**For Better or For Worse: When are Uncertain Wedding Vows Permissible?**

**Abstract:** I answer two questions: (1) what are people doing when they exchange conventional wedding vows? and (2) under what circumstances are these things morally and rationally permissible to do? I propose that wedding pledges are public proclamations that are simultaneously both private vows and interpersonal promises, and that they are often subject to uncertainty. I argue that the permissibility of uncertain wedding promises depends on whether the uncertainty stems from doubts about one’s own internal weakness of will and susceptibility to temptation or from the expectation that external circumstances might change. I then explain why uncertainty is a prima facie challenge for unconditional wedding vows, and I offer a solution: rational wedding vows are unconditional in their content but implicitly conditional in their structure; the spouse pledges to act in certain ways unconditionally, *so long as* they remain in the spousal role. I respond to objections to my view (including Elizabeth Brake’s claim that the permissibility of unilateral divorce undermines an understanding of wedding vows as promises), and conclude with some suggestions about what marrying couples should do to ensure permissible pledges.

**Keywords:** promises, weddings, vows, divorce, promise-making, promise-breaking

1. **Introduction**

The cornerstone of most conventional Western wedding ceremonies is the exchange of wedding vows. For example, in traditional Christian weddings (and secular weddings influenced by this tradition), couples pledge in front of their family and friends to take each other “to have and to hold, from this day forward, for better, for worse, for richer, for poorer, in sickness and in health, to love and to cherish, till death do us part.”[[1]](#footnote-1) Exchanges of such pledges are extremely widespread, and we generally take them for granted. Upon closer reflection, though, this should be puzzling. For our feelings, priorities, goals, and even personalities can change drastically over time, including in ways that make it no longer make sense for us to uphold our marriage commitments. We also know that statistically speaking, there is a significant chance that any couple will divorce or will fail to act in the ways that they have sworn to. How can wedding vows or promises that are subject to such uncertainty be morally or rationally permissible to make in the first place?

 In this paper, I answer two questions: (1) what are people doing when they exchange conventional wedding vows? and (2) under what circumstances are these things morally and rationally permissible to do? These questions matter because they help us to better understand and assess one of the most important personal and interpersonal commitments many people ever make. Note that my focus is normative rather than descriptive: instead of giving an account of what we (perhaps impermissibly) actually do at wedding ceremonies, I will offer constraints on what we ought to be doing. It is also essential to clearly distinguish the legal commitments undertaken by signing a marriage contract—which are the same for everyone in a jurisdiction and might include obligations that you are not aware of, such as legal liability for your spouse’s debts—from the moral or rational obligations you undertake when you make a wedding vow, which vary across couples and which the spouses must intentionally take on. I focus only on these latter obligations.

I aim to assess what sort of vows are morally and rationally permissible *given that* a couple is committed to getting married and exchanging wedding vows.[[2]](#footnote-2) This means that I will be side-stepping more general debates about the permissibility of marriage as an institution, such as whether marriage is inherently unjust or oppressive to women, whether and to what extent the state should be involved in marriage, and who should be permitted to enter into marriage contracts (e.g., should we permit marriage among more than two people? Should there be any restrictions on what kinds of people are permitted to marry? Should you be allowed to marry an artificial intelligence?, etc.).

In Section 2, I explain what reciprocal wedding commitments consist in. To ensure a precise discussion, I will neutrally refer to these commitments as “wedding pledges” and will reserve use of “wedding promise” and “wedding vow” for discussing the distinct promise or vow that constitutes a wedding pledge. I will also refer to the parties making wedding pledges as “spouses,” even though they are technically not spouses until after the pledges have been made. I argue that wedding pledges are public proclamations that are simultaneously both private vows and interpersonal promises. Although these vows and promises must be about actions that are within our control, they are still subject to uncertainty. I then address the impact this uncertainty has on promises and vows in turn. In Section 3, I argue that the permissibility of uncertain wedding promises depends on whether the uncertainty stems from doubts about one’s own internal weakness of will and susceptibility to temptation or from the expectation that external circumstances might change: internally uncertain wedding promises are morally problematic, while externally uncertain wedding promises are permissible to make because they are (potentially) subject to excusing conditions that would license promise-breaking should the need arise. In Section 4, I explain why uncertainty is a prima facie challenge for unconditional wedding vows, and I offer a solution. Rational wedding vows are unconditional in their content but implicitly conditional in their structure; the spouse pledges to act in certain ways unconditionally, *so long as* they remain in the spousal role. I then respond to objections to my view in Section 5, and I conclude in Section 6 with some suggestions about what marrying couples should do to ensure permissible pledges.

1. **What Are Wedding Pledges?**
	1. **Public proclamations, promises, and vows**

A wedding pledge involves three distinct phenomena. First is a public declaration or pronouncement of your love and commitment. While this is often in front of your assembled family and friends, even the most intimate of weddings involve at least an officiant and a witness, and therefore have a public dimension of some sort. This publicity can increase the pledge’s importance: the wedding ceremony itself is frequently imbued with great emotional significance or solemnity, and guests often dress up in fancy clothes and travel long distances to witness the wedding. However, the public proclamation aspect of a wedding pledge is not a good candidate for independent ethical assessment. Generally, if the underlying vow or promise is permissible, a public sharing of that vow will be permissible, too.[[3]](#footnote-3)

Wedding pledges also involve an interpersonal commitment made to one’s partner: a promise. People who exchange wedding vows generally take themselves to be making explicit promises to each other. And while philosophers dispute what the proper content of these promises is, most agree that wedding pledges involve a reciprocal exchange of promises.[[4]](#footnote-4) Finally, wedding pledges involve an intrapersonal, private commitment to feel and/or behave in certain ways towards your spouse in the future. The word “commitment” is ambiguous in ordinary speech. It can refer to *normative commitment,* or obligations of various sorts that you are subject to and which are often voluntarily undertaken (e.g., you told the editor you would have the referee report done by tomorrow, so you’re committed to writing it today). It can also refer to *volitional commitment,* or the inner drive and dedication you have towards something (you’re writing every day, so you’re clearly committed to finishing your book).[[5]](#footnote-5) Wedding pledges generally involve both kinds of commitment: spouses make vows that normatively commit them to continue to behave or feel in certain ways towards each other in the future, and in most cases do so because they actually feel so committed.

For the purposes of our present discussion, we do not have to specify the exact nature of the private normative commitment undertaken in sincere wedding pledges. I prefer to categorize this internal commitment as a vow, which I take to be a categorical or unconditional resolution, understood as a very strong intention that is especially resistant to revision and which rationally binds you. For the rest of this paper, I will refer to such commitments as “vows,” and I say more about them in Section 4. Others might instead think of this type of strong internal commitment as a promise one makes to oneself.[[6]](#footnote-6) What matters is that wedding pledges involve a robust commitment that is highly resistant to revision, is taken seriously by the vower, and is intended to be absolute or unconditional: someone who vows to Φ is set on Φing, come what may.

