

The Point of Promises*

Stefan Riedener and Philipp Schwind

The normative mechanics of promising seem complex. The strength and content of promissory obligations, and the residual duties they entail upon being violated, have various surprising features. We give an account to explain these features. Promises have a point. The point of a promise to ϕ is a promise-independent reason to ϕ for the promisee's sake. A promise turns this reason into a duty. This explains the mechanics of promises. And it grounds a nuanced picture of immoral promises, an argument against promissory bare wrongings, and a constraint on theories of why we have promissory obligations in the first place.

1 Introduction: the complexity of promissory obligations

The mechanics of promissory obligations seem complex. Consider the *strength* of such obligations. (i) Some promises ground stronger obligations than others; and the strength of a promissory obligation can arguably change. If Ethan promises to look after Felicity's horse while she's on vacation, he has a weightier obligation than if he promises to look after her thyme. And if violinist Grace promised her neighbor Harper not to fiddle on Sundays, but he goes deaf with the passing of years, the strength of her obligation dwindles along with his hearing.¹ Also, (ii) the same promise may ground obligations of different strength if given to different people. If Iago wants to publish his poetry and Juliet promises to read it for feedback, her obligation is weightier if they're close friends than if they just met on the train.

*For very helpful comments on this material, we thank Holger Baumann, Daniele Bruno, Francesca Bunkenborg, Brad Cokelet, Alexander Dietz, Stefan Fischer, Christoph Halbig, Ulrike Heuer, Markus Kneer, Felix Koch, Adam Lovett, Elinor Mason, Erasmus Mayr, Christoph Mocker, Sebastian Muders, Lukas Naegeli, David Owens, Peter Schaber, Michael Schefczyk, Thomas Schmidt, Christian Seidel, Felix Timmermann and two anonymous reviewers for *Ethics*.

¹Can a promissory obligation also *increase* in strength? To some extent it certainly can. Suppose Georgia promised Timothy to help him with logic, when his lack of understanding didn't seem a serious problem. If after some time, he risks dropping out of university due to the upcoming exam, her obligation is correspondingly stronger. However, there seem to be limits. If suddenly a terrorist threatens to kill him unless he does some difficult logic, Georgia doesn't have a promissory obligation of life-and-death strength.

Consider also the *content* of promissory obligations. Your promissory obligation needn't consist in what you've explicitly promised to do. (iii) Sometimes doing what you've explicitly promised isn't sufficient to fulfill your obligation. If Alice and Brandon agree it would be nice to drink an Old Fashioned, and she says 'I'll be in front of the pub at eight!', she wrongs him if she's there at 8.00pm but leaves at 8.01pm. She must generally stay at least for a drink. Equally, (iv) sometimes doing what you've explicitly promised isn't necessary to fulfill your obligation. Suppose Joel wants to spot his friend Eve in the crowds of the rally, so she says 'I promise I'll wear my red jacket'. If she comes to prefer wearing yellow instead, her yellow coat would be equally conspicuous for Joel and not otherwise worse, and she informs him in due course about it, she can generally decide to wear that. Also, (v) promises generally don't result in a blank cheque of the promisee to your doing as promised, but seem importantly conditional. Suppose Karen collected wooden ship models, Leo was delighted that she shared his passion, and promised her his HMS Beagle. If Karen loses all enthusiasm, sells her collection, but insists she still wants that Beagle for kindling, Leo isn't obliged to comply.

Consider finally *secondary obligations* that arise when you haven't fulfilled your primary promissory duty. (vi) When you broke your promise, you sometimes only have duties of apology and reparation. But at other times you also have second-best obligations to do something similar to what you've promised. If Melody promised Lynn to abstain from sex with anyone else, and ruined their relationship with a long-running affair, she owes her an apology and perhaps reparation. But she doesn't owe Lynn to stay celibate after their break-up. Yet if Nathan promised his children to abstain from tobacco, but enjoyed a handful of cigarettes at a party, he'll not simply have to apologize. He'll also have a promissory obligation not to smoke any more *after* that relapse.

Our question is what explains this data. More generally, we aim to provide a unified account of the first-order normative mechanics of promising: of how exactly your promising determines the strength and content of your original and secondary promissory obligations.

This question is different from the standard question in the recent literature. The discussion has focused not on the first-order normative functioning of promises, but on why we have promissory obligations in the first place. So there's been a long debate between normative power accounts (see e.g. Raz 1977; Watson 2004; Shiffrin 2008; Owens 2012), expectation views (Anscombe 1981; Thomson 1990; Scanlon 1998; Foot 2001; Mason 2005), and conventionalism (Hume 1739; Rawls 1971; Gauthier 1999). And while specific versions of these accounts do have implications for the mechanics of promising, the latter is rarely the focus of attention. It deserves to be.

Our main claim will be that valid promises have what we call a '*point*'. The point of a promise to ϕ is a promise-independent reason to ϕ . The strength and content of original and secondary promissory obligations track this reason (section 2). This account provides a unified explanation of our data (section 3). And it has important implications beyond them. It grounds a nuanced picture of the validity of immoral promises (section 4), a rationale against the

assumption that there are promissory ‘bare wrongings’ (section 5)—and while it’s compatible with all three meta-views about why we have promissory obligations, it yields constraints on the shape that these views must take (section 6).

2 The point of promises

What grounds the strength and content of your (original and secondary)² promissory obligation is the ‘point’ of your promise. The point of Alice’s avowment to be at the pub at eight might be her promise-independent reason to drink an Old Fashioned with Brandon. Roughly, she has an obligation to do what that reason favors; its strength will depend on the strength of this reason; and her secondary obligations will hinge on whether this reason survives the non-fulfilment of her primary duty. Let’s spell this out in detail.

We discuss three questions in turn. Which of the reasons related to her promise determines Alice’s obligation? What kind of reason will that be? And how exactly will it determine her obligation? Start with the first question. On the view we’re exploring, when A says to B ‘I will ϕ ’, her promissory obligation is determined by a promise-independent reason she has to ϕ . But there might be many such reasons. Perhaps if Alice and Brandon meet at the pub, she’ll befriend bartender Omar; he will impress his friends with the date; and unbeknownst to them they’ll receive a \$1000 voucher for being the thousandth couple that enters. All of these facts may be reasons for Alice to be at the pub at eight. Indeed, all of them might be related in some special way to her promise. Perhaps meeting Omar was what secretly motivated Alice to be there at eight: she committed herself vis-à-vis Brandon only to overcome the shyness that would otherwise have prevented her from going. Perhaps impressing his friends was what unconsciously made Brandon desire that Alice be at the pub, and those \$1000 constituted their objectively *best* reason to meet. But in themselves, such motivating or objective reasons don’t seem to determine her obligation. If Omar gets sick and stays home, Brandon’s friends go to a concert instead, and that guest-celebration is cancelled, then unless Brandon releases her from that promise, Alice is usually still bound to show up. The vanishing of their motivating reasons, or their objectively best reason, doesn’t affect her duty.

