

# Promising-Part 1

Ulrike Heuer\*  
University of Leeds

---

## Abstract

The explanation of promising is fraught with problems. In particular the problem that promises can be valid even when nothing good comes of keeping the promise (the problem of ‘bare wrongings’), and the bootstrapping problem with explaining how the mere intention to put oneself under an obligation can create such an obligation have been recognized since Hume’s famous discussion of the topic. There are two influential accounts of promising, and promissory obligation, which attempt to solve the problems: The expectation account and the practice account. While those accounts solve both the bootstrapping problem and the problem of bare wrongings, it turns out that they encounter numerous problems of their own.

---

## 1. Problems

The problems with explaining promising, and promissory obligation in particular, are often traced back to Hume. Hume found that promises are ‘naturally unintelligible’, because they presuppose that we can create obligations at will, simply by uttering ‘I promise’ (or by performing some other act that in the circumstances constitutes promising). “[E]very new promise,” Hume writes,

imposes a new obligation of morality on the person who promises, and since this new obligation arises from his will; it is one of the most mysterious and incomprehensible operations that can possibly be imagined, and may even be compared to *transubstantiation* or *holy orders*, where a certain form of words, along with a certain intention, changes entirely the nature of an external object, and even of a human creature.<sup>1</sup>

And Hume sees a further problem: There can be a ‘natural’ obligation (independently of social conventions) only if the promisor can have a motive to comply with it. But what would that motive be? It could be provided by whatever good is being brought about by keeping the promise. But there are two kinds of cases which show that this won’t do: (i) Imagine I promise to help you with your harvest tomorrow if you help me today. What would be my motive for helping you tomorrow? Natural sympathy, Hume’s thinks, isn’t strong enough to supply the motive. (ii) Imagine I borrow a sum of money, which I promise to pay back on a particular day. But the promisee is neither in need of the money, nor would he use it to any good purpose. He would squander it the very moment he receives it, and he doesn’t even care whether I pay him back.<sup>2</sup> Again, what would be my motive for keeping the promise? Nothing of value will be achieved by doing so; no one’s interests will be served. Hume concludes that promises can be valid and binding only once there is a social convention of promise-keeping which adds a particular sanction: if you break your promise, you will not be trusted in future, and forgo the advantage of the cooperation of others. The motive of avoiding this sanction will get you to comply – or at least can do so.

While Hume’s worries have been influential and important, they rest on a number of controversial presuppositions, most saliently that a person can have an obligation only

when she has a motive to act accordingly which is independent of the obligation itself (or perhaps: only when human beings generally would have such a motive, whether or not a particular agent has it). But we can restate Hume's problems with promissory obligation without relying on his assumptions about motives and obligations.

The first problem that Hume recognizes when he claims that promises are mysterious or unintelligible has also been the focus of Prichard's approach. Prichard notes that by promising we seem to bind ourselves. We seem to make it the case that we are under an obligation to act as promised. He finds this 'paradoxical', because "we shall all allow on reflection that an obligation is a fact of a kind which it really is impossible to create or bring into existence directly."<sup>3</sup> Let me call this 'Prichard's axiom'. "There are, no doubt, certain facts which we do seem able to create. [...] But the fact that I am bound to do some action seems no more one of these than does the fact that the square of three is odd."<sup>4</sup> Thus according to Prichard, the main problem with promissory obligation is a *bootstrapping problem*.

The second problem that Hume brought to the table has been dubbed by David Owens the *problem of 'bare wrongings'*: how can there be an obligation to act if no one's interest is affected by the action, and nothing of value is at stake? The questions are firstly whether the obligation to keep one's promises presupposes that we can have a moral obligation to do something which has no value (or serves no one's interest) and, if so, secondly, whether there can be obligations of that kind.

## 2. Promising and Promissory Obligations

Before looking more closely at the proposed solutions to the two problems, we have to get clearer on what promises are. Both Prichard and Hume assume that by promising a person voluntarily undertakes an obligation ('binds herself'). This view is shared by many contemporary philosophers. More precisely: by communicating her intention to undertake (by this very act of communication) an obligation to  $\phi$ , a person promises to  $\phi$ . In addition she gives the promisee a right to release her from this obligation.<sup>5</sup> Let me call this the 'voluntary obligation account of promises', for short VOA.