When spouses are sincere, their wedding pledges involve both interpersonal promises and private vows. However, spouses can be insincere, and it is possible to make a publicly proclaimed promise to your partner without actually feeling so committed, and without intending to undertake a private normative commitment through a vow. Spouses might do this for a number of reasons—perhaps because they intend to deceive, or because they have caved to family pressures. These insincere spouses will successfully create promissory obligations and will be morally blameworthy if they break their marriage promises. But they will not have undertaken the private normative commitment usually incurred by vowing.

* 1. **Control and the content of the wedding pledge**

As a descriptive matter, the actual content of wedding pledges varies greatly and depends on what spouses take themselves to be doing; because vows and promises are intentional acts that incur obligations, it is not possible to accidentally promise or vow to do X if you take yourself to be promising/vowing to do Y.[[7]](#footnote-7) As a normative matter, there is debate in the philosophical literature about the proper subject of wedding promises. Although the authors I address focus on promises rather than vows, their suggestions should apply *mutatis mutandis* to private commitments as well.

We can sort wedding pledges into three broad categories: (1) promises/vows to remain married to each other until your death or the death of your partner; (2) promises/vows to behave or feel in certain ways towards your partner until your death or theirs; and (3) promises/vows to behave or feel in certain ways towards your partner for the duration of the marriage (which might end by death or divorce). I will return to the permissibility of promises to remain in the spousal role until death in Section 6. In this section, I will address the following question: what sort of content—what behaviors or feelings, whether lifelong or conditional—can be permissibly promised in a wedding pledge? A natural thought is that spouses promise to love each other, understood as a promise to continue feeling certain emotions. These emotions might be quite rich and complex, and need not be limited to feelings of infatuation that are bound to fade. However, promising to love even in complex ways faces conceptual challenges.

We can permissibly promise to do only what we *reasonably believe* to be in our control. For example, I cannot promise you that I will prevent it from raining tomorrow, although I can promise to bring you my umbrella.[[8]](#footnote-8) This is not to say that we must be certain that we will be able to do what we have promised. My umbrella promise is permissible even though I may be unable to keep it (say, if my umbrella is stolen overnight) because it concerns the kind of action that I reasonably believe to be within my control. Such a belief is compatible with the recognition that outside forces might prevent me from exercising this control. This reasonability constraint is not generally highlighted in discussions of promising and control, but it is important. Promises premised on *unreasonable* beliefs about control are impermissible (e.g., promising to ensure that my country’s team wins the World Cup because I plan to wear my lucky jersey and I have unreasonable beliefs about the effect of my sartorial choices on the players’ actions), while promises premised on *reasonable but false* beliefs about control are permissible (e.g., a 12-year-old boy promising his choir teacher that he will sing a solo in a soprano range that he is currently comfortable singing in, and who is unaware that his voice will soon change and make hitting the high notes beyond his abilities).

The standard view in the philosophical literature is that love (understood as an emotion) is beyond our control. This leads some to argue that love is not a proper subject of a wedding promise.[[9]](#footnote-9) This is where the reasonability constraint might make a difference. If you reasonably believe—perhaps on the basis of your own past experiences—that feelings of love are in your control, then you can permissibly promise to maintain these feelings. This is so even if your belief turns out to be false (maybe your past experiences were anomalous, or you are non-culpably misinterpreting them). I am skeptical that such a belief could be reasonable, and am therefore inclined to agree that promises to love are not permissible. However, my analysis does not depend on this, and we can stipulate that promises to love are permissible only if they can be reasonably believed to be within the spouse’s control.

Other authors note that love is *indirectly* in our control: we can directly take actions that fallibly, but fairly reliably, influence our loving emotions.[[10]](#footnote-10) In light of this, Iddo Landau suggests that wedding promises are better construed as promises to perform “love-sustaining acts” (2004: 477). Similarly, Mike Martin argues that wedding promises are best understood as commitments “to sustaining an attitude of valuing the beloved as singularly important in one’s life” (1993: 65). Nietzsche puts it this way: “One can promise actions, but not feelings, for the latter are involuntary. He who promises to love forever or hate forever or be forever faithful to someone is promising something that is not in his power. He can, however, promise those actions that are usually the consequence of love, hatred, or faithfulness” (1914: Section II 58).[[11]](#footnote-11) My analysis does not depend on any particular view about what actions spouses pledge to perform. So long as the actions pledged are reasonably believed to be in the spouse’s control (and assuming they meet the additional constraints on permissible promising laid out in Section 3), they are permissible content for a wedding pledge.

* 1. **The uncertainty of the wedding pledge**

Much of what spouses promise and vow to do during their weddings is subject to uncertainty. While some couples make especially unrealistic promises that are almost certain to be broken (“I promise never to fight with you about anything, ever”), even the less outlandish pledges of more sensible couples are not guaranteed: love-sustaining acts of a mundane sort (e.g., charitably interpreting your spouse’s behavior when you are annoyed with them) can be very difficult. And spouses should recognize that they—or their partner—might change in the future in significant enough ways that their wedding pledges no longer reflect their deepest values and goals: for example, one spouse might undergo a religious conversion or deconversion or fundamental shift in political values of a sort that the other finds morally noxious.

There is also a lot of evidence that marriage pledges are frequently broken or abandoned. We all have anecdotal observations of others’ marital success or lack thereof, as well as evidence from our own challenges with maintaining long-term loving relationships of various sorts. And the statistics are against us in terms of the proportion of couples who remain married for their entire lives. Most estimates state that the likelihood that a marriage in the United States will end in divorce is between 30 – 50%, and the percentage of spouses who fulfill all of their marital pledges while they remain married is likely even lower, as many couples remain married even after their love has faded, they have broken fidelity promises, or they are no longer performing love-sustaining acts.[[12]](#footnote-12)

This evidence will not be equally troubling for everyone. As Landau points out, the divorce rate is not static across all groups, and is dragged up “by people who marry at a very young age; who marry after knowing each other for a very short time; who confuse love with sentimentality, sexual excitement, or aesthetic admiration; who are generally unstable and irresponsible; who are frequently inattentive, lazy, or akratic; and who do not perform love-sustaining acts” (2004: 479). There are also strong demographic correlations; for example, people with have lower incomes tend to have higher rates of divorce.[[13]](#footnote-13) If you and your spouse are not members of any of the above categories, you can be more confident that you will adhere to your wedding pledge. But you should not be anywhere close to certain.