The problem with these reasons seems that they needn’t have played any role in Alice’s actual promising. The relevant reason must somehow be present in the speech act of the promise itself. So the following seems more plausible. Standardly, when A promises B to ϕ , she *communicates* a reason for her to ϕ . She won’t just say ‘I’ll ϕ .’ Explicitly or implicitly, she’ll say ‘I’ll ϕ because p .’ And it’s *this* communicated reason that determines A ’s promissory obligation, and that we call the point of her promise. For simplicity, we refer to it as A ’s c -reason to ϕ (the communicated reason).

²For simplicity, we henceforth omit this qualifier. Unless otherwise indicated, by ‘promissory obligations’, we mean the original *and* secondary obligations grounded in your promise.

So there will have been a particular reason that Alice communicated to Brandon to be there at eight. She might have done so explicitly. She might have said, ‘I’ll be there at eight, because it would be pleasant to drink an Old Fashioned in that pub together.’ But more often than not, the point will be communicated implicitly. Then the background context of the conversation (such as their having mentioned earlier how long past their latest carousal now is), or common sense facts about the situation (the fact that there’s obviously nothing else to do on such an evening than drink), or the relationship in which they stand (such as their regularly meeting for Old Fashioned nights) will determine the implicitly communicated reason. How and why and what precisely you communicate by uttering certain words in a certain context are questions beyond the scope of this paper.³ What matters for now is that it’s this communicated reason that determines Alice’s obligation. Notably, this reason might be different from their subjectively motivating or objectively best reasons. And if it is, Alice’s obligation isn’t altered just because the latter vanish or change. It’s only affected by the *c*-reason. If *this* reason vanishes—if there’s a curfew at 8.01pm, say, and they can’t go drinking—Alice’s duty to show up at 8.00pm vanishes too.⁴

We turn to our second question. What *kind* of reason will that be, which is standardly communicated in a promise of *A* towards *B* to ϕ ? There are numerous sorts of reasons Alice might refer to in her promise—prudential reasons she has for being there at eight, third-party interests, agent-neutral reasons that would make it good from the point of view of the universe, and so on. But promises that (try to) invoke only such reasons seem fundamentally deficient. Take prudential reasons. Suppose Alice didn’t know Brandon, and they didn’t plan on drinking *together*. She just says *her* evening would be pleasant if she drank, and promises him to be there in time for her solitary drinking. If Brandon doesn’t care at all about what Alice does that evening, such a promise seems importantly deficient. It doesn’t seem to establish an obligatory bound between them, or ground that Alice would owe it to *him* to be punctual for her night out. The same goes for third-party and agent-neutral reasons. Suppose Alice says it would be good to support Omar’s bar, or the world cultural heritage art of drink mixing, and promises Brandon to go drinking therefore. If Brandon doesn’t care about Omar, or about the great tradition of bartending, such promises again seem deficient.

There might be different explanations for this. But the most plausible one

³For an overview over the debate on explicit and implicit communication, see e.g. Carston (2002, ch.2).

⁴Three points of clarification. First, we’re not suggesting that to promise to ϕ *just is* to communicate that you have an independent reason to ϕ . Clearly, in promising you do more than this. We just claim that in promising you *among else* communicate a reason to ϕ . Second, usually there’ll be a shared understanding of what the communicated reason was. But sometimes there isn’t. We take it that disagreement about the *c*-reason accurately predicts disagreement about whether a promise is still valid. So even these cases confirm our account. Third, in principle, you might also communicate several reasons to ϕ . Alice might say: ‘Going out will foster our friendship, *and* let you impress your friends, *and* give us a chance to win a \$1000 voucher; so, I’ll be there at eight.’ That’s compatible with our account. In such a case, the role of the point will be played by the conjunction of these reasons. For simplicity, throughout this paper, we focus on cases where the point is constituted by a single reason.

is that the *c*-reason can't be merely a prudential, third-party- or agent-neutral reason. Intuitively, it must have something to do with the promisee. The point of a promise by *A* to *B* to ϕ must be a reason of *A*'s to ϕ for *B*'s sake. So we henceforth refer to that reason as '*A*'s *c/B*-reason to ϕ ' ('*A*'s communicated reason to ϕ for *B*'s sake').⁵

What are reasons to do something for someone's sake? There might be different sorts of such reasons. If Alice's visiting the pub will increase Brandon's wellbeing, that's a reason to go for his sake. If Brandon has a desire that she come, that will generally also be a reason of our kind. Perhaps if it would somehow restrict Brandon's autonomy if she didn't go to the pub—thwart his project of writing a book on the pubs of the city—that's also a reason to go for his sake. Our account should be neutral between substantive views about what reasons we have. So we adopt a formal analysis. *A*'s reason to ϕ is a reason to ϕ for *B*'s sake if and only if it's a positive moral reason to ϕ ultimately grounded in some property of *B*.⁶ Plausibly, Brandon's welfare, or desires, or autonomy ultimately ground positive moral reasons for Alice. So those will be reasons to do things for his sake. Or in other words, *insofar as* Brandon takes an interest in Alice's wellbeing, Omar's pub, or the culture of bartending, those things can enter the point of Alice's promise—not as purely prudential, third-party- or agent-neutral reasons, but as reasons to visit the pub for Brandon.

We move to our third question. *How* will *A*'s *c/B*-reason determine *A*'s obligation? We first clarify the nature of obligations, and take our cues from Joseph Raz (1999). According to Raz, a pro tanto obligation to ϕ is a first-order reason to ϕ combined with a second-order 'exclusionary reason' against acting on various first-order reasons not to ϕ . In this sense, a pro tanto obligation is a 'protected reason' (see Raz 1999, 216f., fn. 26; 1979, 17f.). It needn't exclude all your reasons not to ϕ . You might have a strong reason, indeed a pro tanto

⁵Here's another candidate explanation for the cases in the previous paragraph. Promises arguably need uptake: *A*'s promise to *B* to ϕ is valid only if *B* somehow accepts it (see e.g. Darwall 2011, 269f.; Owens 2006, 73). Now one might claim (*contra* Thomson 1990, 297f.) that *B* must express the relevant acceptance by expressing a desire that *A* ϕ . So if *B* expresses that he doesn't mind, the promise lacks uptake, and is therefore invalid. We think something along these lines is right. In order to (*bona fide*) express uptake, *B* must take *A* to have a reason to ϕ for their sake. But we think this itself needs explaining. And the fact that in order to (*bona fide*) promise *A* must take herself to have a reason to ϕ for *B*'s sake is explanatorily prior to this fact about uptake.