While this may be the most common understanding of promises, there is an alternative suggestion that some have entertained, namely that promises are expressions of firm intentions to act in a certain way. Let's call this the 'intention account of promises', or IA.

On either view it is an open question whether promises create promissory obligations. For VOA, the question is whether by intending to undertake an obligation (provided a number of further conditions are satisfied), a person does so. The bootstrapping objection questions this.

For the intention account (IA), the explanation of promissory obligation seems at first blush even more problematic. How can communicating one's intention to  $\phi$  create an obligation to  $\phi$ ? Having an intention is not itself a reason for doing what one intends.<sup>6</sup> *Communicating* the intention can't change that, at least not all by itself. But those who defend the intention account don't claim that an act of promising, understood as communicating a firm intention, is sufficient for creating a promissory obligation. Instead they focus on some of the consequences of doing so: if the expression of such an intention reasonably and foreseeably leads to the promisee's forming of an *expectation* that the promisor will act as promised, or if the promise is a response to the promisee's need for reassurance, and the promisee is reassured by the utterance,<sup>7</sup> the promisor is under an obligation to act as promised – but not otherwise. Or, alternatively, the promisee's reliance

on the promisor's acting as promised creates the obligation: her having made plans, assuming that the promisor will keep her promise, and having acted accordingly. These are variances of the 'expectation account of promissory obligation', for short EA. The intention account of promises is often coupled with the expectation account of promissory obligations.

### 3. *The Expectation Account of Promissory Obligation*

EA has been proposed by various philosophers in the past, and more recently by T. M. Scanlon. The general idea is that a promise is whatever it is that (voluntarily and intentionally) raises the expectation. The expression of a firm intention is an obvious candidate for this role: IA is a suitable companion of EA.

The greatest strength of EA may be that it avoids both of the two problems that haunt accounts of promissory obligation: Since the obligation is not created directly by promising, but results from raising another person's expectation, there is no bootstrapping: no obligation is being created simply by uttering 'I promise' (or some similar speech-act). And since the obligation arises only when the expression of the intention does create an expectation, there are no 'bare wrongings' either: there is an obligation only when the promisee's interests are at stake, and when she would be harmed if the promise were broken. According to EA the harm to the promisee of breaking the promise explains why there is an obligation to keep it. Hume's and Prichard's objections are irrelevant to this view of promises.

The main worry about EA is, however, that it does not provide an account of promissory obligation at all. Deliberately raising a reasonable expectation is neither necessary nor sufficient for making a promise.

It is not sufficient, because a person can deliberately and intentionally raise another person's expectations without incurring any obligation (let alone a promissory obligation) to act as expected. Imagine (e.g.) that you mislead a neighbour – who would otherwise come to visit you – into believing that you are not at home.<sup>8</sup> You haven't thereby promised to be away from home, nor are you under an obligation to be absent. Kolodny and Wallace present a similar challenge that any version of EA has to address: A person, *A*, can assure another, *B*, that she will do something by pointing out "prior reasons" for so acting:

*A* may lead *B* to believe that she will go to the opera on Sunday by indicating that the cast features her favorite singer, that she has had tickets for the performance for months, that arrangements have been made for a babysitter, and so on. To trigger F [the 'principle of fidelity'] solely by signalling that one has a prior reason of this kind, however, is not to promise.<sup>9</sup>

Deliberately raising someone's expectation is also not necessary for having a promissory obligation. You may (e.g.) get someone to promise you something in order to prove (to someone else) that she is *unreliable*. Even if she knows that this is what you are doing – and therefore that her promise will not raise your expectation that she will act as promised – the promise may be valid.<sup>10</sup> Furthermore there can be valid promises to do something even when the promisee has no interest in the promise being fulfilled. She may accept the promise only out of politeness or kindness, and yet hold the promisor to acting as promised (take promises to give up smoking or to go to the gym regularly). Besides, promises needn't raise the likelihood of the promisor's acting as promised and the promisee may know as much: perhaps the promisor is of a rebellious nature, being disinclined to do what she has an obligation to do, while she would have acted in this

way had there been no obligation.<sup>11</sup> According to EA, but in tension with ordinary understanding, all these promises would not be valid.

