an explicit acknowledgement of their seriousness). If your expectation of a lift is already based on the assumption that I shall take full and proper account of your interests in considering whether to revise my intentions, how could I further strengthen your expectations except by giving you to understand that I shall assign these expectations *too* great a weight in my deliberations? And why should morality facilitate that operation?

Because he held that promising is needed to serve our information interests, Hume had to assume that potential promisors and promisees are liable to be less than decent in their dealings with one another. As Hume puts it, promising plays no part in "the more generous and noble intercourse of friendship and good offices" (Hume 1978, 521). Yet it is far from obvious that love does exclude promising. Why should the promise be thought to lose its significance the more altruistic we all become? As theorists of promissory obligation we should try to manage without Hume's assumption of confined generosity.<sup>25</sup>

To understand why promising might exist even among people who know one another to be decent we must allow that such people have what I call an authority interest, an interest which takes as its object the moral situation itself. I do not claim that the point of every individual promise is to further this authority interest; a promise is a tool which can be used for many purposes. Rather I shall maintain that this tool exists because it serves our authority interests. I'll first consider a slightly unusual case which highlights the influence of the authority interest.

### *The Authority Interest*

Suppose you are trying to get me to give you a lift home. I happily express the intention to give you a lift home but I am reluctant to promise. Why so? It is not that I am dubious about whether it would be reasonable to execute this intention; it is just

that I don't want to be *bound* to do this unless you release me, I don't want to be in your power in that way. Should some unforeseen situation arise, I want to be able to decide for myself whether to alter my plans. Knowing me as you do, you might decline to insist on a promise precisely in order to make yourself *more* confident that I will perform. You know how I hate to be bound. Had you extracted a promise from me rather than accepting my statement of intention with good grace, resentment might have overpowered my natural decency and led me to break the promise once some minor obstacle arose. By keeping my sense of autonomy intact, you make it more likely that I will surmount any unexpected difficulties and deliver a lift home.<sup>26</sup>

There is nothing perverse about my psychology here. Suppose I know how much you enjoy occupying positions of authority. I disapprove, though not because I think you make bad decisions or use your authority to further your interests at the expense of others; rather I simply despise your fondness for giving orders and laying down the law. By promising to give you a lift home, I would be granting you another little veto over somebody else's activities. Can't I think this a bad thing even if I don't expect the veto to be exercised unreasonably, even if I anticipate that the only circumstances in which I would change my mind are those in which you would also feel it right to release me from my promise? Is it silly to prefer to be in charge of my own life?

What moves me here is an interest in having the right to decide what I shall do. Of course we all have an interest in making the right decisions, in doing things that further our own interests. But we also have an interest in having the right to decide what we shall do, in its being our judgement of what it is reasonable for us to do which has the authority to determine what happens rather than someone else's. This authority interest is not an interest in self-control, it is not an interest in its being our decision which actually does determine what we do. Rather it is an interest in a certain moral power, the moral freedom to act in accordance with our own judgement about what we ought we do rather than in accordance with someone else's. An akratic who judges that he ought to give up smoking may know perfectly well that he is unlikely to do so, that he is unlikely to exercise his right of self-control. Still he has an interest in retaining this right, in its not being the case that someone else's judgement determines what he ought to do.

The authority interest, like many interests, is best served by a bit of give and take. Our decisions are often interdependent in that it is reasonable for you to intend

to  $\phi$  only if I intend to  $\psi$  and stick to that intention: you shouldn't decide to wait around in the office unless I am going to give you a lift home. Here you can reasonably decide to come home with me only if I agree; this decision is effectively shared. Now someone motivated to insist on the right to decide for themselves what they are going to do will also be motivated to seek the right to require another to behave in a certain way, where their own decisions depend on the actions of that other person. And, in return for receiving this right, they may be willing to sacrifice their own freedom of action in some matter of less importance to themselves. A promise effects such grants of authority.

Just as my authority interest in my own actions is not an interest in actual self-control, so my authority interest in the actions of other people is not an interest in controlling their actions so as to facilitate co-ordination. A smoker is moved to insist that his choice should determine whether he smokes, regardless of whether he thinks it actually will. Similarly I may have an interest in getting you to acknowledge my authority over your deeds even where I doubt my decision actually will determine what you do. True, I want you to respect my authority but you may do so whilst failing to follow through (for instance if it turns out that the promised lift home is simply impossible). And I may value the authority you grant me even when I happen to know that this is likely to happen.