⁶Some clarification: We assume that a reason is a 'moral reason' if it's in itself pro tanto morally commendable to take it into account or morally criticizable not to. Lauren's beauty might give Carla a reason to marvel at her. But this isn't a moral reason, and thus no reason to marvel for Lauren's sake. A reason is 'ultimately grounded in some property of you' if its existence is, at least in part, ultimately grounded in your having that property. Ray's largeness might give Carla a reason to throw him from the bridge and stop the runaway trolley. But that reason is ultimately grounded in some property of the people on the track, and only derivatively in Ray's largeness, and thus isn't a reason to throw him down for *his* sake. And such a reason is a 'positive moral reason' if your grounding it essentially manifests your being morally valuable. Malik's contemptibility might give Carla a reason to despise him. But his grounding this reason doesn't manifest his being morally valuable, and thus isn't a reason to despise him for his sake. Anyway, that's our best shot at the nature of such reasons. Of course, the main thesis of our paper doesn't hinge on this specific analysis of reasons to ϕ for someone's sake.

obligation, not to ϕ . And this reason might not be excluded, and might even defeat your pro tanto obligation to ϕ . So it might be that all things considered you have an obligation not to ϕ . But a pro tanto obligation means you have a reason to ϕ , and that some of your reasons not to ϕ are excluded.⁷

A 's promise towards B to ϕ grounds a pro tanto obligation in this sense, piggy-backing on her c/B -reason to ϕ . Roughly, that is, it does two things with that reason. First, it shelters her c/B -reason to ϕ . It provides a second-order exclusionary reason against acting on various first-order reasons not to ϕ . Thus it functions as a protector. Second, it strengthens A 's c/B -reason to ϕ . It makes it the case that, when weighed against non-excluded reasons or obligations, her c/B -reason to ϕ is now weightier than it was prior to the promise. We might thus say her promise provides a first-order reason to ϕ . But importantly, it doesn't provide an independent, extra reason. Rather, it provides an *intensifier* for her pre-existing c/B -reason. Consider another example. On a plausible view, personal relationships function as intensifiers for pre-existing reasons (see e.g. Jollimore 2011, 114; Keller 2013, 136; Lord 2016; Lazar 2016, 51). Suppose there's no relationship-independent reason for anyone to count the grass in Lea's garden for her sake: she wouldn't benefit from it at all, has no desire that it be counted, and so on. Then even Lea's friend Colin has no reason to count it for her. But suppose there *is* a relationship-independent reason for everyone to help Lea move house: it would spare her some pain in her back. Then Colin has a stronger reason to help her than strangers do. So their relationship, one might say, is a first order reason for Colin to do certain things. But it's not an extra, free-standing reason. It's an intensifier that makes pre-existing relationship-independent reasons become stronger. A promise does the same. It functions as an intensifier for an independent c/B -reason.⁸

But we must be more precise. Suppose A says to B 'I will ϕ ', and that the point of her promise— A 's c/B -reason to ϕ —is p . We say a promise functions as an intensifier and protector for this reason. But we don't mean it intensifies and protects only A 's reason *to* ϕ . Again, Alice mustn't just come to the pub. She must also stay for a drink. Yet equally, we don't mean A acquires an obligation to just do anything that p favors. Suppose the point of Alice's promise was that Brandon had a bad week. Say this favors her coming to the pub, because a joint evening would improve his week. But suppose it also favors her sending him a 4LP version of Led Zeppelin's *How the West Was Won*, as this would improve his week no less. Alice can't just send him those LPs, and thereby fulfill her promise to come to the pub. So, we mean A has an obligation to do something that's close enough to ϕ -ing in terms of p —where ψ -ing is close enough to ϕ -ing in terms of p if it either consists of ϕ -ing in a manner favored by p , or in some

⁷We acknowledge that Raz's account isn't uncontroversial. Much of our data could also be explained if we paired the idea of the 'point' with a different account of obligation, such as that given by Darwall (2006) or Wallace (2019). The most important data that couldn't be explained (as naturally) are our intuitions about immoral promises (see section 4).

⁸For the notion of intensifiers, see originally Dancy (2004, 41f.). Notably, since on their own they don't favor any action, Dancy doesn't call intensifiers 'reasons' (2004, 42). Hence why we wrote, cautiously, that one 'might say' promises provide first-order reasons.

alternative action that's determinately favored at least as much by p . That is, Alice's promissory obligation is to either come to the pub in a way that the point of her promise favors, or do something else which the point determinately favors at least as much. The first clause explains why Alice must stay for a drink. Showing up and leaving a minute later doesn't improve Brandon's week. So it's a way of coming to the pub that isn't favored by the point, and not a way for her to fulfill her obligation. The second clause explains why Led Zeppelin won't do. It requires that any alternative to ϕ -ing must be *determinately* favored at least as much by p , to count as fulfilling the promise. By this, we mean it's sensitive to incommensurabilities in values and reasons, in the following sense. We assumed Led Zeppelin would improve Brandon's week no less. But the evenings with Alice and with Led Zeppelin involve benefits of quite different kinds: company and whiskey versus solitude and music. So plausibly, Brandon may reasonably strictly prefer the evening with Led Zeppelin to the evening with Alice. But he may also reasonably be indifferent between the two evenings. And he may also reasonably strictly prefer the evening with Alice to the evening with Led Zeppelin. No preference-relation between these evenings is unreasonable. As we'll understand it, this means the two evenings are incommensurable in value. They aren't determinately precisely equally good. But neither is one evening determinately at least as valuable as the other. If it was, it wouldn't be reasonable to strictly disprefer it (see e.g. Rabinowicz 2012, esp. 139). And this in turn means the point of Alice's promise—to improve Brandon's week—doesn't determinately favor the promotion of either evening at least as much as that of the other. In particular, it doesn't determinately favor her sending him those LPs at least as much as her coming to the pub. So unless he allows her to, she can't fulfill her obligation that way either. Arguably, such incommensurabilities in reasons are very widespread, especially when two actions promote different kinds of goods.⁹ So you generally can't fulfill your promise by doing something very different from what you actually promised—especially when your promise has a rather specific point.

In sum, that promises presuppose independent reasons doesn't mean they're normatively redundant. They strengthen those reasons, and protect them, and those differences can be crucial. Perhaps Alice always had some reason to meet Brandon at the pub for his sake. But after her promise, that reason will be stronger, and protected by an exclusionary reason. Promises can't conjure forth obligations *ex nihilo*. But they still make a real difference.