What's more, promissory obligations are different in character from obligations incurred through intentionally raising expectations. If I induce someone to rely on me by informing her about my intentions, I may be under an obligation to let her know when I change my mind, and perhaps even to compensate her if I do so.<sup>12</sup> But I am not (normally) under an obligation to act as I said I intend to act. This, however, is the obligation that would have resulted from promising: If I promise to  $\phi$ , I have an obligation to  $\phi$  – not just an obligation to let you know when I change my mind. Relatedly, Prichard observes that expectations and the obligations they give rise to (when they do) can be based on a number of different beliefs such as that a person is responsible, conscientious, speaks truthfully etc., while a promissory obligation is simply based on the fact that a person promised.<sup>13</sup>

Scanlon is aware of these worries. According to him, promissory obligation is an instance of the obligation of fidelity, and the obligation of fidelity arises when one person 'voluntarily and intentionally' leads another person to expect that she will act in a certain way, knowing that the other person wishes to be assured about her behaviour, and intending to assure her (provided a number of further conditions are in place). 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) A acts with the aim of providing this assurance, and has good reason to believe that he or 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.<sup>14</sup>

Principle F demands that (under certain conditions) a person *A* who intentionally leads another, *B*, to rely on her must act accordingly, unless *B* consents to her not acting as expected. Principle F is meant to answer the objection that raising expectations isn't sufficient for promissory obligation, as well as the objection that promissory obligation is different in character from obligations that result from raising expectations: it adds that the promisee must have a need for assurance, that there is mutual knowledge of this need, and that the promisor intends to provide assurance.

It is, however, subject to the worry that raising expectations isn't necessary for promissory obligations. If there are valid promises which do not even raise the promisee's expectation that the promisor will act as promised, there are *a fortiori* valid promises which fail the more severe conditions on providing assurance (of which raising the promisee's expectation is one).<sup>15</sup>

There is a further problem with EA which builds on the sufficiency objection (and which brings out that Scanlon's reply to the objection may not be successful): It is a circularity worry that has been the main focus of Robins's approach, as well as Kolodny's and Wallace's.<sup>16</sup> How can promising raise an expectation? Perhaps it would be good or useful if the promisor acted as promised, and, being a reasonable person, she can be expected to do what is good or useful. But as the worries about the sufficiency of raising expectations have shown, this would not result in promissory obligation. It would be an instance of what Kolodny and Wallace called an expectation based on 'prior reasons'. Assuring a person by promising is distinctive. It is because you promised that the promisor relies on you. If she relied on you for completely different reasons, the resulting obligation wouldn't be a promissory obligation. But why would she rely on you, unless you had a reason to keep your promise? What would that reason be, if not that, by promising, you incurred an

obligation to act as promised? But if this is the answer, then promissory obligation is presupposed, rather than explained by EA. The obligation, it seems, is the ground of the expectation and not – as EA would have it – its result.<sup>17</sup>

The circularity worry shows that an account like Scanlon's cannot accommodate the objections to the sufficiency of expectation simply by pointing out that promissory obligations indeed depend on further conditions. It would have to explain how those further conditions give rise to a promissory obligation without presupposing the promissory obligation in the explanation. Scanlon's suggestion that raising expectations give rise to promissory obligation if and only if all the other conditions of principle F are also fulfilled remains vulnerable to the circularity objection. How does the promisor's intention to provide assurance succeed in doing so? Either because there are prior reasons (which are independent of the promissory obligation) for acting as promised, and therefore the promisee is assured, but there is no promissory obligation, or there is a promissory obligation, and *therefore* the promisee is assured, but the account is circular. If the promissory obligation is not presupposed, there will be no promissory obligation that results from raising an expectation, or from intending to provide assurance (whether or not there is an obligation of a different kind) – or so the objection goes. In the next section, I will discuss the reply to this worry that Kolodny and Wallace offer on Scanlon's behalf.

The objections to expectation being a necessary condition of a promissory obligation are just as vexing for the Scanlonian. The reply may take the form that in all those cases illustrated above (where there seems to be a promissory obligation even when there is no expectation that the agent will act as promised, or when there is no need for assurance) we mistakenly believe that there is a promissory obligation but in fact there is none. Interpreted in this way, EA would be radically revisionary.

Whether or not a revisionist account of promissory obligation is worth pursuing (provided that it can avoid circularity) depends on the possibility of explaining the concept and solving the problems without departing from the common understanding. If it can't be done, EA may yet be a viable contender. I will leave EA behind to consider a different explanation of promissory obligation which sets out to vindicate VOA – despite Hume's and Prichard's objections.