We can respond to this uncertainty in one of two ways. Most people (including most philosophers writing on the topic) approach it in a third-personal, evidence-based way as a guide to a predicting our future behavior: if half of marriages for people in my demographic group end in divorce, I should believe that there is a 50/50 chance that my own marriage will end in divorce. This uncertainty puts pressure on my promising or vowing to remain married for life in a straightforward way: how can I pledge in good faith to do something that I believe to be only 50% likely? Others suggest that we should instead take a first-personal approach to statistical uncertainty about exercises of our agency. For example, Berislav Marušić (2015) uses wedding promises as one of the core illustrations of his claim that it can be rational to believe against the evidence about actions that are up to us.[[14]](#footnote-14) He argues that the norms governing rational decision-making are different from those governing rational prediction. We should decidewhat to do in a way in a way that exercises our power to choose, rather than merely predicting what we will do in a way that involves a kind of bad faith refusal to take responsibility for our own actions.

If Marušić is right, then statistical evidence about your chances of divorce will not entail that it is irrational for you to believe that you will remain married or engage in love-sustaining acts towards your partner until death, which means that vowing or promising to do so will not require adopting an irrational belief. But this does not solve the core challenge that uncertainty poses for permissible marriage: namely, that a marriage vow involves an attempt to bind yourself to remain in a partnership that may someday turn out to be intolerable to you. How can it make sense to attempt to paint yourself into a corner in this way? And regardless of whether it is permissible to believe or intend against the evidence, a marriage promise sets you up for potential moral failure, because it morally obligates you to your partner to perform an action that may be unachievable for you. As Marušić notes, “there are many things that it might be practically rational to resolve to do but not practically rational to promise to do. That is because in promising we incur moral obligations that we don’t incur in resolving” (2015: 161).[[15]](#footnote-15)How can potentially setting yourself up for moral failure in this way be permissible?

1. **Permissible Wedding Promises Under Uncertainty**
	1. **General constraints on permissible promise-making**

There are some basic preconditions on making a morally permissible promise that are not affected by uncertainty.[[16]](#footnote-16) Permissible promises—including wedding promises—must:

1. Concern independently morally permissible content.[[17]](#footnote-17)
2. Be made by a competent and non-coerced agent.
3. Avoid deceiving the promisee.
4. Involve a sufficiently strong degree of volitional commitment.
5. Involve a realistic self-assessment of what the promisor is capable of.

Condition 2 rules out wedding promises with immoral content, which rules out things like regressively gendered promises by wives to obey their husbands unconditionally. As Brake puts it, one “one cannot promise to violate the duty to oneself of self-respect. For example, self-respect may rule out, as impermissible and hence as not possible promises, enslavement, submissiveness, granting ‘rights’ to sexual access, or permitting certain types of bodily harm” (37).

 The range of content that is ruled out by the immorality constraint may be broader than is commonly assumed. For example, Hallie Liberto (2017) argues that promises to remain sexually monogamous are morally problematic because they are overextensive, in that they place decision-making power about the exercise of one’s sexual autonomy in the hands of someone else when this should remain in the control of the agent. She focuses on the way in which it is morally unacceptable to *accept* monogamy promises, which entails that spouses should not accept such promises from their partners, or should release them if they have already done so. Here, I remain neutral on this interesting question. If Liberto is right, then monogamy promises/vows are not permissible content for wedding promises (although as Liberto notes, monogamy as a practice might still be permissible).

Condition 2 rules out wedding promises made by people who are incapable of consenting (e.g. because they are too young or because they are incapacitated), or who are coerced or forced into marriage (including facing parental or family coercion). Condition 3 stems from more general moral constraints against deception. It rules out promises that lead promisees to form false beliefs about what the promisors are likely to do or the extent to which they are committed to the promised action.

The most common way in which promisors can be deceptive is by violating Condition 4. Promisors who are insincere with no intention to act as promised are likely to deceive their promisees. The same is true of promisors who intend to keep their promises so long as doing so remains easy and appealing, but who are insufficiently committed if the going gets tough; consider a spouse who cavalierly promises to love their partner but is ready to walk as soon as things become at all challenging. Such spouses are disrespectful, for they deliberately create directed moral obligations owed to their partners without also adopting the volitional commitment necessary for fulfilling those obligations. Finally, promisors must respect their promisees and avoid potential deception by adhering to Condition 5 and ensuring that the commitment they take on is realistic. A serial cheater who has gets a thrill out of infidelity and has made no attempt to reform their straying ways should not promise to be sexually monogamous, as this is likely to deceive or disrespect the promisee.

* 1. **External vs. internal uncertainty**

As I noted in Section 2.3, even realistic marriage promises are frequently subject to some degree of uncertainty. Spouses can nevertheless promise permissibly so long as they meet certain constraints. First, they must avoid deception (Condition 3) by ensuring that their partner is aware of any uncertainty they face: spouses must have honest and open discussions about what they are promising each other and the extent to which they are (not) sure that these promises will be fulfilled. Second, the source of the spouse’s uncertainty matters. It is widely granted that promises generate pro tanto moral obligations, and that circumstances can arise (call these “escape conditions” as a term of art) that make it the case that you are not morally required to keep your promise all-things-considered (e.g., I promise to meet you for lunch at your favorite restaurant but must rush my child to the hospital instead, or the restaurant burns down overnight).

Sometimes, we are uncertain about whether we will keep a promise because we suspect that an escape condition might arise that is beyond our control: say, my child has been feeling under the weather lately and may become ill tomorrow, or the restaurant is not far from a forest fire and is in some danger of burning down. Call this *external uncertainty.* A promisor who is externally uncertain can still promise with a strong degree of volitional commitment and a realistic assessment of what they are able to do. This means that so long as the promisor is upfront about the heightened risk of an escape condition and does not deceive the promisee, they can promise permissibly. So I can promise to meet you at the restaurant tomorrow and be fully committed to doing so as long as this remains possible and morally required of me. If the restaurant burns down or my child becomes sick, this is no longer possible or morally required of me.