Before we turn to how this explains our data, there's a more formal question concerning the epistemic status of the relevant reasons and obligations. Is it the objective facts about whether Alice has such an independent reason, and how strong it is, which determine her obligation? Or is it her subjective beliefs about this? Or something else again? So is the resulting obligation, in this sense, 'fact-relative', or 'belief-relative', or relative to something third?¹⁰ This question arises about promissory duties just as about other moral obligations,

⁹For classic defenses of the pervasiveness of such incommensurability, see e.g. Raz (1986, ch. 13; 1997) or Broome (1997).

¹⁰The 'fact-' versus 'belief-relative' terminology is from Parfit (2011, ch. 7).

and raises similar considerations here as elsewhere. Our account is compatible with different replies. But here’s the interpretation we favor. There might be different senses of ‘ought’. Suppose there’s actually a curfew at 8.01pm, such that objectively speaking there’s no relevant reason to meet, but that neither of them know this. Perhaps there’s a fact-relative sense of promissory obligations in which Alice then needn’t do as she promised. We remain neutral about this. But even if it exists, we think this fact-relative obligation is practically relatively unimportant—unimportant, that is, both in Alice’s deliberation, and in our assessment of her. It isn’t itself action-guiding for Alice (see e.g. Fox 2019). And it plausibly doesn’t determine the appropriateness of our blaming her (see e.g. Parfit 2011, 154ff.). Something similar holds for Alice’s beliefs. Suppose that without any evidence, out of apparent insanity, Alice believes there’s a curfew at 8.01pm. Perhaps there’s a belief-relative sense of obligations in which Alice then needn’t do as she promised. Again, we remain neutral about this. But even if it exists, we think this belief-relative obligation is practically relatively unimportant. She generally won’t ask herself what to do in light of her beliefs as she happens to find them, but what to do in light of her evidence (see e.g. Zimmerman 2008, 13f.). And she may be criticizable for her beliefs and thus the actions she takes on their basis (see e.g. FitzPatrick 2008; Brown 2020).

So we think an evidentialist route is most plausible, or at least picks out the most important kind of obligation for Alice’s deliberation and our assessment of her.¹¹ It’s A ’s evidence about her c/B -reason that determines her obligation. If A ’s evidence indicates she has a (strong) c/B -reason to ϕ , she’ll have a (strong) promissory obligation to ϕ . If her evidence indicates she has no (or only a weak) such reason, she won’t have any (or only a weak) obligation to ϕ .¹²

This evidentialist route raises an interesting question. What if A ’s evidence isn’t fully determinate, but allows for reasonable disagreement about her c/B -reason? Suppose there’s reasonable disagreement about religious questions, say—such as whether souls, heaven and God exist. Assume that when Sam and Rose were still devout Christians, she promised to assist baptize his daughter, with the explicit point of helping her soul. But Rose then read *The Essence of Christianity*, was suddenly convinced by Feuerbach’s atheism, and now thinks baptism is a mere waste of water. Intuitively, her promissory obligations needn’t vanish together with her faith. If knowing all of Feuerbach’s arguments, Sam

¹¹For the view that there are these three different senses of obligations, and that the evidence- or belief-relative obligations are practically most important, see e.g. Parfit (2011, ch. 7). For a more thorough defense of the evidentialist perspective, see e.g. Zimmerman (2008; 2014) or Kiesewetter (2017, esp. ch. 8).

¹²Note that there’s another place in our theory where a similar question comes up. What exactly is A ’s c/B -reason? Is it the reason that A , objectively speaking, communicated; or the reason she believed to communicate; or the reason that according to her evidence she communicated? We take it the answer to this question is similar: the evidentialist route seems most plausible, or at least to pick out the practically most important kind of obligation. However, if one thinks fact- or belief-sensitive obligations are the only or most important obligations, one can of course adapt our proposal accordingly. One can say it’s the objective facts, or A ’s beliefs, about the communication or existence of the c/B -reason to ϕ that determine her obligation to ϕ .

would still *reasonably* believe it's good for his child to be christened, Rose still owes him that help. So the c/B -reason to ϕ is relevant in a somewhat more complex manner than just suggested. What's relevant is the promisor's evidence about what the promisee would reasonably believe, in light of the evidence of the promisor herself pertaining to the point of the promise. In this sense, it's the promisee's perspective that ultimately determines their claims, rather than that of the promisor.¹³

Let's take stock. By promising B to ϕ , A communicates that she has a promise-independent reason to ϕ for B 's sake. The 'point' of her promise is this reason. A 's promissory obligation tracks what B would reasonably believe, given A 's evidence pertaining to that, about whether this reason is indeed an independent reason for A to ϕ for B 's sake. Or more precisely, her promise provides a first-order intensifier of this reason, and a second-order protector against others.

3 The data explained

To illustrate this further, let's see how it captures our data. The *strength* of A 's promissory obligations will depend on the strength of her prior c/B -reason: the stronger that reason, or the more it's already strengthened by independent intensifiers, the stronger the resulting obligation. Now clearly, (i) some such independent reasons are stronger than others; and their strength can easily change. If Felicity's absence endangers her horse and her thyme, then prior to any promise, Ethan has a stronger reason to feed the animal than to water the plant for her sake. And to the extent that Harper's auditory abilities evanesce, so will Grace's independent reason not to fiddle on Sundays.¹⁴ Also, if personal relationships do indeed act as (another) intensifier on reasons, then (ii) our reasons to do something for the sake of another depend on our relationship to them: our friends' desires or wellbeing provide us with stronger reasons to act for their sake than the desires or wellbeing of strangers. If Iago is a close friend, his desire for feedback gives Juliet a stronger reason to proofread his poetry than if they just met on the train. So the relevant promissory obligations will differ accordingly.

¹³Two notes of clarification about this. First, the standard of 'reasonableness' we have in mind here is low. We take it that—aside perhaps from some blatant conspiracy theories, extremist value systems, or plain lapses and blunders—most people generally have reasonable beliefs. Second, by the 'the promisor's evidence pertaining to the point of the promise' we don't mean *all* of the promisor's evidence—from their childhood and college years up to their promise. If the promisee had all of this evidence, they'd in an important sense be someone else (viz., the promisor). We mean, more narrowly, evidence about the specific matters relevant to the promise. The boundaries of this will be vague. But then the facts about when promises remain valid are indeed to some extent indeterminate. For these two reasons, we take it that many promises can remain valid even if, given the entirety of their evidence, the promisor reasonably believes the point has vanished.