#### 4. *The Practice Account of Promissory Obligation*

As mentioned Hume himself accepts VOA as an account of promising. This is why he finds the promissory obligation problematic. Yet he suggests a solution to the problems he raises: the solution, he believes, emerges when we look at promising as a social practice, or a social convention. He proposes a version of the Practice Account of Promissory Obligation (for short: PA), which is often coupled with VOA as an account of promising.

On any account, promising has a conventional side to it: what counts as giving a promise, which kinds of speech acts or silences can reasonably be interpreted as promising, depends on social conventions. But Hume, and those who embrace PA, invoke social practices to explain promissory obligation – not just promising – because by including social sanctions for non-compliance, the practice provides reasons for keeping promises. PA thus escapes the 'bare wrongings' objection because once there is a social practice there is an interest at stake, even in those cases where the keeping of the promise does not achieve anything of value. In contrast to EA (which revolves around the interests of the promisee) PA focuses on the promisor's interest in maintaining a reputation of reliability and trustworthiness.

While PA clearly avoids the problem of bare wrongings, it is a moot point whether it also escapes the bootstrapping objection. If it is impossible to create obligations directly (i.e. if Prichard's axiom is true), how can the Practice Account help? Perhaps in this way: we (the participants of a practice of promising) believe that by promising we create obligations. This is just a shared delusion. But since non-compliance with promises is socially sanctioned, in many situations we rightly believe that we ought to keep our promises, even if we are mistaken in thinking that this is because 'we bound ourselves' by making them. Thus the bootstrapping problem would be solved because there is no bootstrapping: there is no obligation that is created directly by promising. It remains to explain the common delusion. If the defender of PA adopts this strategy, PA would not provide an account of promissory obligation that vindicates VOA after all.

PA immediately brings back some of the objections to EA: PA is not a good fit for the promissory obligation, as we normally understand it. We believe that we have a promissory obligation even when our reputation would not suffer if we were to break the promise. Philippa Foot cites an example of this kind: the anthropologist

Mikluko-Maklay had been sent out from Russia in the 1870s or 1880s to study the indigenous people of the Malayan archipelago. Kropotkin says: '[H]e had with him a native who had entered his service on the express condition of never being photographed. The natives [...] consider that something is taken out of them when their likeness is taken by photography. One day when the native was fast asleep, Maklay [...] confessed that he was awfully tempted to photograph his native, the more so as he was a typical representative of his tribe and would never have known that he had been photographed. But he remembered his agreement and refrained'.<sup>18</sup>

PA cannot explain why Maklay was under an obligation to refrain. Assuming that he was, it seems that the practice-based reason for keeping the promise isn't necessary for promissory obligation.

In addition, Scanlon as well as Kolodny and Wallace object that the keeping of a promise is owed to the promisee – whereas according to PA, the reason for keeping the promise is self-regarding.<sup>19</sup> Kolodny and Wallace therefore propose a *hybrid view* which sets out to overcome the circularity worry to EA (and to Scanlon's version of the account in particular) and the objections to PA by combing the two: (i) The distinctive way of assuring a person by promising is practice-based and leads to a practice-based obligation. This answers the circularity worry that EA encounters.<sup>20</sup> Not just any prior reason which gives rise to a reasonable expectation gives rise to a promissory obligation. Only an expectation which is grounded in the distinctive practice of promising does. (ii) But there is also an obligation which is owed to the promisee, if she is in fact assured that the promisor will act as promised. This is a *directed* obligation and it is based on Scanlon's Principle F. The practice-based obligation, by contrast, is general: Violating it leads to free-riding on the practice.

The hybrid view attempts to solve the problems that EA and PA encounter by combining their strengths. Does it avoid their weaknesses? It seems not. All the objections that target the necessity of the existence of a practice or the raising of an expectation remain in place.

A further worry has been noted by Prichard as it affects PA. He raises the – to my mind – most important objection to PA: that one may not be trusted again if one breaks a promise makes it 'wise and sensible'<sup>21</sup> to keep the promise. But it does not create an *obligation* to keep it. The reasons for keeping promises that PA appeals to are simply of the wrong kind.

I believe that Prichard's objection to PA is decisive: it cannot explain the promissory *obligation*, even though it points to a reason for keeping one's promises – or at any rate some of them. The reason it focuses on is of the wrong kind, because it is not a reason to comply with an obligation. With regard to Prichard objection (as well as some of the other objections), the hybrid account doesn't fare any better than PA on its own.

