

He has grown fat and bald, and he has not made his fortune. But I can't trust those facts alone to steel your heart against him, and that's why I ask you to promise.
—Henry James, *Washington Square*

Jacob is a high school senior, his country is at war, and many of his friends and classmates have already enlisted in the military. His father is losing sleep, afraid that Jacob might follow his peers into battle, thereby risking his life and jeopardizing his college scholarship. Aware of his father's concerns, and wishing to allay them, Jacob has at his disposal two ways of putting him at ease. He might promise that he won't enlist, giving his father his word. Alternatively, he can cite the reasons for which the prospect of enlistment is in fact anathema to him. Opting for the latter approach, Jacob tells his father that his worries are misplaced, proceeding to recite a litany of charges against his nation's wartime conduct, as well as a recent history of recurring shin splints. He goes further, revealing that he has met the love of his life, and disclosing their grand plans for the fall when they will enroll at the same university and pursue a common cause of pacifism. This revelation raises a new concern, but Jacob succeeds in reassuring his father that he will at least be spared from the perils of war.

Sure enough, Jacob's relationship fizzles, and with it his high ideals. He continues to believe that his nation's leaders are feckless, but soon discovers that the enemy is worse. He learns of custom-design boots that can protect his legs, and of the senseless, brutal killing of a dear friend on the battlefield. Emboldened, Jacob decides that college can wait and prepares to enlist. Recalling his prior conversation with his father, he is relieved that he never promised not to enlist. He was sincere when he spoke but made no

For generous feedback on versions of this article, I am especially grateful to James Brandt, Kevin Dorst, David Enoch, John Goldberg, Anil Gupta, Eli Hirsch, Niko Kolodny, Harvey Lederman, Richard Moran, T.M. Scanlon, Erica Shumener, R. Jay Wallace, Daniel Webber, and two anonymous referees.

commitments that might have interfered with his present plans. If he had promised, he knows he might have enlisted anyway, but, if he had, he would have been wracked with guilt about breaking his word to a beloved parent.¹

There is, I take it, no question that a promise to his father would have affected the normative significance of Jacob's enlistment. And yet a leading theory of promising, T. M. Scanlon's assurance theory, lacks the resources to explain this significance. According to the assurance theory, the latest in a distinguished line of "expectation theories" of promising, a promisor's obligation to the promisee can be traced to a general principle, Principle F, which holds that if A voluntarily and intentionally provides B with welcome assurance that A will X (unless B consents to A's not-Xing), and B is assured, then—absent B's consent or special justification, and provided that certain mutual knowledge conditions are met—A owes it to B to X.² (The canonical formulation of Scanlon's "Principle F" reads as

1. Jacob's speech may have taken the following form: "Dad, I hear that you're worried that I may enlist, but you really shouldn't be. The very thought of enlisting makes me sick, and I have no plans to do so. For one thing . . ." By contrast, if he had promised, he might have said, "Dad, you have nothing to worry about. I won't enlist. You have my word." Of course, he might have provided both forms of assurance: "Don't worry, I won't enlist. You have my word. Besides, I don't even want to enlist. For one thing, . . ." Other than maintaining that Jacob makes a promise in the second and third cases, but not in the first, I make no claims about the conditions for making a promise, and certainly allow that one can promise without using express promissory terminology, such as "I promise" or "I give you my word." In particular, as many writers have noted, it is clearly possible to promise by uttering "I will X" in suitable contexts. More generally, our promising conventions are subtle and context-sensitive, and in presenting unambiguous cases, I am in no way denying that there is often considerable uncertainty as to whether someone has promised.

2. Expectation theories have a long history, tracing (arguably) at least as far back as Bentham's "disappointment-prevention principle." Jeremy Bentham, *The Works of Jeremy Bentham*, Vol. V (Edinburgh: William Tait, 1838–43), 416. See also Jeremy Bentham, *The Collected Works of Jeremy Bentham: An Introduction to the Principles of Morals and Legislation*, eds. J.H. Burns and H.L.A. Hart (Oxford: Clarendon Press, 1970), 46 ("Where the enjoyment happens to have been looked for with a degree of expectation approaching to assurance, and that expectation is made suddenly to cease, it is called a pain of disappointment"). In more recent times, many non-utilitarians have also adopted expectation theories of promising; prominent examples include F.S. McNeilly, "Promises De-Moralized," *Philosophical Review*, 81, no.1 (January 1972): 63–81; Neil MacCormick, "Voluntary Obligations and Normative Powers I," *Proceedings of the Aristotelian Society, Supplementary Volumes*, 46 (1972): 59–78; P.S. Atiyah, *Promises, Morals and the Law* (Oxford: Clarendon Press, 1981), 45–8. What distinguishes Scanlon's account from other recent expectation theories is its appeal to the interest in assurance rather than reliance, which allows him to avoid certain difficulties associated with reliance-based accounts. For example, Scanlon's account easily explains why one can be obligated on account of a promise even when a (trusting) promisee has not (otherwise) relied on the promisor's performance.