¹⁴Similarly (see fn. 1), the greater Timothy's logic-troubles at university, the stronger Georgia's reason to help him. However, if the point of her promise was to help with his *degree*, the logic-terrorist doesn't bear on this, and she doesn't acquire a life-and-death obligation due to that sudden freak threat.

Consider next the *content* of promissory obligations. Again, having said ‘I will ϕ ’, A will have a promissory obligation to do something close enough to ϕ -ing in terms of the point—to either ϕ in a manner that the point favors, or do another action it determinately favors at least as much. This means (*iii*) you can violate your obligation even if you do what you’ve explicitly promised. Suppose the point of Alice’s promise is that it would be a pleasure for her and Brandon to spend the evening together. This doesn’t speak in favor of coming at 8.00pm and leaving at 8.01pm. It only speaks in favor of coming if they do spend the evening together. So if she comes just in order to leave, she’s violated her obligation. On the other hand, (*iv*) you can satisfy your obligation even if you don’t do what you’ve *explicitly* promised. The point of Eve’s promise to wear her red jacket was that Joel wanted to spot her in the crowd. But as her yellow coat would be equally conspicuous to him, this determinately favors her wearing that coat at least as much: he can’t reasonably strictly prefer her wearing red rather than yellow, in light of his desire to spot her. So if Eve wears yellow instead, and informs him about it in time, she’s satisfied her obligation. By the same token, (*v*) your obligations are always conditional on the point, and will sometimes vanish altogether. The point of Leo’s promise to bestow his Beagle on Karen was to contribute to her collection, or her passion for wooden ship models, rather than to the heat in her stove. So if she’s lost that passion altogether, this reason has vanished, and so has any promissory obligation.¹⁵

Finally, A ’s *secondary obligations* also follow from the c/B -reason: if A hasn’t fulfilled her primary obligations, she’ll have a pro tanto second-best duty if and only if the c/B -reason still exists, and still favors some actions of her. (*vi*) Sometimes it doesn’t. If the point of Melody’s vow of fidelity was a trustful marital relationship with Lynn, and she ruined that irreparably, the relevant reason won’t speak for anything else. In particular, it won’t speak for post-marital celibacy. So apologies and reparations are all she can do. But sometimes the point does favor some further action. If the point of Nathan’s promise to stop smoking was the health of his lungs, then even after he’s enjoyed a cigarette, that will speak against smoking any more. So he’ll be under an obligation, not simply to apologize, but to stay smoke-free at least from now on.¹⁶

¹⁵W.D. Ross might have had something like this view about the content of promissory obligations. He didn’t spell it out in terms of the ‘point’. But he insisted that ‘most promises [...] are made without any attempt, and without any necessity, to state in full all their implied conditions and qualifications, since conversation would be very tedious if all of these were insisted upon’ (1939, 98). Importantly, a story about what determines the content of promissory obligations can’t be the whole explanation of our phenomena. In particular, the *strength* of promissory obligations isn’t part of the content of a promise, or the content of promissory obligations. Ethan can’t make his promissory obligation to water Felicity’s thyme very strong—even if he explicitly says that it shall be weighty.

¹⁶This is in line with what John Gardner called the ‘continuity thesis’: ‘the thesis that the secondary obligation is a rational echo of the primary obligation, for it exists to serve, so far as may still be done, the reasons for the primary obligation’ (2011, 33). The ‘reasons for the primary obligation’, we suggest, involve the point. See also Raz (2004, 189ff.) or Ripstein (2016, ch. 8) for similar ideas. Note that our account also explains your secondary obligations in cases where it’s no fault of yours that you haven’t done as you promised. Suppose Norah promised to return Oscar’s book to him in person by Saturday, the point being that he wants

Our account thus provides a unified explanation of our data, or of the complex first-order mechanics of promising. Three clarifications are in order. First, we're not saying the point of a promise is the only factor that determines the strength of promissory obligations. There might be other promise-related intensifiers—such as the solemnity of your word. If Ethan declares gravely, 'I'll swear to God and my mother I'll look after your thyme', his duty is arguably somewhat stronger than if he just says 'fair enough, I'll water it, promise'. Our proposal is compatible with this. We're also not saying the existence of a promise-independent reason is sufficient for creating an obligation through a promise. Plausibly, the promisor must meet certain standards (e.g., promise intentionally, voluntarily, and knowingly)¹⁷ and the promisee must accept the promise in some form for the normative change to take place. Again, our proposal is compatible with this.

A second note. We've suggested that a promise turns an independent reason into a *pro tanto* obligation. But what if there already was an obligation to begin with? Suppose Alice was anyway obliged towards Brandon to come to the pub: he asked her to join his farewell event before he'll emigrate for good, say, and given their longstanding friendship she ought to honor this invitation. Intuitively, her promise still makes a difference. If she fails to be there, he can complain about her promise-breaking, over and above her bad friendship (see Shiffrin 2011, 165ff.). Our proposal can accommodate this. Alice's reason to come to the pub might already have been protected by an exclusionary reason. But it won't have been protected against all competing considerations. And it will still have been defeatable by some of them. When she promises to come, she won't modify an as yet non-obligatory reason. But she'll effect that her reason to come is protected against more reasons, and that those reasons not to come that aren't excluded must be stronger in order to defeat it.

A third note of clarification.¹⁸ We've suggested that a promise functions as an intensifier, or multiplying factor, for some prior reason. In principle one could also defend an additive view, on which the promise grounds a new standalone reason rather than an intensifier, while still holding the point of promises is crucial for their mechanics. In fact, there are various such additive views. The one that's most closely related to ours is this. (We'll mention another one in section 5.) One could say a promise adds a new independent reason (or obligation) but that *A's c/B-reason to ϕ* acts as a kind of normative funnel: it determines what this new promissory reason is a reason *for*. But we think our multiplicative picture is better. To begin with, it's simpler.¹⁹ The additive

it back. If on Friday Helen steals it from Norah's room, and gives it to Oscar, there's nothing left that Norah must do (see Stocker 1970, 596 for a similar example). But if Helen takes it to her mountain trip, and returns it to Norah on Sunday, Norah has a second-best obligation. She must hand it to Oscar at least *then*.

¹⁷The locus classicus for the conditions on valid promising is Grotius (2005, bk. II, ch. 11). For recent discussions of promises under duress, coercion and deception, see e.g. Owens (2007) and Chwang (2011).

¹⁸We thank an anonymous reviewer for *Ethics* for prompting us to clarify this issue.