Any account that invokes PA as one of its parts (like the hybrid view) is a bad fit for promissory obligation because there can be promissory obligations when there is no reason to fear the social sanction, and neither the practice nor social cooperation is undermined. This has sometimes been described as the problem of 'free-riding' on a socially useful practice. But this way of putting the point is really misleading: it would be free-riding only if it were morally wrong. Yet, the Practice Account has not revealed why it is wrong. If the reason for promise keeping is a reason to avoid the sanction, then there is a reason to keep one's promise only when doing so is necessary to avoid the sanction. Keeping them in other cases would be merely superstitious.<sup>22</sup>

As in the case of EA, a proponent of the Humean Practice Account could defend it as a revision of our common understanding, claiming that there is indeed a good reason to keep many promises, never mind that it is not a reason to comply with an obligation, and there is no reason to keep promises if breaking them is certain to go undetected. As before, this would be a radical departure from the common view, but worth pursuing if we can't do better.

Rawls attempts to take the Practice Account further. He maintains that 'the principle of fidelity'<sup>23</sup> – the principle according to which one ought to keep one's promises – is a principle of justice that we accept in the Original Position because of its benefit of stabilizing 'small scale schemes of cooperation'.<sup>24</sup> Therefore, violating it is morally wrong, or perhaps 'free-riding'. Note that Rawls's version of PA is different from the Humean one: the reason for keeping the promise is not that failing to do so will undermine one's reputation as trustworthy, but that it would be a violation of a principle of justice. Thus the objection to the Humean view that the practice-based reason for keeping the promise is not necessary for promissory obligation does not affect Rawls's account. He does not rely on this kind of practice-based reason. But Rawls's approach pushes the question back to why, in the Original Position, we would accept a principle of fidelity that holds even when there is no social sanction and no benefit. After all, 'small scale schemes of cooperation' would not be destabilized if the principle didn't extend to such cases. Or alternatively, while there presumably is a way of fixing the Original Position in such a way that choosing 'the principle of fidelity' would be rational, why does the so described Original Position have normative authority? And in any case, it leaves Prichard's objection that it remains unclear why there is an obligation, rather than just a reason of a different kind to keep one's promises, as well as Scanlon's and Kolodny/Wallace's objection that Rawls cannot explain why a promisor wrongs the promisee (and not the community at large) by breaking her promise.<sup>25</sup>

A Rawlsian reply might be that in the Original Position, we would rationally choose a principle according to which valid promises give rise to *directed* obligations: obligations which are owed to the promisee. But this suggestion cannot draw on any support from PA: there may in fact be a social practice of promising which is constituted by certain rules that its participants accept. The participants of this practice believe that valid promises create directed obligations. But the question remains whether there are such obligations. The Rawlsian account sets out to vindicate the existing practice. It does so by pointing to its usefulness<sup>26</sup> or its rational acceptability. But (as far as I can see) it does not succeed in showing that the existing practice is more useful (or more rationally acceptable under the conditions of the Original Position) than an alternative one according to which

there is no reason to keep promises if not keeping them is certain to go undetected, and will therefore have no negative consequences. Cast in rule-consequentialist terms<sup>27</sup>: keeping promises even when nothing can be gained by doing so (i.e. when breaking the promise would be a ‘bare wronging’) is mere rule-worship. The answer ‘but the practice is constituted by the rule that promises are valid even under those circumstances’ doesn’t help, because while this may be true of our actual practice of promising, the vindication of the practice has to show that this practice is better than a practice promising\* which doesn’t incorporate the rule. A reply to this worry would probably need to rely on arguments, like the ones I will discuss in part 2 – the companion of this article – for the rival normative powers account of promissory obligation.

I relied throughout on Prichard’s claim that a vindication of the ordinary view of promising requires showing that there is an obligation to keep one’s promises, and not just that there is a reason (of some other kind) to do so. In part 2, I will explain in detail the difference between having a reason and being under an obligation, and yet another account of promissory obligation which focuses on the idea of normative powers, and may escape the problems we have encountered thus far. Stay tuned!<sup>28</sup>

### Short Biography

Ulrike Heuer is an Associate Professor in the philosophy department at Leeds University. Her work focuses on theories of practical reasons, and some aspects of normative ethics. Recent publications include ‘The Paradox of Deontology, Revisited’ in Mark Timmons (ed), *Oxford Studies in Normative Ethics*, Oxford University Press 2011; ‘Beyond Wrong Reasons: The Buck-Passing Account of Values’ in Michael Brady (ed), *New Waves in Metaethics*, Palgrave 2010; and ‘Wrongness and Reasons’ in *Ethical Theory and Moral Practice* 2010.