follows: “If (1) A voluntarily and intentionally leads B to expect that A will do x [unless B consents to A’s not doing x]; (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 some special justification, A must do x unless B consents to x’s not being done.”³) On this view, promising is one way, though not the only way, in which such obligation-generating assurance can be provided. By appealing to the more general assurance principle, Scanlon seeks to provide an explanation of (directed) promissory obligation. While a number of writers have challenged the assurance theory *qua* theory of promissory obligation (e.g., by claiming that one can incur a promissory obligation without satisfying the conditions of Scanlon’s assurance principle), the validity of the assurance principle itself has rarely been directly challenged (and never persuasively) and continues to be appealed to as a source of obligation.⁴

3. T.M. Scanlon, *What We Owe to Each Other* (Cambridge, MA: Harvard University Press, 1998), 304. Scanlon first offered his account in T.M. Scanlon, “Promises and Practices,” *Philosophy & Public Affairs* 19, no. 3 (Summer 1990): 199–226, and also discussed it at length in T.M. Scanlon, “Promises and Contracts,” in *The Theory of Contract Law: New Essays*, ed. Peter Benson (Cambridge: Cambridge University Press, 2001), 86. None of the differences between these treatments bear on the analysis to follow.

4. Kolodny and Wallace follow Scanlon in holding both that the assurance principle (Principle F) is a valid principle and that it is the source of the directed obligation owed to a promisee. Niko Kolodny and R. Jay Wallace, “Promises and Practices Revisited,” *Philosophy and Public Affairs* 31, no. 2 (Spring 2003): 119–54. Michael Bratman has recently appealed to Scanlon’s assurance theory as a way of explaining (in the course of a long running debate with Margaret Gilbert) why shared plans may give rise to obligations to perform, even when they are not entered into via promissory undertakings. Michael Bratman, *Shared Agency: A Planning Theory of Acting Together* (Oxford: Oxford University Press, 2014), 110–11. Many writers have challenged Scanlon’s claim that the moral significance of promising is to be explained by the assurance principle (Principle F)—see, for example, Joseph Raz, “Voluntary Obligations and Normative Powers II,” *Proceedings of the Aristotelian Society, Supplementary Volumes* 46 (1972): 79–102, esp. 99–100; Seana Valentine Shiffrin, “Promising, Intimate Relationships, and Conventionalism,” *The Philosophical Review* 117, no. 4 (October 2008): 481–524. However, the validity of the principle itself, despite its broad practical and theoretical significance (independent of its relation to promising), has rarely been challenged. David Owens criticizes the validity of Principle F, but in a roundabout, indirect manner. David Owens, *Shaping the Normative Landscape* (Oxford: Oxford University Press, 2012), 215. Margaret Gilbert attacks the view that the conditions of Principle F generate a *directed* obligation, but expressly leaves open the possibility that it generates a “nondirected” obligation. Margaret Gilbert, “Scanlon on Promissory Obligation: The Problem of Promisees’ Rights,” *The Journal of Philosophy* 101, no. 2 (February 2004): 107. I am aware of only one previous direct attack on Principle F, by Nicholas Southwood and Daniel

Jacob's act of assuring his father appears to satisfy the conditions of Principle F. Since a promise would have changed the normative significance of the act, it appears that the significance of such a promise is not (fully) explained by Principle F. More fundamentally, and quite apart from Principle F's relation to promising, the example also appears to show that the principle is invalid, since its conditions are too weak: Jacob does not owe it to his father to refrain from enlisting, as he would have if he had given him his word. Of course, if his father would be anguished as a result of his enlisting, this might give Jacob reason not to enlist, as might the mere disapproval of a parent in good standing. But any such reasons would derive not from the prior act of assurance, but rather from the toll that his conduct would take on his father or in virtue of a valuable relationship. Whether or not the prior assurance gives Jacob any reasons at all not to enlist, they do not rise to the level of (directed) obligation.