A marriage promise might be subject to external uncertainty of the sort that could lead to an escape condition in a variety of ways. To count as an escape condition, such uncertainty must go beyond the normal ups and downs of married life: fluctuations in your spouse’s finances, health, personal appearance, sex drive, and the like are to be expected and weathered together. But predicting that more drastic changes might occur can lead to external uncertainty about whether you will be able and required to keep your wedding promise.[[18]](#footnote-18) Suppose you promise to live with your partner for the rest of your life. But you recognize that your spouse might change their mind about whether they want to have children in a way that is a deal-breaker for you, or will start behaving in a controlling or abusive way, or will undergo a radical shift in their most fundamental moral and religious values. Or maybe you predict that the political landscape in your country might change so drastically that it is no longer safe for people like you to live there, and you suspect that your spouse (who has strong family ties in your country) would be unwilling to emigrate with you. If conditions like these arise, your promise will be subject to an escape condition: you will no longer be morally obligated to fulfill your wedding pledge as you have promised to. (See Section 5.2 for an argument that the escape conditions on wedding promises are broader than we sometimes make them out to be). If you can avoid deception by being upfront with your spouse about the fact that you think such escape conditions might occur, you can sincerely, realistically, and permissibly promise to remain with them, so long as this remains possible and morally required of you.[[19]](#footnote-19)

Other uncertainty stems not from the expectation of a possible escape condition, but from doubts about the promisor’s own resolve or strength of will; call this *internal uncertainty.* In this case, you do not expect that an escape condition will arise. Rather, you expect that the promissory obligation will remain in place, but that you might impermissibly fail to fulfill it due to some sort of weakness or irresolution on your part. For example, suppose Jackie and Jill are about to be married. They both have stable academic jobs in the same city that they are satisfied with.Jill thinks there is a decent chance that she will get a post-tenure offer at a much more prestigious university in a remote location, where Jackie is unlikely to find work and would be unwilling to move. Jill believes that she *might* be willing to be part of a long-distance marriage, or to choose her marriage over advancing her career. But she doubts her resolve in this regard: she is not convinced that she would succeed in a long-distance relationship, or that she would choose to stay with Jackie at the cost of an amazing job offer.

Jill is internally uncertain about her marriage promise to unconditionally remain with Jackie for the rest of her life. This is good evidence that Jill’s degree of volitional commitment to Jackie is not currently strong enough, or that she predicts that it might not be strong enough in the future. If so, then Jill is in violation of Condition 4: her promise is insufficiently sincere. Or if Jill is strongly volitionally committed in spite of her doubts, she is not being realistic about her own capabilities, and is in violation of Condition 5. Other sources of internal uncertainty might include doubts your ability to treat others’ needs as equal to your own, or to remain sexually monogamous, or to handle the burdens and sacrifices of raising children together if you plan to do so, etc. Because expected irresolution does not count as a legitimate escape condition, internally uncertain promisors set themselves up for potential moral failure. They bind themselves to their promisees to do something that they recognize they may fail to do. In doing so, they display an insufficiently sincere lack of volitional commitment or an unrealistic conception of their own abilities.

In sum, if the source of your uncertainty about whether you will keep your wedding promise is external, the promise is permissible to make so long as it meets the other conditions. But if the source of your uncertainty about whether you will keep your promise is internal, you are violating either Condition 4 (strong volitional commitment) or Condition 5 (realistic self-assessment). It follows that internally uncertain wedding promises are impermissible to make.

1. **Permissible Wedding Vows Under Uncertainty**
	1. **Framing the problem**

To make any sort of vow—be it an oath of office, or joining a religious order, or a wedding vow—is to attempt to bind yourself to certain values and future actions. We can set the contents of our vows in our cooler moments when we are able to carefully weigh our options and evidence and decide what we most want to do and to align ourselves with. Vowing—e.g., to uphold the Constitution, or to remain chaste and poor, or to be a loving, faithful, and honest spouse—can help us to accomplish the ends that we value and deeply identify with (e.g., engaging in public service, expressing devotion to God, or maintaining a fulfilling marriage). [[20]](#footnote-20) Vows are meant to be highly resistant to reconsideration; once you have vowed to Φ, it does not make sense to continually reopen the question of whether to Φ.[[21]](#footnote-21) Vows are self-commitment devices: they enable us to adhere to long term goals against expected future temptations or momentary changes in desire. As I use the term, vows are the most serious kind of self-commitment device we can employ. We make vows when we want to stick to our plans in an exceptionless way, with no excuses. Granted, not every spouse who proclaims a wedding pledge makes an unconditional vow. Spouses might vow insincerely, or decide to make explicitly conditional vows (e.g., a couple who is curious about but not committed to monogamy might vow to remain sexually faithful unless they mutually agree to see other people). But most wedding vows do seem to be unconditional.

To successfully bind us unconditionally, vows must rationally commit us to acting. This is not to say that adhering to a vow is always all-things-considered permissible. To the contrary, vows might be morally unacceptable (e.g., vowing to kill your enemy in revenge) or imprudent (e.g., vowing to struggle to make it in Los Angeles until you become a movie star). But the revenge-seeker who abandons her quest from exhaustion or the aspiring actor who moves back to Iowa because he is homesick do something that is means-end irrational by their own lights. Vow violators follow what is generally a faulty procedure for long-term goal accomplishment.

The unconditionality of vows combined with uncertainty about whether it will make sense for us to adhere to them in the future raises a prima facie problem. How can it be rational to unconditionally commit ourselves to behaving in a way that makes sense for us now, but that we recognize might no longer make sense for us in the future? Dan Moller articulates and defends a version of this problem for wedding vows, calling it the *Bachelor’s Argument*. He notes that

1. most of us view the prospect of being married in the absence of mutual love with something like horror or at least great antipathy;

1. the mutual love between us and our spouse existing at the inception of our marriage may very well fail to persist; and hence
2. when we marry we are putting ourselves in the position of quite possibly ending up in a loveless marriage of the sort we acknowledge to be undesirable, and this is a mistake (2003: 79).[[22]](#footnote-22)

The argument can be extended beyond vows to love (which, as we saw in Section 2.2, may not be sensible if love is outside of our control) to apply to vows to act, as well. If love has faded, then engaging in love-sustaining acts of various sorts (e.g., maintaining sexual monogamy, sharing your hopes and dreams with your spouse, etc.) is likely to be miserable. And the problem is even broader than Moller makes it out to be. He focuses exclusively on the way lovelessness might lead to an undesirable marriage. But there are other scenarios that can make a marriage intolerable even if love is still present—say, finding your life goals have diverged so fundamentally from your spouse’s that they are no longer mutually achievable, or discovering that your spouse has a side job as an assassin, or a secret second family. How can one rationally commit to remaining in a situation like this?

* 1. **Solving the problem: conditional role-based vows**

I propose the following solution to the problem raised by Moller’s *Bachelor’s Argument.* In conditions of uncertainty, a vow with unconditional content can be rational to make only if the vow itself is implicitly conditional on remaining in a role that is escapable should circumstances change. Under this construal, a politician pledges to uphold the Constitution without exception *for so long as* she remains in office; once she is voted out, the oath no longer applies. A priest swears absolute obedience and chastity *as long as* he remains a priest; the defrocked priest need not remain chaste or obedient. And a spouse pledges to be faithful and loving towards their partner no matter what *for as long as* they remain in the spousal role; divorced people are no longer bound by their wedding vows.[[23]](#footnote-23)

In other words, unconditionally binding wedding vows are rational to make only if exiting your spousal role(s)—that is, divorce—is an option for you. This is not a condition on vowing as such: it is possible to *irrationally* vow to forever love or perform love-sustaining acts in a jurisdiction in which divorce is legally forbidden, or in a religious context in which divorce is a non-option. But if you cannot envision the possibility of divorce, should the need arise—should your spouse become abusive, or adulterous, or should you become miserably unhappy—then your marriage commitment is irrational. Vows to remain in the spousal role until death without exception ignore the possibility that what we value now may not be what we value in the future. What is instrumentally rational for us might change as our goals and endorsed preferences shift.