To sum up, promising is designed to serve our authority interests. In promising you a lift, I grant you the authority to require me to give you a lift: it is now up to you whether I must give you a lift home (Hart 1967, 60). I may make this promise for all sorts of reasons deriving from your needs and interests (and my own). But once the promise is made, it is a matter for you whether its fulfilment is required of me - you can demand a lift home for any reason, good or bad. Perhaps you are in poor shape and could do with the exercise provided by a long walk home, something I didn't know when I made you the promise. Had I merely communicated an intention to give you a lift home, it might now be reasonable for me to change my mind, your disappointed expectations notwithstanding. Nevertheless I am bound to give you a lift home should you require this of me.<sup>27</sup>

### *Implications*

How does the authority interest theory of promissory obligation explain the asymmetries between promising and testifying noted in the first section of the paper? Take the fact that a promise obliges one to perform. Scanlon bases this obligation on the audience's need for an assurance about what will happen, yet predictors purport to satisfy this need quite as much as promisors and so it is unclear why either should be obliged to make their statements true whenever falsehood threatens. Once we recognise that an authority interest is also in play, the obligation to perform falls straight out.

A promise grants the promisee the right to require performance from the promisor; to use Kant's metaphor, in accepting my promise you "take possession of my choice" (Kant 1996, 57). According to the authority interest theory, this is something that the paradigmatic promisee wants for its own sake. Now the promisor would not be granting this authority over whether he performs if he reserved the right to change his mind and provide a warning (or compensation) instead. The promisor's obligation is to let the promisee decide and he discharges this obligation by leaving it up to the promisee to determine whether his promise must be fulfilled. Promises are often welcomed because the promisee wants a display of respect for their capacity to take decisions in a matter of importance to them, to decide for themselves whether they should walk home or not. In satisfying this need, promissory obligation must reach all the way to the act.

The other distinctive feature of promissory obligation is that it falls only on those who mean to take it on. Why should promissory obligations be subject to the will in this way? A short and slightly metaphorical answer is this: what happens when X promises Y that X will  $\phi$  is that Y takes away some part of X's authority to run their own life and this can be done only by way of an exercise of that very authority by X.<sup>28</sup> In elaborating this answer, let's start with the idea that the promisee actively takes something from the promisor.

Promises are valid only if accepted (Hobbes 1991, 127-8), (Kant 1996, 57-9), (Fried 1981, 41-3). In accepting a promise you are acquiring the right to require the promisor to perform. Most often people will value the trust implied by such a gift and because a promise is normally regarded as a benefit, the promisee's silence is usually taken as consent. But the promisee may not wish to accept this benefit and the debt of gratitude that implicitly accompanies it; he may insist that the promisor remain free to

change his mind so as to avoid being under an obligation to reciprocate at some future point. And should he so insist, the promise is invalid.

If this is right, promising is a mechanism by which one person actively assumes authority over another. There are many ways in which one person can find themselves in authority over another without the agreement or assent of either party. For example, when my harmful behaviour entitles you to demand compensation from me, I have done something which gives you a bit of practical authority over me whether or not you agree. Of course you can release me from this duty to compensate but this would be an exercise of your authority to determine what I must do. You can't avoid this decision by refusing to accept the right to make it; my action thrusts it upon you. Nor need I have decided to grant you this authority. I might harm you quite inadvertently and still owe you compensation.

Unlike actions requiring compensation, a promise is designed to grant authority in the service of the promisee's authority interest, their interest in having authority over the activities of the promisor. This sort of grant requires the specific choice of him who relinquishes the authority because it involves someone else's actively *accepting* this authority.<sup>29</sup> Everyone should welcome the opportunity to make such grants: they should, for example, be willing to yield their authority in matters of lesser import (to themselves) in order to gain it in other areas. On the other hand, the authority each of us has over ourselves will be respected only if these relinquishments and acquisitions of authority are specifically chosen by both parties, only if they come about through an exercise of the very authority which is being transferred (Hart 1967, 66).<sup>30</sup>

The point that promising requires the promisee's acceptance is distinct from a further point - the promisee has the power of release (Hobbes 1991, 129). Having accepted the authority to order the promisor to perform, the promisee may release the promisor from his obligations. The promisee would hardly have taken control of the moral situation in accepting a promise if he were forced to require the promisor to perform. But releasing someone from a promise is different from refusing to accept it in the first place. Someone who accepts the promise of a lift and then releases the promisor may still feel a debt of gratitude to the promisor for entrusting the decision to him.