¹⁹Actually, there's an even prior worry. Intensifiers are arguably common beasts: there seem to be many other reasons of this kind, and they seem well understood (see e.g. Dancy

picture must arguably also allow that solemnity can act as an intensifier on the extra promissory reason. So it must ultimately combine multiplicative and additive elements. A thoroughly multiplicative story seems neater. Second, the multiplicative picture seems phenomenologically more accurate. Consider other intensifiers, such as (arguably) personal relationships. Suppose Harper has another fiddling neighbor, Naomi, who’s an old friend of his but hasn’t made any promise. Intuitively, it doesn’t seem that Naomi has two entirely independent reasons not to fiddle on Sundays: that her fiddling would annoy Harper, *and also*, that he’s her friend. Rather, their friendship means his annoyance should matter more to her. It intensifies the weight she should give to the independent consideration provided by his wellbeing (see most explicitly Lord 2016). Phenomenologically, promises seem similar. Grace doesn’t seem to have two separate reasons not to fiddle: that her fiddling would annoy him, *and also*, that she promised. Rather, again, her promise means Harper’s annoyance should matter more to her. Third and most importantly, our proposal better accounts for the *strength* of promissory obligations. On the additive picture, the strength of the extra promise-dependent reason should (perhaps apart from variations due to solemnity) arguably always be constant. So the normative difference between a situation without and one with a promise should be equal throughout: constant summands always add equally much. When after different promises we have unequally strong reasons to do something, that must be due entirely to the unequal strength of our promise-*independent* reasons. But note how weak the weakest promises are. When Zayd says ‘I promise I’ll give my partner regards from you’, for instance, he generally has a very wimpy obligation to do so. If the normative difference due to a promise was never greater than this, promises couldn’t change the normative landscape by much. But in fact they can alter it tremendously. When after weeks of reflection, Chloe finally tells her imprisoned friend ‘I promise I’ll take care of your daughter’, the normative change may be nothing short of dramatic. Our multiplicative view can explain this. The weightier the independent reason, the greater the change effected by intensifying it: unequal quantities multiplied by a constant factor make very unequal results. So, we prefer our multiplicative view.

4 Immoral promises

Beyond the phenomena above, our account has interesting implications for two cases often discussed in the literature: it grounds a nuanced view of the validity of immoral promises, and an argument against so-called promissory ‘bare wrongings’. Consider immoral promises first. As we understand them, immoral promises are promises to ϕ , where ϕ -ing is morally wrong. Suppose Theo applies for a job, and Uma promises him to kill competing applicant Vincent, to increase Theo’s prospects. What’s the normative upshot of such promises?

2004, 41f.). In contrast, the normative-funnel-role that the point of promises would play on this additive picture seems rarer, and *prima facie* a little more mysterious. So there’s an explanatory burden to meet, arguing even for its existence.

Two contrasting answers have been defended. The skeptics hold that immoral promises are generally invalid, or don't ground any promissory obligations (see e.g. Shiffrin 2011). And they seem to get something right. Uma can't put herself under an obligation to murder, just by giving Theo her diabolical word. Optimists, on the other hand, hold that immoral promises are as valid as moral ones (see e.g. Owens 2016 or Gilbert 2018). And they equally seem to get something right. Uma's word isn't simply hot air. Theo has acquired some claims on her. Suppose she genuinely wanted to help with his job hunt, and they were both convinced that for the sake of a friend one may literally kill. When they realize that that's false, Theo can arguably ask Uma to support his application in some other manner—e.g. by proofreading his cover letter. Her promise still effects *some* normative change.

When combined with a natural assumption, our account can explain these facts. Consider the skeptical insight. On the Razian conception, that ϕ -ing would be morally wrong means that various reasons to ϕ are excluded from deliberation and action. Plausibly—and that's the assumption we're now adding to our account—these reasons are also excluded from the mechanics of promising. If a reason to ϕ is excluded by an obligation not to ϕ , then as a reason for the promisor *specifically* to ϕ , it cannot be strengthened and protected by a promise. You can only strengthen and protect a reason for an action if it may still feature in your deliberation and action. That's why Uma doesn't acquire an obligation to murder. The fact that killing would help Theo is excluded by her obligation not to kill. So she can't resuscitate this reason through a promise. Her reason to kill is a bit like Grace's reason not to fiddle, once Harper turned totally deaf. There is no such reason—at least, in Uma's case, not as the mechanics of promising goes. In this respect the skeptics are right.

However, that's only part of the truth. Take the optimists' insight. The driving normative force behind a promise is its point, rather than the action explicitly promised. If that action is unavailable, but the point favors others, your promise grounds second-best obligations about those. Thus even impossible promises can be binding. If the point was to capture French power, your promise to photograph 'the present king of France' might mean you're obliged to take a picture of the president. Similarly, the point of Uma's promise was to help Theo's job hunt. That isn't a viable reason to murder. But it's a legitimate, non-excluded reason to proofread his application. So her promise binds her to proofread, or do something else to help Theo find a job. Her reason to proofread is a bit like Nathan's reason not to smoke a second package of cigarettes. Proofreading isn't what Uma explicitly promised, and may not be what helps Theo most. But it's what in light of the constraint against killing the point of her promise may bind her to do. In this respect the optimists are right.

Note, however, that this holds true only for promises with a morally legitimate point—such as helping people find jobs. If the very point of your promise is immoral, it won't ground *any* obligations, as all actions it favors are barred. Take promises whose point is to bootstrap someone out of a duty. Suppose Rachel and Ted own a car. They know Josh will ask for it on Friday, and that they'll then be obliged to lend it to him if they can: they've been borrowing

his car for years and will have to repay the favor. Yet they don't want to be so obliged. Thus Ted promises Rachel to bring their car to the mechanic on Wednesday, so that on Friday it won't be available. If it's clear from their conversation that the relevant reason for Ted to drive to the mechanic was just to help Rachel avoid her obligation to Josh—not, say, to help her repair their brand-new vehicle—then this doesn't ground any promissory obligation. If by Wednesday Ted understands his promise was immoral and breaks it, he isn't obliged to go to the mechanic on Thursday, or do anything else to help Rachel avoid her obligation to Josh. Helping someone bootstrap out of a duty (arguably) isn't a legitimate reason to do anything. So normatively, *this* promise was simply hot air.