Spousal roles can be construed in (at least) three ways, each of which is independent from the making of the wedding pledge itself, and each of which has its own exit conditions. Most straightforward is the legal role of spouse, which creates various rights (e.g., eligibility to claim tax benefits, authority to make medical decisions, etc.) and duties (e.g., liability for your spouse’s debts in certain jurisdictions). You enter this role by completing the proper paperwork (i.e., by voluntarily signing a marriage license and filing it with the county clerk) and you exit the role in a similar way (i.e., filing for divorce in a court). You can enter and remain in the legal spousal role without having sworn any vows or made any promises; these legal aspects of the role are binding even if neither spouse intends to carry out typical wedding pledge commitments (love, honor, sexual fidelity, etc.)

Less clearly articulated but perhaps more important is the social role of spouse. In contemporary society, spouses are generally taken to be adult romantic partners who have deliberately made lifelong (or at very least, serious and long-term) commitments to remain together. They generally (although not always) live together, and are treated by others as being part of the same family unit. People can take on a social spousal role even if they choose not to legally marry or are prevented from legally marrying in their jurisdiction (e.g., same-sex couples in some countries, poly groups, etc.). The exit conditions for a social spousal role are a bit murkier, though they generally involve ceasing to act (and to be treated by others) as a romantic family unit. This can happen with or without legal divorce; a legally married couple might separate and build fully separate lives without actually divorcing, or a legally divorced couple might remain in their social spousal roles for all intents and purposes. As with legal spousal roles, social spousal roles are not dependent on making any particular wedding pledges.

There are also particular versions of spousal roles within different sub-cultures or religious communities, such as Catholic religious marriage. These spousal roles have their own specific conditions for entering the role (e.g., freely consenting to marry for life with an openness to the possibility of children, in accordance with Catholic diocesan law) and for exiting it (e.g., the marriage being annulled by the pope). These conditions come apart from legal or social spousal roles; someone who obtains a civil marriage or is a common-law spouse will not thereby count as married in the Catholic sense. Religious or other sub-cultural spousal roles do sometimes depend on swearing certain wedding pledges, because the swearing of the pledge is sometimes one of the validity conditions on successfully entering the role. But this will not always be the case.

Wedding pledges are conditional on remaining in some or all of these spousal roles. Which role(s) the wedding pledge is conditional on will depend on the particular situation, and on what the spouses take themselves to be committing to. In most cases, couples who enter legal marriage roles also take on social spousal roles. And couples who take on religious spousal roles generally take on both social and legal roles, as well. But there can be exceptions to this; for example, an economic marriage of convenience might take on only a legal spousal role but not a social or religious one. Couples must determine for themselves which spousal role(s) they are entering when they marry. Wedding pledges do not create these roles, but are meant to unconditionally bind the couple to behave in certain ways while they occupy those roles.

None of this is meant to suggest that spouses whose vows are conditional on remaining in the spousal role take their vows lightly, or that they can permissibly abandon their roles for any reason. A spouse who vows to be faithful and supportive is committed to being faithful and supportive for the duration of their marriage, through good times and bad, through sickness and health, through poverty and wealth, and the like, both when they feel like being faithful and supportive and when they do not. But they recognize that there is an “out” if their situation changes in such a drastic way that remaining in the marriage no longer makes sense for them; no one sensibly pledges to remain married “through your strongly wanting children as I do or through your categorically refusing to have children,” or “through proselytizing religious conviction or militant atheism.”

This does not imply that any act of divorce for any reason is rationally or morally permissible. Someone who divorces their spouse because they cannot tolerate their shoddy dishwasher-loading habits is like the revenge seeker who bails on vengeance because they are tired: they undermine their own long-term ends and fail to adhere to their goals without good reason. Moreover, wedding pledges also involve interpersonal promissory (and non-promissory) moral obligations to one’s spouse. Crucially, we can assess the rational or moral permissibility of exiting the spousal role independently from assessing whether a spouse has successfully upheld their marriage vows while they are married (and I say more about this in Section 5.1 below). Divorcing someone for trivial reasons or when they are in an extremely vulnerable position might be unethical or deeply unkind for independent moral reasons that do not have to do with the morality of keeping wedding promises. As Allen Habib (unpublished) notes, we draw a distinction between the wrong of divorce (when it is wrong—for in some cases, we presume that it is not) and the wrong of adultery or other forms of marital vow-breaking. A monogamously married person who sleeps with someone other than their spouse is branded a cheater who has violated their vow of fidelity; a divorced person is not. This is evidence that many of us take the content of wedding vows to be conditional on remaining in the spousal role.

Granted, this seems contrary to how many people think of wedding vows. The possibility of divorce is not typically mentioned at a wedding ceremony and is likely not at the forefront of spouses’ minds. But this does not entail that even the most committed, sincere, and loving spouses do not grant on some level that their marriages may end and their vows become null. As Martin (1993) puts it:

It seems reasonable to treat such [wedding] vows at a minimum as implicitly containing some such clause as “assuming you are substantially the person I believe you to be, and that neither of us changes, as the years go by, in ways more extreme than ­are common to human beings as they grow older”. . . . If there are always conditions, why do marriage vows fail to mention them and even seem to rule them out—‘for better for worse, for richer for poorer, in sickness and in health?’ And why do not enlightened couples mutter under their breath, ‘unless one of us changes radically’? The answer is obvious but important. Couples have faith that their marriage will endure, that they will keep their commitments, and at the very least that neither will turn into a monster. That faith can waver periodically, and it is compatible with realism about the risk that things will not work out (69; 70).[[24]](#footnote-24)

1. **Objections and Replies**
	1. **Are escapable marriage pledges pointless?**

One might worry that a marriage vow that is conditional on remaining in a spousal role is pointless because it will not bind you in a serious way. Moller puts it like this: “if it is permissible unilaterally to break off a marriage relationship, and it is this which allows you to make the marriage commitment sincerely and without imprudence, then such a commitment just seems pointless, for there won’t be any significant difference between committing and not committing yourself” (2003: 90). However, even marriage pledges that are externally uncertain and implicitly conditional on remaining in the role of spouse serve an important point. They help spouses to formalize for themselves how they wish to behave during their marriages, and can bolster their resolve and dedication to acting in those ways.