Have I put the cart before the horse by treating a promise as a moral power granted to the promisee rather than as a constraint which the promisor places on

himself and which the promisee may normally remove? This worry becomes pressing when we consider cases in which part of what the promisor does is to promise that he will not let the promisee release him from his promise. Suppose our akratic smoker asks me, the only tobacconist in town, to promise not to sell him any more cigarettes regardless of whether he subsequently attempts to release me from this promise. Mightn't this be a valid promise even though it grants the smoker no control over what I am obliged to do?<sup>31</sup>

I'm not so sure. Such promises are not, in general, legally enforceable (the exceptions are where there is some social interest at work other than the promisee's interest in being irrevocably constrained). I can't oblige the management of the fat farm to detain me against my will (Schelling 1984, 96). And, putting the law to one side, I think most people would find it hard to say whether they would be *wronging* the smoker should they subsequently give in to his demands for cigarettes. What a good theory of promissory obligation should do for us here is to explain our bafflement. According to the authority interest theory, promises exist because people have an interest in having the right to decide what they do. But how exactly does the promisor best serve the akratic smoker's authority interest here? Does he respect the views of the earlier self, the one who has given up, or those of the later self, the one who has given in? It is hard to say, just as it is hard to say whether we'd be wronging him by selling him some cigarettes.

## **Conclusion**

In this paper, I set out to identify an interest common to human beings which is such that promising exists and is taken seriously because it serves that interest. In other words, I am trying to identify the function of a promise. The information interest theorist is engaged on the same project. When assessing the relative merits of our proposals, two points should be borne in mind.

First, we must distinguish between the function of a promise and things which may be necessary for a promise to discharge its function. There are various features which promises must have if they are to discharge the function of a promise. Perhaps promises must be formulated in a language sophisticated enough to communicate the intentions of the promisor. But though this feature may be essential to a promise, it is

no part of the function of a promise but rather something which must be true of promises if they are to perform their function.

Now it *might* be that promises can't perform their function unless most promises generate some expectation of performance. As already noted, it isn't true of any individual promise that it must generate an expectation of performance in order to serve the promisee's authority interest but perhaps promises as such must tend to give rise to expectations of performance for promising to serve the promisee's authority interest. Whether this is so is a delicate question. Suppose for a moment that it is so. Then it follows that if promises are to perform their function, they must often be capable of serving the promisee's information interests also (by telling them something about what the promisor is likely to do). But it does not follow that serving these information interests is part of the function of a promise. Rather the fact that a promise can be used to serve these interests will be a consequence of the fact that it has some quite different function.<sup>32</sup>

Must a promise at least tend to raise expectations of performance? On my view, this depends on whether a promise would still serve the promisee's authority interest in a situation where most promises were not a good guide to what the promisor was going to do. There are ways for the promisor to be moved by his promise even if he does not perform - e.g. feelings of regret, expressions of apology - and a promisee *might* see a point in extracting promises even when few promises were actually fulfilled. Perhaps the prospect of such feelings and expressions would be enough to move someone who wanted a display of respect for his practical judgement to seek a promise. I shan't attempt to resolve this issue here but it is, I think, a virtue of the authority interest theory that it sets questions about the presuppositions of promising in this context and does not suggest an over simple connection between a promise and an expectation of performance.

My second point has been made already: the fact that promises are frequently given in the service of other interests is perfectly consistent with the idea that the function of a promise is to serve our authority interests. Promising is a tool which can be used for many purposes. Neither the information interest theorist nor I are committed to the idea that there is some one reason why people go in for promising. Both theories should allow that a promise can be accepted for almost any reason (Raz 1977, 213-4).