The mechanics of promising thus helps unveil the middling ground between skeptics and optimists. Both capture an aspect of the normativity of immoral promises. But only the point of promises lets us see the full range. It also explains a number of further facts, related to immoral promises. Consider conflicting promises. Suppose Ottoline promised her bicycle first to Bertrand and then to Ludwig, and has equal reasons to give it to either. Intuitively the first promise trumps, and she ought to give her bicycle to Bertrand. Our account explains this. Having promised her bicycle to Bertrand, her reason to bestow it on Ludwig is barred. She can't reanimate it with a promise. Yet (as emphasized e.g. by Shiffrin 2011, 163) that second promise isn't totally vain. If there are second-best actions in light of her promise's point, she'll be bound to do those. So she might be obliged to offer Ludwig her unicycle, if that's the best she can do. In short, we can treat conflicting promises as on a par with 'wicked' ones—with promises to do something 'intrinsically wrong', such as killing, humiliating, or robbing. That's a virtue. The difference between an 'intrinsically wrong' action and one that's wrong only in light of its context is notoriously hard to spell out (see Owens 2016). And as the case of Ted and Rachel shows, promises to do something 'intrinsically harmless' (such as bringing one's car to the mechanic) aren't generally valid either. Importantly, the account also explains why it isn't *always* prior promises that trump. Suppose Xiao promised to meet Wilfred for a coffee, but then is invited to a once-in-a-lifetime tea at that time with the Queen. Plausibly, she may validly promise her presence to Her Majesty. Her obligation to Wilfred excludes some, but not all reasons not to have coffee with him. Having given her word to him, she mustn't reconsider the advantages of a solitary wine at that time. But she may reconsider the delights of a tea with the Queen. So she can turn those reasons into an obligation.

5 Pointless promises

Immoral promises are cases where A has an independent c/B -reason to ϕ , and yet can't acquire a promissory obligation to ϕ . Some people think there's an opposite class of cases: cases where A *lacks* an independent c/B -reason to ϕ , and yet *can* still acquire a promissory obligation to ϕ . Suppose Yuri says to Zora: 'I promise you I'll count the blades of grass in my garden!' And suppose, as they

both know, there's no reason whatsoever to do that. Some people think Yuri would still acquire an obligation to crawl about in the meadow. In the phrase of David Owens (2012), his failing to count the grass would be a 'bare wronging' vis-à-vis Zora. It would wrong her, even though there's no independent reason for Yuri to count grass. If that's true, our account is wrong. We can create promissory obligations *ex nihilo*. But one person's modus ponens is another's modus tollens. We think our account provides an argument against the existence of promissory bare wrongings. We note three considerations.

First, even believers in bare wrongings will have to explain the data in section 1. And the best route to doing so seems to involve, in one form or another, the idea that standard promises have a point. Yet there doesn't seem to be an account that explains this data as well as the one we've suggested, and is compatible with the existence of bare wrongings. We've suggested that a promise functions as an intensifier for some prior reason. On this view there are no bare wrongings. We've indicated that there's an additive view on which a promise *adds* a new reason, but *A*'s *c/B*-reason to ϕ acts as a kind of normative funnel, determining what this new promissory reason is a reason *for*. On this view too there are no bare wrongings. If *A*'s *c/B*-reason to ϕ speaks for no action, or there is no such reason, then the extra promise-dependent reason won't speak for any action either, or there'll be no such reason. So defenders of bare wrongings would have to adopt a different picture. The only shape we can see it taking is that of a simpler additive view. On this account, a promise to ϕ grounds an extra promise-dependent reason (or pro tanto obligation) to ϕ . But the *c/B*-reason *doesn't* act as a funnel to determine what this new reason is a reason for. Instead, if there is a *c/B*-reason at all, it just adds weight to the extra promise-dependent reason.

However, this account still needs a story of the content of primary promissory obligations. And it needs a story of secondary obligations. Yet it's unclear whether it can provide one, if it doesn't let the point of the promise determine those obligations, as our view (or the more nuanced additive funnel-view) does. And even if it can, the view will inherit the problems of the funnel-view. At least once it incorporates solemnity as a factor, such an account will be more complex than ours. It won't capture the phenomenology as well. And it will be unable to account for the strength of promissory obligations—i.e., the very unequal normative changes that promises intuitively effect. For these reasons, our account seems other things equal preferable.

But are other things equal? Aren't there, intuitively, valid pointless promises? One might think so. Indeed, one might think that many standard, everyday promises are pointless but still binding. But—and this is our second consideration—on closer inspection this just seems false. Consider some candidate cases. A natural contender for standard bare wrongings are promises that once had a point but lost it due to a change in circumstances. Take Leo's promise to give his Beagle to Karen. And suppose in the meantime she not only lost interest in ships, but also in firewood, and wouldn't know anything to do with that ship but to let it gather dust on some shelf in her attic. So now there's no reason at all for Leo to hand Karen his treasured bricolage. Intuitively, Karen

then simply cannot demand of him to do so. If out of sheer caprice she insists on her claim, Leo may plainly ignore this. And something similar seems true for all once-pointful promises that lost their grounding reason. They're null now.

As a second class of candidate cases, one might suggest we often make valid promises that are never meant to have a point to begin with: silly, or non-altruistic, or purely coordinatory promises, say. But such promises seem to have a point in our sense. Note first that you have *some* reasons to do quite pointless things for others. If your acquaintances find something positive about it, you can still promise them to take a picture of yourself in front of Taj Mahal, or stand on one leg for as long as you can, or bring them holy water from Lourdes. You'll generally have *some* point even for rather frivolous pledges, or pledges you yourself think are silly.²⁰ Also, your reason needn't be that ϕ -ing would cause a direct non-normative benefit to the promisee. It can take many forms. Perhaps the promisee only has an interest in your being in the *normative* position grounded in ϕ -ing. That might be so with certain self-interested agreements. Suppose Quentin and Phoebe want to lead healthier lives, and promise each other to exercise three times a week. Quentin's own health might not directly benefit Phoebe. But she might want someone vis-à-vis whom to feel bad for not doing workouts. And thus Quentin will have a reason to exercise for her sake, to be able to look down on her if she doesn't. Even promises that don't directly non-normatively benefit can be pointful. Finally, perhaps there's no *more* reason for you to ϕ than to do many alternative actions. Suppose Grace's fiddling on Mondays or Tuesdays is equally inconvenient for Harper, but he wants her to commit to one day, to arrange himself in advance. The fact that she has no reason to practice on Mondays *rather* than Tuesdays for his sake doesn't inhibit her promise. She has a reason to practice only on Mondays—that he may enjoy his Tuesdays—and can use this for a promise.²¹ In short, reasons come cheap, and frequently, and in all sorts of forms, and these standard promises are all pointful.²²

²⁰A clarification about the final example. Suppose Rose promises to bring Sam some Lourdes water from her trip to France. The point of her promise might just be that Sam *desires* such water. Indeed, she might tell him explicitly that she regards this desire as superstitious. ('I think this is totally silly, Sam, but since you want it, I promise to bring you a bottleful.') Since other people's harmless desires themselves give us reasons, this will ground a binding promise. But the point might also be the alleged fact that Lourdes water has medical properties. Whether or not Rose believes in it (see the next paragraph in the main text), she might explicitly make this the point. ('Lourdes water will alleviate your back pain, Sam, so I promise to bring you a bottleful.') If Sam has sufficient background evidence—if he grew up in a deeply religious environment, knows some anecdotes from Lourdes, knows of the Church's official recognition of the holy place, etc.—then given our low standard of 'reasonableness' and the narrow scope of the pertinent evidence (see fn. 13), we presume it needn't be unreasonable for him to believe in these properties. So in some cases even this promise might bind Rose. We thank two anonymous reviewers for *Ethics* for prompting us to clarify this.