### Notes

\* Correspondence: University of Leeds, Woodhouse Lane, Leeds, West Yorkshire LS2 9JT, UK. Email: U.Heuer@leeds.ac.uk.

<sup>1</sup> *Treatise*, 3.2.5–14/15–524.

<sup>2</sup> *Treatise*, 3.2.1.

<sup>3</sup> Prichard (2002a), p. 257.

<sup>4</sup> Prichard (2002a).

<sup>5</sup> Roughly, this is the view of Hume, Prichard, Anscombe, Robins, Raz, Owens (et al.). The wording is very close to Raz’s.

<sup>6</sup> Or so I shall assume. This view is widely shared, and has been argued for by (e.g.) Brunero (2007), Broome (2000), Kolodny (2011).

<sup>7</sup> Promises needn’t be utterances of any kind; in the right circumstances being silent or nodding (or some other action) may constitute promising. I use ‘utterance’ only for brevity’s sake.

<sup>8</sup> Prichard (2002a), p. 258.

<sup>9</sup> Kolodny/Wallace (2003), p. 132.

<sup>10</sup> Raz (1977).

<sup>11</sup> Owens (2006).

<sup>12</sup> Scanlon (1998a), p. 301f.

<sup>13</sup> Prichard (2002a), p. 259.

<sup>14</sup> Scanlon (1998a), p. 304.

<sup>15</sup> Scanlon (1998a) responds to a worry of this kind in his discussion of ‘Profligate Pal’, pp. 311ff.

<sup>16</sup> Robins (1976), 324ff; Kolodny/Wallace (2003).

<sup>17</sup> Scanlon (1998a) addresses the circularity problem (to my mind unsuccessfully) on pp. 307f.

<sup>18</sup> Philippa Foot (2001) p. 47; quote from Kropotkin, *Memoirs of a Revolutionist*, 229.

<sup>19</sup> Scanlon (1998b); Kolodny/Wallace (2003), pp. 148ff.

<sup>20</sup> Owens (forthcoming) suggests that the practice account itself gives rise to a circularity worry. How could the practice possibly emerge when there is no promissory obligation before the practice has been established. This doesn't strike me as a devastating objection, for while the practice could not be the result of complying with obligations, it might instead come about as a result of believing that there is an obligation because (say) God said so, or any other belief, whether true or false, that leads a community to expect certain kinds of behaviour of one another.

<sup>21</sup> Prichard (2002a), p. 263.

<sup>22</sup> There are of course many attempts, specifically within the Kantian tradition, to establish that the violation of certain practices is wrong not only because of its consequences (such as damaging one's reputation, or undermining a socially useful practice), but 'inherently'. As Kant famously claimed, it involves a contradiction. Here the 'practice' is presumably not understood simply as a social institution. Or perhaps the suggestion is that those social practices which cannot be violated without contradiction are the morally justified ones. I will not discuss this suggestion further, but it might – if successfully argued for – provide a defense of PA against Prichard's objection.

<sup>23</sup> This is now Rawls's, not Scanlon's, 'principle of fidelity'; Rawls (1971), p. 346.

<sup>24</sup> Rawls (1971).

<sup>25</sup> A further objection to both the Humean and the Rawlsian view has been put forward forcefully by Seana Shiffrin (2008): promises are not typically given to strangers (as 'small scale schemes of cooperation' suggests); their importance becomes intelligible only when we begin to investigate their role in intimate personal relationships (similarly, Raz 1977). But see also Markovits (2011) who argues against this claim.

<sup>26</sup> This is Rawls's view in Rawls (1955) which – while being committed to rule-consequentialism – seems nonetheless broadly compatible with his account in Rawls (1971). According to the later view, the rationality of accepting the constitutive rules of the practice depends on whether doing so is in the interest of agents behind the veil of ignorance.

<sup>27</sup> Rawls (1955).