For example, Scanlon describes a case in which a mother promises her daughter that she will buy her a sewing machine (Scanlon 1998, 311-2). The daughter accepts her mother's promise purely in order to avoid giving offence. Since the daughter has no interest in having a sewing machine, it is hard to see why she should have any interest in being able to require that her mother provide her with a sewing machine and so we can't explain why she accepts the promise by reference to some authority interest. On the other hand, Scanlon imagines a profligate pal who promises to return a certain amount of money and whose promise Scanlon accepts even though he has no expectation that the loan will be repaid because he does not wish to humiliate his friend by treating his promise as worthless (Scanlon 1998, 312). Here it can hardly be Scanlon's interest in knowing how his friend is going to behave which leads him to accept the promise.

It is surely right that promising serves all sorts of interests from time to time and that these include information interests. What I have argued is that to explain why promises exist we must suppose that human beings have authority interests which are independent of their information interests, interests which lead human beings to give and accept promises. If promisees had only information interests, they could serve these interests without accepting promises at all and the existence of promissory obligation would be a mystery. Our authority interests give promissory obligation its distinctive shape, explaining why the obligations one undertakes in giving testimony differ so markedly from those one undertakes in making a promise.<sup>33</sup>

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<sup>1</sup> I shall consider the views of two information interest theorists - Scanlon and Hume - in the course of this paper. Others include (Sidgwick 1981: 442-4), (Anscombe 1981, 18-9), (Rawls 1981, 345), (Fried 1981, 16) and (Foot 2001, 45). As can be seen from Scanlon's inclusion on this list, the distinction between information interest theories and authority interest theories cuts across the more familiar distinction between practice theorists (those who believe that promissory obligations arise only when there is a social practice of fulfilling them) and their opponents (those who believe that our obligation to keep promises does not depend on the existence of such a practice).

<sup>2</sup> I have yet to find a clear statement of the authority interest theory. Grotius, Pufendorf and Locke all treat promising as involving a transfer of a moral power similar to that involved in transfers of property. Kant endorses this view in the *Metaphysics of Morals*. But so far as I know, none of them tell us exactly why human beings make such transfers.

<sup>3</sup> There are different motives for engaging in this project. For some, the very notion of an obligation threatens to be unintelligible unless we can explain why respecting obligations is good for human beings. That seems to be Hume's and Anscombe's view. For others, obligations cannot be a source of

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reasons (and so respectable motives) for action unless respect for them connects with what is good for human beings. That seems to be the view of Foot and of Scanlon. I discuss Scanlon below and Foot in (Owens 2005).

<sup>4</sup>Probably not all. For example, there does seem to be a morally significant distinction between deceiving someone by lying to them and deceiving them in other ways (*pace* (Scanlon 1998, 320). I doubt this fact can be explained by reference to our information interests alone.

<sup>5</sup>I may want to control beliefs in order to manipulate behaviour but, as we shall see, being in control of something is a quite different matter from being in authority over it.

<sup>6</sup> It is possible, though unusual, to communicate an intention to undertake an obligation without communicating the intention of fulfilling that obligation.

<sup>7</sup> If I fail to discharge one or more of these obligations, I may have a duty to compensate you for carrying an empty seat, perhaps by making a suitable donation to the anti-war movement. I agree with Scanlon that the appropriate measure of compensation here is what lawyers calls 'reliance costs', i.e. the compensation should ideally restore you to as good a position as you would have been in had the false expectation never been aroused (Scanlon 2003a, 240). It is not required that you be put in as good a position as you would have been had this expectation been fulfilled.

<sup>8</sup> Harman draws attention to phrases like 'For myself I'm certain but don't take my word for it' and 'I think I know, but see for yourself' (Harman 1986, 50). There are various ways of understanding such phrases. They might be uttered in a rather formal context to remove the impression that one is offering a guarantee (see note 18) rather than making a simple assertion. They might be a polite concession to (or an expression of annoyance at) a patently incredulous audience. They might report a state of mind which the speaker is not endorsing or recommending to anybody else. What I think you can't do is make a plain assertion and (in the same breath) warn your audience that they can't learn from your assertion that the proposition asserted is true (Owens forthcoming).

<sup>9</sup> As I use these terms one can *communicate* an intention without *expressing* that intention e.g. by intentionally indicating that you have the intention. And one can *express* an intention without *communicating* it (e.g. by recording it in one's secret diary). For more on expression and indication see (Owens forthcoming).