In order to accommodate any of the above judgments about Jacob's enlistment, the proponent of the assurance theory must claim that, despite appearances, Jacob failed to satisfy the conditions of Principle F—or, if he did, that the relevant act type (i.e., the value of "x") is not the act type of refraining to enlist.⁵ In due course I will consider the possibility that Jacob did not provide assurance in the sense of that term that figures in Principle F. I will also consider the costs of accepting the counterintuitive verdict that Jacob is obligated. I begin, however, by considering the first condition of Principle F concerning the intentional arousal of expectations. The first condition states that "A voluntarily and intentionally leads B to expect that A will do x (unless B consents to A's not doing x)." Let us flag the proviso regarding consent and the question of how to interpret the

Friedrich, which, among other things, altogether neglects to consider the proviso in the first condition of Principle F ("unless B consents . . ."), which is (as we shall soon see) the site of much of the action. Nicholas Southwood and Daniel Friedrich, "Promises Beyond Assurance," *Philosophical Studies* 144, no. 2 (May 2009): 261–280.

5. This assumes that none of Principle F's "special justifications" apply. On the harmless assumption that refraining from enlisting is not immoral (harmless because we could always just switch the example if it is), none of the justifications enumerated by Scanlon ("immoral cases," "emergency cases," "threat cases," "paternalistic cases," "permission cases") applies. T.M. Scanlon, *What We Owe to Each Other*, 305 (see esp. note. 7), 299. One might be tempted to add to his list by including something akin to the legal doctrine of *force majeure*—an unforeseen and dramatic change in circumstances not due to actions by the parties (e.g., a global pandemic). However, the change in this case is not nearly dramatic or unexpected enough—as a matter of legal doctrine, at least.

conditional. We will return to this question later; let us first consider the strategy of accommodating the case by denying that Jacob voluntarily and intentionally led his father to believe that he would refrain from enlisting.

Jacob sought to reassure his father by appealing to (what he took to be) his independent reasons not to enlist. Such considerations provide grounds for believing that Jacob won't enlist *only on the assumption* that Jacob's perceptions of those reasons will not undergo a material change in the relevant period, whether due to a change in the facts or merely to a change in Jacob's attitudes.⁶ Accordingly, a defender of Principle F might hold that these assumptions constitute conditions belonging to the proposition that Jacob set out to get his father to believe: strictly speaking, Jacob *only* aimed for his father to believe the proposition expressed by "I will refrain from enlisting *unless my perception of the reasons change, whether due to a change in the facts or in my attitudes.*" Given that he only enlisted once his assessment of the relevant reasons changed, Jacob did not in fact do that which he intentionally led his father to expect that he wouldn't.⁷

To better see the flaws with the proposal, we may consider a simpler case, in which it is clear that a speaker aims to induce a certain belief in her hearer, even though she aims to do so by providing reasons that support a different belief, counting on the hearer's background assumptions to serve as a bridge. B would like to hire C to teach her how to play tennis, and it is mutually understood that C will only take the job if he believes that he will be paid his usual fee for the lesson. Since B's word is no good around here, an unenforceable promise to pay the fee would not be enough to get C to provide the lesson. In an effort to get C to believe that he will get paid for providing the lesson, B enters into a legally enforceable contract with him, on which basis C comes to form the requisite belief. The contract gives rise to the belief only in light of an assumption, shared by B and C, that the law will not change in pertinent respects in the interim—for example, that the legal authorities will not strip members of a certain class, to which C belongs, of their legal rights before payment is due. Does it follow from the role played by this

6. Another assumption is that Jacob will act on his perceived (all things considered) reasons, which rules out, among other things, his changing his mind "for no reason" or "for no good reason."

7. Here and in what follows I assume that "A intentionally leads B to expect that A will do x" is true only if A acts *with the aim* of getting B to believe that A will do X. This assumption is harmless thanks to the explicit "aim" requirement in the third condition.