<sup>28</sup> I presented an early version of this paper in the CEM colloquium at Leeds, and I am grateful to the participants for a very instructive discussion. In particular, I would like to thank Daniel Elstein, Wouter Kalf, Gerald Lang, Timothy Taylor, Georgia Testa and Pekka Väyrynen. Norbert Anwander, David Owens, Joseph Raz, Mark van Roojen and an anonymous referee provided me with very helpful comments on an earlier draft – while I doubt that I have addressed their worries to their satisfaction, I have benefitted very much from receiving them.

## Works Cited

- Anscombe, G. E. M. 'Rules, Rights and Promises.' *Collected Philosophical Papers*, Vol. II, Ed. Mary Geach and Luke Gormally. Oxford: Blackwell, 1981. 97–106.
- Anwander, Norbert. *Versprechen und Verpflichten*. Paderborn: mentis, 2006.
- Broome, John. 'Normative Requirements.' *Normativity*. Ed. J. Dancy. Oxford: Blackwell, 2000. 78–99.
- Brunero, John. 'Are Intentions Reasons?' *Pacific Philosophical Quarterly* 88 (2007): 424–44.
- Foot, Philippa. *Natural Goodness*. Oxford: Clarendon Press, 2001. 47–51.
- Hume, David. *A Treatise of Human Nature*. Oxford: Oxford University Press, 1978 [1740].
- Kolodny, Niko. 'Aims as Reasons.' *Reasons and Recognition: Essays on the Philosophy of T.M. Scanlon*. Eds. S. Freeman, R. Kumar, and R. J. Wallace. New York: Oxford University Press, 2011. 43–78. chapter 3.
- and R. Jay Wallace. 'Practices and Promises Revisited.' *Philosophy and Public Affairs* 31.2 (2003): 119–54.
- Markovits, Daniel. 'Promise as an Arm's-length Relation.' *Promises and Agreements*. Ed. H. Sheinman. Oxford & New York: Oxford University Press, 2011. 295–326.
- Owens, David. 'A Simple Theory of Promising.' *The Philosophical Review* 115.1 (2006): 51–77.
- . 'Duress, Deception, and the Validity of a Promise.' *Mind* 116 (2007): 293–315.
- . 'Promising Without Intending.' *The Journal of Philosophy* 105 (2008): 737–52.
- . 'The Problem with Promising.' *Promises and Agreements*. Ed. H. Sheinman. Oxford & New York: Oxford University Press, 2011. 58–79.
- . *Shaping the Normative Landscape*. Oxford: Oxford University Press, forthcoming.
- Prichard, H. A. 'The Obligation to Keep a Promise.' *Moral Writings*. Ed. J. MacAdam. Oxford: Clarendon, 2002a [c. 1940]. 257–65.
- . 'Exchanging.' *Moral Writings*. Ed. J. MacAdam. Oxford: Clarendon, 2002b [1940]. 266–7.
- Rawls, John. 'Two Concepts of Rules.' *The Philosophical Review* 64.1 (1955): 3–32.
- . *A Theory of Justice*. Cambridge (Mass.): Harvard University Press, 1971. 344–7.
- Raz, Joseph. 'Voluntary Obligations and Normative Powers.' *Proceedings of the Aristotelian Society, Supplementary Volume* 46 (1972): 79–102.
- . *Practical Reasons and Norms*. Oxford: Oxford University Press, 1975.
- . 'Promises and Obligations.' *Law, Morality and Society: Essays in Honour of H. L. A. Hart*. Eds. P. M. S. Hacker and J. Raz. Oxford: Clarendon Press, 1977. 210–28.
- . 'Review: Promises in Morality and Law by P. S. Atiyah.' *The Harvard Law Review* 95.4 (1982): 916–38.

- . 'Reasoning With Rules.' *Current Legal Problems* 54 (2001): 1–18.
- Robins, Michael. H. 'The Primacy of Promising.' *Mind* 85.339 (1976): 321–40.
- Scanlon, T. M. 'Promises and Practices.' *Philosophy and Public Affairs* 19 (1990): 199–226.
- . *What We Owe to Each Other*. Cambridge (Mass.): Harvard University Press, 1998a.
- . 'Promising.' *Routledge Encyclopedia of Philosophy*. Ed. E. Craig. London: Routledge, 1998b. Retrieved on 09 July 2011 from: <http://0-www.rep.routledge.com.wam.leeds.ac.uk/article/L118>
- Shiffrin, Seana. 'Promising, Intimate Relationships, and Conventionalism.' *The Philosophical Review* 117.4 (2008): 481–524.