<sup>10</sup> As (Sidgwick 1981, 304) remarks "we are not bound to make our actions correspond with our assertions generally, but only with our promises". For (Anscombe 1981, 100) "It's not the *prediction* by itself that it's an offence not to make come true". (Atiyah 1981, 105 and 163-4) argues that the law also distinguishes between deception and breach of promise.

<sup>11</sup> It directly undermines the view of those who try to derive promissory obligation from a general duty of veracity, for example (Price 1948, 155-7) and (Warnock 1971, 101-11).

<sup>12</sup> In this case, I represent the matter as being beyond my control but one often makes a prediction about one's own behaviour which leaves it open whether the matter in question is under one's control. For instance, I may assure you that your friend Jones will pass his driving test on the basis of a piece of information I don't feel able to divulge (for instance that he has bribed the examiner). Here you can make any assumption you like about whether I have any influence over the matter. Suppose the

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information turns out to be misleading. If I discover before the exam but after speaking to you that the bribe was not paid, I am under no obligation to make it true that Jones will pass by offering him free driving lessons (or paying the bribe myself), however inconvenienced you'll be by this unexpected failure. Provided I was originally entitled to rely on this information, warning you is enough. But if I announced the intention to make him pass, the matter may be quite otherwise

<sup>13</sup> The qualification 'underived' is important here. Someone who makes a prediction on shaky evidence may be obliged to make that prediction true in order to prevent his audience suffering significant loss when acting in reliance on it where making the prediction true is the only way of preventing this loss, that is if warning or compensation are impracticable. But here the obligation to perform derives from the prior obligation to exercise due care in forming expectations.

<sup>14</sup> For example, (Fried 1981, 57). Note that intending to  $\phi$  is consistent with much ignorance of the implications of  $\phi$ -ing (and with much vagueness in what constitutes  $\phi$ -ing) and the same is true of promising to  $\phi$ .

<sup>15</sup> Raz says that, whilst such inadvertent promises may be legally enforceable "for reasons of facilitating proof and preventing abuse" the law here deviates from morality (Raz 1982, 931 n.25).

<sup>16</sup> Suppose you already have an obligation to perform, perhaps because of a previous promise, perhaps because of some general non-promissory obligation to co-operate. Then you say "I can't promise to do it, though I shall try". Clearly the point of this phrase isn't to relieve you of any obligation to perform. It might instead be read as a warning that this obligation is no longer a factor in your deliberations, though the intention remains.

<sup>17</sup> (Bratman 1999, 137-8) suggests that the function of 'but I'm not promising' in the phrase 'I'll give you a lift but I'm not promising' is to announce that my travel plans will not depend on whether you want me to give you a lift home. But someone who says this does represent himself as having the conditional intention of giving you a lift if you want one: he is just declining to *promise* to carry out this conditional intention.

<sup>18</sup> Isn't there such a thing as 'giving one's word' that  $p$  which is not just an everyday case of conversational assertion? I think there are indeed such factual guarantees (known in English law as 'warranties' (Atiyah 1981, 161-4)). Suppose I am selling you my house. In the course of the negotiations, I assure you that it does not suffer from subsidence. According to English law if once the sale has been made the house then threatens to collapse, I am obliged to pay to prevent this or else to compensate you if it can't be prevented. If I want to reassure you during the negotiations without taking on this obligation, I must add 'but please make your own inquiries'.

It seems right from the moral as well as from the legal point of view that testimony given in such a solemn context might generate more onerous obligations than mere common or garden assertion. Let's describe what I am doing here as *guaranteeing that* house won't subside. *Guaranteeing that* is like *promising to* in several respects: first if I guarantee that  $p$  and  $p$  threatens to turn out to be false, I must intervene or compensate etc.; second, these obligations fall only on those who mean to provide such guarantees; third, I can opt out of these obligations. Does a guarantee straddle the boundary between a prediction and a promise?

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Guarantees are best thought of as a special kind of promise. True, in guaranteeing that p I need not communicate any intention to make p true. However, I am communicating the intention to undertake certain (conditional) obligations. For example, to guarantee that there will be no subsidence is (in part) to promise to shore the house up if it threatens to fall down or else to compensate for its collapse. And as with all such promissory obligations, they must be specifically chosen and they are optional.

<sup>19</sup> Hume's theory is often taken as a paradigm of practice theories of promissory obligation. In this paper, I pick a quarrel with practice theories only in so far as they ground the practice of promising purely on our information interests.