assumption (and many others like it) that B did not exercise her legal power to enter into the contract with the aim of getting C to believe that he will get paid for giving the lesson? Does it follow that B exercised the legal power *merely* with the aim of getting C to believe that he will get paid for the job *if* the law does not change in the interim? Certainly not. To be sure, in certain cases, one may exercise a legal power with the sole aim of inducing in another the belief that one has conferred a legal right, taking no interest in the other beliefs that may or may not arise as a result. However, in the case under consideration, B has an interest, and an aim, in getting C to form the belief that he will get paid for doing the job. For, absent that belief, C will not show up to the courts. Similarly, Jacob's ultimate, overt aim is to allay his father's concerns, which requires getting his father to believe that Jacob will not enlist in the military. As a means of promoting this aim, he informs his father of considerations that, *given the father's background beliefs*, will (he hopes) lead his father to form the belief that Jacob will not enlist. While it is of course possible for one to aim to induce *only* the conditional belief that one will not enlist *unless* certain facts change, this is not the situation in which Jacob finds himself. He is openly aiming to get his father to quit worrying, which, it is mutually understood, requires his coming to believe that Jacob will not enlist.

Still, one might wonder what to make of Jacob's failure to make a promise that was available to him, and whether this alone calls into question the presence of an intention to provide unconditioned assurance that he would not enlist. When somebody's promise is wanted but withheld, some lesser form of assurance is sometimes offered in its place. Sometimes the downgrade comes in the form of a proviso: you ask for a promise that I will not tell your secret, and I respond by promising not to tell unless my spouse asks me to account for my whereabouts. On other occasions, a promise is denied altogether, and some non-promissory assurance is offered as a kind of consolation. For example, I won't assure you that I will keep your secret, but I assure you that it is *likely* that I will, and I do so by observing that it is unlikely that I will find myself in a position where I would stand to gain from divulging your secret.⁸ But it hardly follows from the possibility of such cases of limited assurance that all non-promissory assurances take this form, and it is not at all uncommon for one to aim to provide another with assurance that one *will* act in a certain way by appealing to one's independent reasons for so acting. In particular, given the wide range of

8. We may assume, for the sake of argument, that such assurance would not satisfy the conditions of Principle F. If this assumption fails, so much the worse for Principle F. Thanks to an anonymous referee for clarifying this.

factors that might explain why someone fails to make a promise on a given occasion, the mere failure to make a promise—particularly when a promise was not requested—often tells us quite little about the aims with which some act of non-promissory assurance was performed. In the case of Jacob, possible explanations for his failure to promise that do not imply an intention to give anything less than full assurance might include a concern that his father would not credit his promise, an adolescent’s reluctance to cede hard-won normative authority over important life decisions back to a parental figure, or simply the absence of a perceived reason to make the promise in light of the available alternative (“I just didn’t think to do it,” he might later tell an incredulous psychotherapist). Accordingly, one cannot infer from Jacob’s failure to promise that he did not intend to assure his father that he would not enlist, and we may simply clarify (or emphasize what was already apparent) that it was mutually understood that Jacob acted with the aim of providing such assurance to his worried father.⁹

At this point, a proponent of the strategy under consideration may switch gears. Even if Jacob intended for his father to form the belief (the belief that Jacob wouldn’t enlist), and even if Jacob succeeded in this aim, perhaps he still did not *lead* his father to form the belief in the relevant sense. By analogy, I may intend for you to get home safely, and succeed in carrying out this intention by driving you to the edge of your driveway, leaving you to walk the final stretch alone. In the same way, the thought goes, Jacob did not lead his father to form the belief that Jacob would not enlist, and Jacob’s father traversed the final stretch alone, aided by the assumption that Jacob’s perceived reasons would not change in material respects. Once again, according to this version of the proposal, Jacob merely led his father to believe that he will not enlist *unless his (perceived) reasons change*.

Even if this proposal calls attention to an epistemically significant line, it is not clear why such a line might be thought to carry normative significance. (Compare: if I were to give you a lift home with the knowledge that danger awaits you there, it would make no moral difference that I merely dropped you at the edge of your driveway rather than at the foot of your door.) In any case, there are decisive reasons to reject the (somewhat desperate) proposal. If the proposal were correct, then even if Jacob had reassured his father by explicitly promising that he would refrain from enlisting, he would still not have

9. One can resist this clarification only by denying the possibility of overtly satisfying the first condition by means of a non-promissory act. (And this is a good occasion to reiterate that, as many have observed, one can promise by uttering “I will X”—or, we may now add, “I assure you that I will X”—in suitable contexts).

intentionally led his father to expect that he would refrain from enlisting. For a promise gives a promisee sufficient reason to believe that the promisor will perform *only on the assumption* that the promisor will keep his promise. Barring another source of (directed) promissory obligation, the proposal therefore entails that, if he had promised, Jacob would have succeeded only in incurring the conditional “obligation” to refrain from enlisting *unless he does not keep his promise*. Such an implication is nothing less than a *reductio* of the proposal.¹⁰