Spouses are not always naturally driven by their existing love to behave in the ways that they want to upon reflection. As Landau notes, “people frequently do love, even strongly, yet neglect to perform these [love-sustaining] acts due to inattentiveness, laziness, distractions, akratic components in their nature, a tendency to be passive when in love, or the force of external circumstances (e.g., tensions at work)” (2004: 478). Deliberately and seriously committing ourselves through marriage pledges can motivate us to engage in these acts when we might not otherwise do so. The marriage pledge can be a bolster against complacency, selfishness, pettiness, and the like. Vowing and promising to behave in the love-sustaining ways that you endorse upon reflection can help you to weather the hard times when this doesn’t come easily, or when you’re momentarily tempted to stray from your pledge. Such pledges do not prevent us from exiting a marriage if we have good reason to do so: there might be major, serious changes in yourself, your spouse, or your circumstances that truly merit reassessment of whether remaining in the marriage and adhering to your pledge makes sense for you all-things-considered. But marriage pledges can help to constrain how we behave or feel while we remain married, and can help us to overcome less serious challenges.

One might also worry that acknowledging the possibility of exiting a marriage through divorce makes it too easy to abandon a wedding vow or break a wedding promise. But this is not the case, for we must independently assess when it is permissible all-things-considered to exit a spousal role. Two assessments must be made here: the instrumental rational permissibility of abandoning your spousal role and the moral permissibility of divorcing your spouse.[[25]](#footnote-25) The key point to notice here is that the rational and moral assessment of exiting a spousal role can come apart: it might make prudential sense to abandon the role if remaining in your marriage is no longer compatible with achieving your major life goals or attaining personal fulfillment, but you might nevertheless have a moral obligation to remain in your marriage (e.g., if doing so is necessary for caring for a dependent young child, or if divorce would moderately increase your happiness but would absolutely devastate your spouse). Assessing whether exiting a marriage is rationally or morally permissible all-things-considered is a complicated matter that will be highly context-dependent and will depend a host of factors, including the content (and perhaps the objective worthiness) of your life goals, and the extent to which leaving the marriage vs. staying in it will lead to harm (to you, your spouse, and others).

* 1. **Are marriage promises subject to escape conditions?**

I have argued that marriage pledges include promises, and that these promises can be subject to escape conditions, including those stemming from external uncertainty. However, one might doubt these claims. For example, Brake argues that marriage pledges cannot plausibly be construed as promises because unilateral divorce is generally morally permissible, but promises (including marriage promises) are escapable only in cases of “morally overriding circumstances or release by the promisee” (2012: 25). If marriage pledges were promises, most cases of unilateral divorce would be impermissible promise-breaking. Brake offers two cases to motivate the intuition about the permissibility of divorce: Ann, who marries very young and realizes after the premature death of her son that her husband Frank is unsupportive, unreliable, and distant and that “divorce is her only chance at happiness” (*ibid.*), and an imagined version of Jane Austen who realizes that writing novels is her calling and that having children would prevent her from being a writer, and whose husband unilaterally divorces her because he very much wants to have children.

However, a more thorough understanding of when promise breaking is permissible shows us that the intuitively permissible cases of divorce outlined above are indeed morally acceptable instances of promise breaking, which means that marriage pledges can be understood as promises that are frequently subject to escape conditions after all. Spouses generally initiate unilateral divorces because they are unhappy. Brake rightly notes that we are not morally licensed in breaking a promise simply because this will lead to more happiness for oneself or others. She also rejects the idea that we can have overriding moral obligations to ourselves to avoid unhappiness, noting

There may be a serious moral duty to prevent one’s own misery, but it is unlikely to be stronger than a promissory obligation, because promissory obligations correlate to promisee’s rights, which are morally weighty. An agent’s misery might override such obligations if it were severe enough to lead to mental illness, incapacity, or self-destruction. But the average unhappy marriage does not produce such effects (29).

Brake offers an example to bolster her claim that morality demands that we keep even those promises that lead to personal unhappiness. Suppose Marcel promises Albertine a yacht. Upon realizing how expensive yachts are, he thinks twice: “sacrificing so many resources will prevent him from seeing Venice or impressing his neighbours the Guermantes (two of his life goals), and besides, he now thinks the yacht is a frivolous, even dangerous, toy, possession of which is not in Albertine’s best interests” (29). Brake suggests that Marcel still owes Albertine a yacht. The analogous implication is that spouses who make promises morally owe it to each other to remain married, even if doing so causes unhappiness or prevents them from achieving some of their life goals.

I have two responses to this argument. First, I am more optimistic than is Brake that we can have moral duties to ourselves that include ensuring our own happiness and personal fulfilment for our own sakes. The idea that you can have these sorts of obligations to yourself is very common in our popular culture. Self-help gurus and talk show hosts proclaim that you “owe it to yourself” to follow your dreams or to finally leave a toxic relationship. These claims are not generally framed as prudential: it is presumed that you have a moral duty to look out for yourself, and that you wrong yourself if you do not. We often say that people who sacrifice greatly for others—say, a mother who spends all of her time caring for her children and husband without ever caring for herself—are not appreciating that they have obligations to *themselves* that are as worthy of satisfaction as the obligations they have towards others. This is especially powerful for those from whom society expects great sacrifice. Women in particular are often expected to undergo enormous sacrifices in order to maintain loveless, bleak, or soul-crushing marriages in which they are unable to meet important obligations to themselves. It therefore seems plausible that many cases of intuitively permissible unilateral divorce will be cases in which spouses are breaking their promises in order to satisfy genuinely important moral obligations to themselves.

However, even if avoiding personal unhappiness is not a source of moral obligation, the range of acceptable escape conditions on promises is broader than Brake makes it out to be in two ways.[[26]](#footnote-26) First, an overriding condition need not be *moral* to count as an escape condition. For example, suppose a struggling actor promises to buy bread for her roommate on her way home. While en route, her agent calls offering a once-in-a-lifetime audition if she can come immediately, which would preclude stopping to buy the bread before the store closes. Plausibly, the actor does not behave immorally all-things-considered if she goes to the audition instead of buying the bread. This is because a strong prudential obligation to pursue important career goals can trump a weak moral obligation to keep a low-stakes promise.