<sup>20</sup> These duties may be implicit in Scanlon's Principle [D] which requires one to "exercise due care not to lead others to form reasonable but false expectations about what one will do when one has good reason to believe that they would suffer significant loss as a result of relying on these expectations." (Scanlon 1998, 300)

<sup>21</sup> It might be thought that Scanlon can fend off these examples by invoking the parenthetical clause in (1) where it is stipulated that X's performance depends on Y's consent. But it is not difficult to construct examples in which I predict that I will do something conditionally on your wanting me to do it without thereby undertaking any obligation to do it. Suppose you want me to attend a demo against the chlorination of the water supply. I am not at all convinced by your arguments against chlorination but I do know how difficult I find it defy you and so I predict, on excellent evidence, that when the time comes, I will give in and decide to attend the demo (so long as you still wish it of course). I may make this prediction with all the knowledge and aims that Principle F requires. Still I am violating no obligation to you if I don't show up because I unexpectedly encountered an even more imposing advocate of chlorination.

<sup>22</sup> I am grateful to Liam Murphy for drawing my attention to Fried's example.

<sup>23</sup> Hume allows that it is sometimes possible to get co-operative activity between strangers going "without the interposition of a promise" (Hume 1978, 490) as when two men row a boat together.

<sup>24</sup> Essentially the same point is made by (Raz 1977, 215-6).

<sup>25</sup> I don't mean to concede that Hume's theory of promising would go through if only his assumption of confined generosity were correct. Hume still has to explain why sensible people would invent a device whose employment requires actual *performance* from the promisor rather than ensuring that the promisor give the sort of consideration to the expectations of the promisee that would be appropriate had he merely predicted this performance. From the perspective of the information interest theory, the stricter requirement strikes the balance between the needs of the promisor and those of the promisee in a rather odd way. Perhaps the rule that one should keep one's promises might seem clearer, and thus more useful, than a rule which said that one must take reasonable account of the expectations one has generated in others (once one has signalled one will do so?). But, in actual practice, the promising rule is festooned with tacit qualifications (legal excuses for non-performance include mistake, frustration, impossibility, duress, deception) and is no less difficult to apply. Attempting to specify the class of

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promises we are obliged to keep is as tough as describing the class of expectations which decent people feel obliged not to disappoint.

<sup>26</sup> (Pufendorf 2003, 110-11) tells us that “great men” are reluctant put their social inferiors in a position to *require* things of them by making them promises but are still happy to express benevolent intentions towards them and thereby place themselves under duties of *veracity*.

<sup>27</sup> I am not implying that a promise should never be broken. Breach of a (valid) promise always wrongs the promisee, nevertheless it is sometimes right to breach a valid promise. For discussion of breach of promise, see (Owens 2005, 383-7).

<sup>28</sup> Where the promisor has no authority to do the thing promised (for example a promise to kill or maim), no grant can be made and the promise is nugatory (though he may have non-promissory obligations towards his audience). On the other hand, a promisor can make conflicting promises, each of which is valid. One can give A the right to require one to  $\phi$  and B the right to require one to  $\psi$ . If  $\phi$ -ing turns out to be inconsistent with  $\psi$ -ing, one has conflicting obligations (Owens 2005, 384-6).

<sup>29</sup> “A right against a person can never be acquired originally and on one’s own initiative (for then it would not conform to the principle of the consistency of my choice with the freedom of everyone, and would therefore be wrong)” (Kant 1996, 57).

<sup>30</sup> This is a necessary, not a sufficient condition. For the promise to be valid, the choice must (usually) be ‘voluntary’ in a sense which excludes certain forms of deception and duress. Elsewhere I hope to show that *only* the authority interest theory can explain how duress and misrepresentation invalidate a promise.

<sup>31</sup> I am grateful to Jimmy Lenman for raising this objection.

<sup>32</sup> Alternatively, one might hold that promising was a dual function device which existed only because it happened to serve *both* our authority interests *and* our information interests. Such a mixed theory would, it seems to me, lack the main advantage of the information interest theory whilst sharing its major disadvantage. Unlike the pure information interest theory, it has to appeal to an authority interest which many writers will find problematic. On the other hand, it still faces the question as to why promising exists to serve our information interests when a number of other much less problematic information transmitting devices are readily available.

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