We may now rest content that Jacob intentionally led his father to believe that he would not enlist, and revisit the proviso of the first condition of Principle F. Even if he intentionally led his father to believe that he would not enlist, perhaps Jacob did not trigger Principle F in virtue of failing to intentionally lead his father to believe that he would not enlist *unless his father consents to his enlisting*. There are three interpretations of the first condition worthy of consideration, one of which construes the conditional materially, the others subjunctively.¹¹ (Each is labeled when introduced, and they are all reproduced serially below.) On the material rendering (1-b), A assures B that either A will X or B will consent to A’s not-X-ing. “A will X” is stronger than the material conditional, and any act that gives someone reason to believe the former will also give them reason to believe the latter. To be sure, one can seek to assure someone that one proposition is true without seeking to assure them that some weaker proposition is true. (In particular, I may seek to assure someone that *p* without *seeking* to assure them that *p or q*.) Nevertheless, if one would incur an obligation in virtue of intentionally assuring someone of a certain proposition, then surely one cannot escape responsibility on the ground that one

10. A similar point applies to non-promissory assurance. Another assumption, standing between Jacob’s perceived reasons for not wanting to enlist and his father’s belief that Jacob will not enlist, is that Jacob will act on his perceived reasons—that he will not, for example, change his mind “for no reason” or “for no good reason.” Accordingly, if all relevant background assumptions are to be converted into conditions of the obligation produced by F, Jacob incurs the conditional “obligation” not to enlist unless either his perception of the reasons change *or* he changes his mind. This, of course, is no obligation at all. Accordingly, while the proposal would explain why Jacob is under no obligation, it would do so at an unacceptable cost.

11. Richard Parkhill is alone among commentators in distinguishing between “material” and “modal” interpretations of the first condition of Principle F, offering one modal construal (roughly equivalent to what I call “1-d” below). Richard Parkhill, “Assurance and Scanlon’s Theory of Promises,” *Proceedings of the Aristotelian Society*, 108, no. 1 (2008): 386. However, Parkhill does not recognize that the resulting principle is insufficient for obligation, arguing instead (erroneously, as my argument below illustrates) that its conditions can only be satisfied by a promissory act.

has intentionally assured them of something stronger. Accordingly, one who construes the conditional materially must also hold that Jacob incurred an obligation when he voluntarily and intentionally led his father to believe that he would refrain from enlisting (full stop).¹² Finally, I may note that I do not need to insist on this point—that is, I do not ultimately rely on the view that a material construal of the principle implies that Jacob’s provision of assurance generates an obligation—since the argument to be offered below against the final subjunctive conditional (1-d) applies to the material conditional construal (1-b) as well.

One additional issue concerning the material construal of the conditional bears mention. By now, some defenders of Principle F may be tempted to conclude, however uneasily, that Jacob is indeed obligated in the original case. If they take this position, then they must both construe the first condition materially and hold (with us) that the resulting principle entails that Jacob would be obligated even though he aimed to get his father to believe that he would not enlist (full stop). But this combination of views is not consistent with the motivation for the proviso in the first condition. Scanlon explicitly puts the proviso to work in order to explain why assurers are off the hook when they expressly reserve the right to change their minds, and so it should be interpreted in a way that allows it to perform this work.¹³ However, it is possible for one to include such a rider while still aiming to provide (unconditional) assurance that one will X. For example, Jacob’s provision of assurance would have been no less unconditional if he had inserted the following rider at the end of his original speech: “You understand from our previous interactions of this sort that I would consider it demeaning to myself, and also to you, for me to incur a personal obligation to you to make a choice that really ought to be

12. More formally, if the first condition of Principle F is construed materially, then the validity of Principle F entails the validity of Principle F-a, where Principle F-a differs from Principle F *only* in that the first condition of Principle F-a (“1-a,” as listed below) lacks the proviso of the first condition of Principle F. This entailment is underwritten by the general principle (put forward as self-evident) that if one would incur a certain obligation in virtue of intentionally assuring someone of a certain proposition, then one cannot escape responsibility on the grounds that one has intentionally assured them of something stronger. If this general principle requires pruning or qualification, it is only in virtue of cases that can be cordoned off from the present discussion (for example, those involving opaque entailment relations, or those that involve mere applications of general moral requirements, such as the application to a particular law of a general moral requirement to obey the law).