Second, the overriding condition need not rise to the level of *obligation* to license moral escape from the promise. Suppose Betsy promises to pick Anthony up from the airport. Shortly before Anthony’s flight arrives, the President makes a surprise visit to town, causing massive traffic jams. It would take Betsy an hour to drive to the airport, whereas it would take Anthony only fifteen minutes to walk home. Avoiding the unexpected waste of time and gas caused by sitting in traffic for an hour is not easily construed as an obligation. But it seems to be a strong enough reason to function as an escape condition on Betsy’s promise to pick Anthony up, and to let Betsy off the moral hook (although she will have to warn Anthony in time to avoid undue reliance, and she should do her best to make it up to him at some later time).

Whether a *more important conflicting reason or obligation*—call this a MICRO for short—licenses promise breaking will depend on the context. The more important a promise is, the stronger a MICRO must be to outweigh it. In general, wedding promises are extremely important, which is why we don’t think that unilateral divorce is morally permissible for frivolous or insignificant reasons. The difference between a marriage commitment and other forms of romantic commitment (e.g., making it “Facebook official” or moving in together) is that the marriage commitment is (as a contingent matter) generally treated with much more seriousness and solemnity by the spouses and by the rest of society, which means that a stronger MICRO is needed to override it. Divorcing your partner to gain the opportunity to audition for a major role or to avoid sitting in traffic for an hour would not be morally okay! But an exceptionally weighty prudential obligation or reason can override even the strong moral obligation incurred by a wedding promise.

It is indeed plausible that Marcel owes Albertine a yacht in virtue of his promise to buy her one. But this is because going to Venice and keeping up with the Guermantes are not serious enough conflicting reasons to merit promise-breaking. Suppose that Marcel and Albertine were married, and Marcel decided to divorce Albertine because this was the only way for him to see Venice or to impress his neighbors. This does not seem to be a case of justified unilateral divorce. Contrast the seriousness of the harms that befall Ann and the Austens: Ann must give up her only chance for happiness, and Mr. Austen must give up the chance to be a parent (or have Jane give up her successful career). Suppose buying a yacht for Albertine would so financially ruin Marcel that it would prevent him from going to college, or pursuing his dream job, or parenting a child. In these cases, there does seem to be an escape condition on Marcel’s promissory obligation to buy Albertine a yacht (at least, assuming these ends are generally permissible for Marcel). Ann and Mr. Austen’s marriage promises are similarly subject to escape conditions. Severe unhappiness of the sort that stems from being miserable and unsupported by one’s spouse, being unable to pursue a career, or being prevented from experiencing wanted parenthood can license breaking a marriage promise.

1. **What Should Spouses Do?**

What should spouses who wish to take their marital pledges seriously and to act in ways that are both rationally and morally permissible do? My first two pieces of advice track fairly naturally with our standard wedding practices. Spouses should avoid pledging to do morally impermissible things. And they should avoid deception by being explicit with each other about any external uncertainty that they foresee may arise (for example, if your spouse is on the fence about whether to have children or let their extended family move in with you, you need to tell them if a shift in their attitude would be a deal-breaker for you). The next two pieces of advice are more revisionary.

 First, spouses should avoid pledging to do things about which they are internally uncertain, because this requires making an immoral wedding promise. How might they do this? One option is deploying strategies that bind you externally and therefore make you more certain in your ability to resist temptation.For example, suppose you have a history of cheating on your partners. You want to enter into a monogamous marriage, but you have a dating app addiction and are worried about your ability to remain faithful. You might decide to delete Tinder from your phone and set a password on the app store that only your spouse knows, so that you have to go through them if you want to re-download the app, thus preventing you from being able to use dating apps in secret.Another option is scaling back the scope of your promises. You might do this by pledging to behave only in ways about which you do not foresee yourself being irresolute, or by making explicitly conditional promises (e.g., Jill promising Jackie that they will stay together unless she gets a job in a state where Jill is unwilling to move). Such promises might not seem very romantic, and spouses might not be satisfied with them. But it would be better for a promise to be honest and unsatisfying than for it to be internally uncertain and potentially deceptive or immoral.

 Second, spouses should enter into a marriage only if it is escapable via divorce should the need arise. As a corollary of this, spouses should generally refrain from making wedding pledgesthat require them to make irrational wedding vows*.* Because it is irrational to vow to stay married for the rest of your life without exception on my model, spouses should be cautious when pledging to remain together “‘til death do us part.”[[27]](#footnote-27) For it is only the possibility of unilateral divorce that makes exceptionless wedding vowsrationally permissible. Wedding pledges to remain married until death without exception—and especially those that aim to rule out divorce, no matter what—are irrational.

 This conclusion leaves open the question of whether it might sometimes make sense overall for a spouse to make an irrational wedding pledge. Some people might be psychologically incapable of fully investing in and volitionally committing to a romantic partnership unless they believe it to be for life. If marriage commitments are genuinely valuable, and if the only way for some to attain this sort of valuable commitment is to make an irrational wedding pledge, then irrationality might be best all-things-considered. But otherwise, permissible marriage pledges require realism both about our own abilities and the escapability of marriage.[[28]](#footnote-28)