13. Scanlon, *What We Owe to Each Other*, 403 (note 6).

mine alone.”¹⁴ Accordingly, any defender of the assurance theory who holds that Jacob is obligated in the original case cannot point to the proviso to explain why such a rider is nevertheless effective.¹⁵ (In an effort to provide an alternative explanation, such a proponent of the assurance theory may be tempted to modify Principle F by adding a further condition that simply states that A does not disclaim the obligation. However, such a condition would be contrary to the animating spirit of the assurance theory—indeed, of any expectation theory—as it would involve the recognition of a (normative) power to impair or modify moral relations by mere stipulation or fiat.)

We may now consider two alternative renderings of the conditional as a (future) subjunctive. On the first subjunctive reading (1-c), Jacob satisfies the first condition if he voluntarily and intentionally leads his father to believe the proposition expressed by the following: “If I should enlist, then you shall have consented to my enlistment.” In other words, to adopt the convenient (and, for our purposes, dispensable) parlance of “possible worlds,” Jacob needs to intentionally get his father to believe that the nearest world in which he enlists is one where he has previously obtained his father’s consent. Unlike the material conditional, such a conditional (1-c) is not entailed by the proposition that Jacob will refrain from enlisting, and so avoids the difficulties that resulted from the relative weakness of the material conditional—in particular, the principle incorporating this conditional, like the one incorporating the other subjunctive (1-d), does not entail that Jacob is obligated in the original case. Nevertheless, despite this advantage, the subjunctive construal (1-c), like the material, is open to decisive counterexample. Just imagine that after sincerely reflecting on the strength of the reasons he just recited (his relationship, his pacifism, his conflicting plans for the fall, his shin splints, his dim view of his nation’s foreign policy and military conduct), and on his feelings toward his father, Jacob closes his speech with the following sentence: “Short of a plea from my dear old

14. We may note in passing that someone in Jacob’s position may find it awkward or difficult to make such a statement. This undermines the suggestion that requiring an express disclaimer, as a condition of avoiding an obligation, is to require nothing more onerous than the production of noise. Indeed, a contractualist could plausibly maintain that the interest people have in being able to provide sincere assurances without either making such explicit disclaimers or incurring obligations might render reasonably rejectable any principle that would obligate Jacob in the original case.

15. In the terminology of Footnote 12, the assurance theorist who bites the bullet in the original case must hold that PF-a is a valid principle. But the conditions of PF-a remain satisfied when Jacob inserts the rider articulated above.

dad, I couldn't fathom wanting to enlist." In saying this, he is telling his father that his reasons for not enlisting are so strong that the nearest world in which he enlists is the (distant) one where his (actually worried) father pleads with him to join the fight to defend his nation. On the safe assumption that the contemplated plea would also involve consent, this amended speech (assuming it is believed by the father) satisfies the (first) subjunctive rendering of the first condition. And yet our judgments about Jacob's obligations remain entirely unaltered.

To clinch the case, we need to consider a second subjunctive conditional, the most plausible of all the candidates for the assurance theory. Suppose that, in construing the first condition of Principle F, one were to incorporate the following, different subjunctive (1-d): "I shall do X, even if my independent reasons should change, unless you shall consent to my not doing X." To satisfy such a condition, Jacob must intentionally get his father to believe what he would express by saying, "the nearest world in which I change my mind about the reasons and you don't sign off on my enlisting (i.e., consent to it) is one in which I (still) don't enlist." Short of a condition that makes explicit reference to a promise, one cannot come any closer to capturing the characteristic effect of a successful promise on a promisee. For this reason, this construal of the first condition is the most charitable interpretation of Principle F.¹⁶ Nevertheless, even the version of Principle F that incorporates this condition (1-d) is vulnerable to counterexample. By chasing the shadow of a successful promise (i.e., the beliefs it characteristically gives rise to in the promisee, as well as the promisor's intention to produce those beliefs), Principle F has not managed to capture its substance (i.e., the features that account for its normative significance).¹⁷ Satisfying the conditions of the resulting principle suffices neither to obligate nor to ensure that one has made a promise.

16. The conditional in 1-d is stronger than the following weaker conditional: "I shall do X, unless you shall consent to my not doing X." Accordingly, the counterexample that demonstrates that 1-d is too weak also rules out the weaker conditional, which shall not be separately considered.

17. Scanlon's treatment of promising resembles Gricean accounts of speaker meaning, where all the attention is on the conditions for intentionally producing a certain effect on the audience. There is a cottage industry of counterexamples to Gricean accounts of speaker meaning, which may perhaps also be traced to the preoccupation with the intended effects of an utterance on the audience. For recent trenchant criticism of Grice along these lines, see Richard Moran, *The Exchange of Words: Speech, Testimony, and Intersubjectivity* (Oxford: Oxford University Press, 2018), 96–100, 158–65.

Suppose that Jonah, an eighteen-year-old observant Jew, has a worried father who is afraid that his son will attend a secular university rather than a yeshiva college. Like Jacob, Jonah seeks to reassure his father, not by promising that he won't enroll in the secular college, but rather by appealing to his own set of independent reasons: "Dad, I know you're afraid I'll enroll in secular college, but you have nothing to worry about: first of all, I couldn't be more excited about the prospect of attending a yeshiva college, and I prefer the dual curriculum and religious environment over the secular alternative. Besides, Rabbi Lau [a revered local scholar of Jewish law] announced that it is forbidden by halakha [Jewish law] for anyone to enroll in secular college without obtaining their parents' consent." Some time later, Jonah and his father learn that Rabbi Lau got the law wrong, and that Jonah doesn't in fact need to obtain his father's consent before enrolling in secular college. During the same period, he learns more about the offerings of a certain secular college, and of the religious opportunities available on campus, and his preferences undergo a shift. To his father's dismay, Jonah proceeds to enroll at the secular college; like Jacob, Jonah is relieved that he made no promises that might have stood in the way between him and his chosen pursuits.¹⁸

To recapitulate, we have considered four versions of the first condition of principle F, each one corresponding to a different way of assuring someone that one will do X.

1-a: A voluntarily and intentionally leads B to expect that A will X;

1-b: A voluntarily and intentionally leads B to expect that either A will X or B will consent to A's not-Xing;

1-c: A voluntarily and intentionally leads B to expect that should A not-X, then B shall have consented to A's not-X-ing;

18. I observed earlier that this case serves as a counterexample not only to 1-d but also to 1-b (the material conditional interpretation). A stripped-down version of Jonah's speech brings this out even more clearly. In the abbreviated version, Jonah restricts himself to the final consideration, telling his father: "Dad, you have nothing to worry about: Rabbi Lau [a revered local scholar of Jewish law] announced that it is forbidden for anyone to enroll in secular college without obtaining their parents' consent." If a straightforward promise not to enroll would have satisfied the material construal of the first condition (and it must, or else the material interpretation of the principle is a non-starter), then so does this abbreviated speech.

1-d: A voluntarily and intentionally leads B to expect that should A lack independent reasons to do X and B fail to consent to A's not-X-ing, then A shall (still) X.

As we have seen, each of these conditions is satisfied by one or more of the examples we have considered.¹⁹

By now, the reader has an inkling of what is needed from the first condition of Principle F in order to effectively screen off cases such as those we have considered. To avoid being overinclusive, the first condition must state that (1-p) A voluntarily and intentionally leads B to believe what is expressed by, "I will X, unless you release me from *the promise* that I hereby make, even if my independent reasons should change." In other words, to avoid being too weak, the first condition of Principle F must read: (1-p) A promises B that A will X, and, in so doing, successfully arouses B's expectation that she (A) will keep her word. While this interpretation of the first condition cannot be easily fitted onto Scanlon's text, we have seen that nothing short of it (not even 1-d) screens off the cases that need to be excluded. But incorporating 1-p into Principle F would amount to ultimate surrender for the assurance theorist: the resulting principle merely states that promisors are required to keep their word, adding only (counterintuitively) that they are off the hook if they fail in their attempt to arouse the expectations of the promisee. Since such a principle neither provides sufficient conditions for promising, nor assimilates promissory obligations into a broader class, it does nothing to illuminate the class of obligations it describes, merely repeating verbatim a precept that all have learned at parent's knee, and tacking on a counterintuitive exception. More importantly, while the resulting Principle F is consistent with the fact that those (like Jacob and Jonah) who succeed in providing assurance by non-promissory means are not obligated, we are given no explanation for this fact, leaving the moral significance of assurance (and of the assurance interest) utterly obscure. To be told that acts of assurance are binding when and only when they constitute promises, and