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1. This formulation originates in the *Church of England Prayer Book* (1549). Other religious traditions have vows with different content (e.g., Hinduism), do not recite reciprocal vows at all (e.g., Judaism and Islam), or engage in silent vowing (e.g., the Eastern Orthodox Church). [↑](#footnote-ref-1)
2. For ease of discussion I will refer throughout the paper to a marriage between two people. However, this analysis could also apply to marriages involving more than two people in which the parties involved make traditional marriage pledges. [↑](#footnote-ref-2)
3. We can imagine cases in which it is unethical to publicly proclaim wedding pledges that are otherwise permissible to make (e.g., many of your family members and friends are unjustly prevented by the state from marrying, and it would be insensitive to happily pronounce your married love in front of them). I put these sorts of concerns to the side for this discussion. [↑](#footnote-ref-3)
4. A notable exception to this consensus is Brake’s (2011; 2012) argument that the permissibility of unilateral divorce entails that wedding pledges cannot be understood as promises; see Section 5.2. [↑](#footnote-ref-4)
5. See Shpall (2014) for more on the distinction between normative and volitional commitment. See also Brake (2012: 44 – 45) for discussion of these two kinds of commitment (which Brake calls *making* and *having* commitments); see *ibid.* Ch. 2 for more on the distinction between both of these kinds of commitment and promises. [↑](#footnote-ref-5)
6. Habib (unpublished) argues that wedding pledges are best understood not as promises made to one’s spouse, but as promises made to oneself. Brake (2011; 2012) cashes out wedding pledges as commitments rather than promises. I argue here that they involve *both* kinds of phenomenon: interpersonal promises to the spouse, and strong intrapersonal commitment. While I argue in Liberman (2019a) that self-promises are problematic and that vows are better understood as a form of especially robust resolution, nothing in the present discussion precludes construing the intrapersonal commitment undertaken by a wedding pledge as a promise to oneself. [↑](#footnote-ref-6)
7. Brake (2012 p. 35) makes the same point in criticizing Landau’s (2004) suggestion that couples may promise to perform love-sustaining acts without realizing that this is what they are doing. [↑](#footnote-ref-7)
8. We sometimes use the word ‘promise’ in an epistemic sense when providing assurance—e.g., someone in a drought-stricken region uttering “It won’t rain during your outdoor wedding tomorrow, I promise!” I take this to be a different sense of ‘promise’ than I am addressing here. [↑](#footnote-ref-8)
9. For example, see Brake (2011; 2012) and (Moller 2003; 2005). Others argue that love can be the proper subject of a wedding promise even if it is not in our control because they understand wedding pledges as something other than a promise/vow to act or feel in certain ways in the future. For example, Kronqvist (2011) and Wilson (1989) separately suggest that wedding vows are best understood as invitations to trust or assurances of love. Similarly, Mendus (1984) claims that wedding promises simply convey one’s intention to love, and should be assessed by the sincerity and robustness of that initial intention. While it is true that wedding pledges convey important information about our intentions and can serve to assure our partners (and those who witness the wedding ceremony) about our present degree of love and commitment, these effects do not exhaust what we care about when assessing wedding pledges: spouses frequently take themselves to be making a future-directed normative commitment, and I am concerned with the content of this commitment rather than merely the agent’s degree of volitional commitment at the time the normative commitment is created. [↑](#footnote-ref-9)
10. See also Wilson (1989). [↑](#footnote-ref-10)
11. Nietzsche goes on to say that wedding pledges are really promises to promote the semblance of love forever: “A promise to love someone forever, then, means, ‘As long as I love you I will render unto you the actions of love; if I no longer love you, you will continue to receive the same actions from me, if for other motives’” (*ibid.*). [↑](#footnote-ref-11)
12. There is controversy among demographers about what the exact rate of divorce is, and the extent to which the divorce rate has been declining since 1980. See <https://www.psychologytoday.com/us/blog/living-single/201702/what-is-the-divorce-rate-really> [↑](#footnote-ref-12)
13. For example, see <http://flowingdata.com/2016/03/30/divorce-rates-for-different-groups/> [↑](#footnote-ref-13)
14. See also Kronqvist (2011), who explicitly denies that marriage promises should be assessed in terms of probability and suggests instead that they “mark the perspective against which I understand, and want others, and especially you as the one to whom I make the promise, to understand my actions as well as my feelings at present and in the future. I am expressing my trust in you and my willingness that our relationship continues” (653). [↑](#footnote-ref-14)
15. In granting that it can be impermissible to promise to Φ against the evidence even if we can rationally believe that we will Φ (and, accordingly, can permissibly resolve to Φ), Marušić does not grant that the norms on rational belief governing our decisions to promise or resolve under uncertainty are fundamentally different. To the contrary, he argues that promising incurs a moral obligation to the promisee that raises the stakes and therefore defeats our epistemic justification for belief about what we will do (161 – 163). [↑](#footnote-ref-15)
16. I offer a more thorough account of the conditions on permissible promise-making—including promise-making under uncertainty—in Liberman (2019b). [↑](#footnote-ref-16)
17. Some authors (e.g., Shiffrin (2011) and Watson (2009)) argue that promises with immoral content fail to be promises at all. For present purposes, it does not matter whether we construe an immoral promise as an unsuccessful attempt at promising or as a genuine promise that is outweighed by the immorality and not obligatory to keep. [↑](#footnote-ref-17)
18. What kind of changes count as escape condition will depend on the content of the particular wedding promise. For example, suppose you promise to fully support your partner in all of their important projects. Your partner’s adopting a deeply immoral project will count as an escape condition that means that you’re no longer obligated to keep your promise to support all of their projects. [↑](#footnote-ref-18)
19. As we shall see in the subsequent section, a wedding pledge to remain with your spouse for the rest of your life is irrational qua vow, and prima facie impermissible for that reason. Here, I address the permissibility of such a pledge quapromise. [↑](#footnote-ref-19)
20. People who make public vows as part of their professional oaths are not always sincere; surely not every politician is deeply and truly committed to upholding the Constitution. Here, I’m focusing on the internal, private commitment made by sincere vowers, and not the external (and perhaps false) proclamation of such a commitment. [↑](#footnote-ref-20)
21. I understand vows as especially strong resolutions in Richard Holton’s (2009) sense, or intentions that are resistant to reconsideration and revision and therefore better able to hold up against temptation. However, what I say here does not depend on this construal. [↑](#footnote-ref-21)
22. Moller frames his argument as a critique of (interpersonal) wedding promises, but it applies very naturally to (intrapersonal) wedding vows as well. Despite the use of the gendered term “bachelor,” nothing about the argument suggests that it applies only to male bachelors and not to unmarried people of any gender. [↑](#footnote-ref-22)
23. In Liberman (2019a), I expand on this argument, and illustrate how this role-based conditional structure applies to any rational vow; at present, I defend this claim as it applies only to wedding vows. [↑](#footnote-ref-23)
24. Martin defends marital faithfulness (understood to include more than just sexual fidelity) as a virtue; the context for this quote is defending the value of marital faithfulness against the objection that changing identities over time renders long-term commitment meaningless. Martin goes on note that “marriage is an act of faith—of placing trust in, rather than merely hoping or expecting—as the unconditional tone of lifetime vows conveys. Faith is essential, not only as an expression of love, but because it tends to be self-fulfilling by providing security and trust in which relationships prosper” (70). [↑](#footnote-ref-24)
25. If you’ve promised your spouse to remain married for life, you’ll have to consider whether an escape condition on the promise has arisen (see the discussion in Section 3.2 above). But you can morally wrong your spouse through divorce in other ways even if you haven’t made such a promise—say, if your reasons for divorce are callous or cruel, or if you leave your spouse destitute and unable to care for themselves. [↑](#footnote-ref-25)
26. See Liberman (2015, Ch. 7) for a more detailed account of when promises are subject to escape conditions. [↑](#footnote-ref-26)
27. Some couples might use the phrase “‘til death do us part” non-literally to convey the (more or less quixotic) very strong degree of commitment they have to each other; the goal might be to proclaim one’s current sincerity and intention to remain together in the future in any typical adverse circumstances that might arise while recognizing that more unusual MICROs might license escape. Mendus (1984) suggests that such an expression (rather than a literal promise or vow) is at the core of our wedding pledges. [↑](#footnote-ref-27)
28. I wish to sincerely thank the participants in the 2017 “Social Philosophy and Business Ethics of the American Wedding” conference at the Wharton School of Business at the University of Pennsylvania for their valuable feedback on this paper, as well as two anonymous referees for this journal. [↑](#footnote-ref-28)