19. The original Jacob example refutes not only 1-a, but also 1-b, since the latter entails the former (see Footnote 12 for the details). The variation on the original Jacob example refutes 1-c (in addition to 1-a and 1-b), while the Jonah example refutes 1-d (in addition to to all the others).

that promises are binding when and only when they successfully assure, is to be left in the dark, both about promising and about assurance.²⁰

All of the other conditions of Principle F, beyond those we have already discussed, are straightforwardly satisfied in the cases we have considered. However, we may linger a little longer on the third condition, which requires that A act with the aim of providing assurance. Might a proponent of the assurance theory maintain that Jacob did not aim to provide assurance in the relevant sense, since his primary aim was to ease his father's troubled mind? Nobody who appeals to Principle F to explain directed promissory obligations (and this includes Scanlon, Kolodny, and Wallace) can consistently take such a position. After all, if, holding constant every other feature of their encounter, Jacob had given his father his word (as in the second and third imagined speeches recorded in footnote 1), all would agree that Jacob had incurred a directed promissory obligation; and if such an obligation were grounded in Principle F, it would follow that the conditions of that principle had been satisfied, including the condition requiring that he acted with the aim of providing assurance. Just as nobody thinks that uttering "I hereby assure you" is a necessary condition for acting with the aim of providing assurance, so too nobody (least of all Scanlon) thinks that making a promise is a necessary condition for acting with the aim of providing assurance; and, by hypothesis, all other features of the encounter—concerning background understandings, Jacob's motives, and so on—have been left fixed. More generally, since

20. Additionally, incorporating 1-p into Principle F collapses the distinction between the assurance theory and normative power theories of promising, insofar as 1-p requires, as a condition of obligation, that one express or communicate that one is *thereby* bound. While Principle F's success condition (requiring that A succeeds in reassuring B) would still distinguish it from normative power theories that require uptake alone, it would arguably be equally vulnerable to important (albeit controversial) Humean and neo-Humean arguments purporting to show that promises (and, by extension, all normative powers) are "naturally something altogether unintelligible," a conclusion that is at odds with the avowedly anti-conventionalist aspirations of the assurance theory. See, especially, David Hume, *A Treatise of Human Nature*, eds. David Fate Norton and Mary J. Norton (Oxford: Clarendon Press, 2007), 332, footnote 77. For prominent modern riffs on Hume's argument, see H.A. Prichard, "The Obligation to Keep a Promise," in *Moral Writings*, ed. Jim MacAdam (Oxford: Oxford University Press, 2002); G.E.M. Anscombe, "Rules, Rights and Promises," in *Ethics, Religion and Politics* (Minneapolis: University of Minnesota Press, 1981), 98; G.E.M. Anscombe, "On Promising and its Justice, and Whether it Need be Respected *in Foro Interno*," in *Ethics, Religion and Politics* (Minneapolis: University of Minnesota Press, 1981). I provide an original version of the "natural unintelligibility" argument in Jed Lewinsohn, "The 'Natural Unintelligibility' of Normative Powers" (unpublished manuscript, May 18, 2021), Microsoft Word file.

Jacob evidently acts with the aim of assuring his father in some perfectly ordinary sense of that term (he says, to repeat, “Dad, I hear that you’re worried that I may enlist, but you really shouldn’t be. The very thought of enlisting makes me sick, and I have no plans to do so. For one thing . . . Furthermore . . .”) any defender of Principle F who wishes to save the principle by multiplying notions has the burden of explicating the sense of that term that they think figures in the principle.

Finally, I would be the first to acknowledge that acting with the aim of assuring someone requires more than intentionally arousing their expectations. For example, it might be thought that I could put someone’s mind at ease without addressing them at all, but discreetly providing them with evidence, which they will not trace back to me, that provides them with reason to believe that I will not act as they fear. Without confronting them at all, I have nonetheless eased their mind. This is not assurance, I submit. But it is equally clear that Jacob’s speech, quoted above, does not fail to constitute assurance in virtue of falling on the wrong side of this particular divide. Likewise, one may distinguish between two senses in which an expectation one has aroused is welcome (or wanted)—one may welcome the course of events that fulfills the expectation, and one may welcome the expectation itself. Even if one holds that acting with the aim of providing assurance, in the relevant sense, requires arousing an expectation that is welcome in both of these senses, Jacob’s speech straightforwardly qualifies.

In the final analysis, we must conclude that the voluntary and intentional provision of assurance, however much wanted and however much (and however mutually) understood, is insufficient to generate an obligation.