²¹We thank [redacted] for this example.

²²There are other interesting classes of promises that are 'pointless' in our sense. Consider promises where you don't *communicate* any point. Suppose Yasmin rings up a former colleague, and tells them 'I can't tell you why, but I promise you I'll bake a carrot cake tonight'. Our account implies that such promises can't ground any determinate obligations. And that seems intuitively plausible. Similarly, consider (allegedly) unconditional promises, that bind

A final candidate for bare wrongings are insincere promises that the promisor represented as pointful, but always knew to be pointless. Take Alice's promise to meet Brandon at eight, with the implicit point to go drinking. Now suppose there's a curfew at 8.01pm, Alice knew this, and made her promise insincerely to tease Brandon. Does she still have a promissory obligation to be there at 8.00pm? Again, it seems that she doesn't. She made him think that she'll be there. So she'll have to inform him about the curfew, and about her not showing up. She also arguably wronged him by deliberately misleading him, and may thus have duties of reparations. But if he insists that she promised, and that he wants her to be there at eight even just to go home the next moment, Alice may safely ignore this. Insofar as it's pointless to come, she needn't. In short, on close inspection, our standard everyday promises all seem to (pretend to) have a point, and to be null if that point vanishes or never existed.

Now this doesn't prove our case. Perhaps we standardly promise for independent reasons just because we rarely do anything without reasons. But our account says valid promises cannot possibly be pointless. So could we not at least imagine a valid pointless promise, or simply produce one to prove their existence? Consider a 'promise' to do something you don't even *represent* as having a point. Suppose to prove the existence of bare wrongings, Yuri openly admitted grass-counting as pointless, but said 'I promise to count it!'. That might be non-standard. But could he not bind himself nonetheless?

Our account suggests he cannot. In fact—and this is our third consideration—our account implies (or suggests²³) he cannot even succeed in producing a *promise*. Plausibly, the norm that you must only promise someone to ϕ if you have an independent reason to ϕ for their sake is (part of) the *constitutive norm* of promising. This doesn't mean you can't promise without actually having such a reason. You can. But you can't promise without *representing* yourself as having one. To illustrate, consider assertion. And suppose the constitutive norm of assertion is knowledge: you must only assert what you know (see e.g. Williamson 2000, ch. 11). Then you can still assert things you don't know. You can do so if you falsely take yourself to know it, or if you know you don't know it but lie. In the first case you'll use the speech act of assertion *bona fide*, in the second you'll use it *mala fide*, misuse it, or 'cheat' (Williamson 2000, 246). But you can't assert something without at least representing yourself as knowing

you come what may. Our account implies there are no such promises, as all promises are conditional on their point. And again, that seems plausible. Consider a marriage vow. Melody might say emphatically she'll never have another romantic partner, '*no matter what*'. But she won't be able to bind herself unconditionally. The (implicit) point of her promise might be a relationship of trust to her wife. But then if her wife made that utterly impossible through numerous extramarital affairs, she'll simply no longer be bound—whether she wants it or not. Or the (implicit) point of her promise might be to help her wife please God, whose laws seem to dictate monogamy. But then if the heavens open up, and God tells her unmistakably that she misinterpreted that law, and that it's polyamory that accords with His will, again she'll no longer be bound.

²³This isn't a *logical* implication of what we've said in section 2. In principle, one could think promises need a point to be *normatively* effective, but that you needn't represent your word as having a point in order to even *make* a promise. But the following is a very natural extension of our proposal.

it. If you say ‘I don’t know it will snow, but I *guess*’, you have not asserted that it will snow. You’ve conjectured. Something parallel is true for promises. You can promise to do something for which you actually have no reason. You might mistakenly believe that you have one. Or you might know you don’t have one, but cheat—use the speech act of promising *mala fide*. But you can’t promise without at least *representing* yourself as having such a reason. And this seems phenomenologically accurate. Intuitively, if Yuri admits the total futility of grass counting, it’s not just that he won’t have a promissory obligation. He will not even actually have made a real promise. His avouchment will be an undefined speech act, at best a sort of mock promise, or preposterously failed promise-attempt.

Defenders of bare wrongings will have a hard time explaining this. If you *can* have a promissory obligation to do something pointless, why should you have to represent your promise as pointful in order to make a promise in the first place? On views that allow for promissory bare wrongings, such a constitutive norm seems *ad hoc*. In sum, we yet have to see an account of the mechanics of promising that implies bare wrongings, and explains our initial data. In any case, on closer inspection, standard cases of promises all seem conditional on a point—be it silly, non-altruistic, or coordinatory promises, or once-pointful or insincere ones. And finally, nonstandard cases of openly pointless ‘promises’ seem to function precisely as our account predicts: they don’t even amount to real promises.

6 Conclusion: meta-theories of promising

We’ve presented an account of the mechanics of promising. By promising to ϕ , A communicates a promise-independent reason to ϕ for B ’s sake. If this reason isn’t excluded, her promise strengthens and protects it. The strength and content of A ’s promissory obligations track this reason. And this is (part of) the constitutive norm of the speech act. So A can only make a promise if she represents herself as having such a reason.

In conclusion, let’s situate this proposal in the debate about why we have promissory obligations in the first place. Our account is compatible with all three dominant meta-frameworks of promising. But it implies constraints on the forms that these theories must take. Start with normative power views. On these views, we can have promissory obligations simply because we have the normative power to put ourselves under the relevant duties. The most prominent champion of such a view is David Owens (2012). As indicated, Owens believes we have the power to create obligations *ex nihilo*. On our account, we can’t be quite so powerful. But we might have a different, weaker power that grounds our promissory obligations. We might have the power to strengthen and protect pre-existing reasons to do something for someone. Owens believes that we have this power in virtue of our ‘normative interest’ in being able to determine whether others ought to do something. He thinks B can have an interest in determining whether A ought to ϕ even if A has no independent reason to ϕ for B . On

our account, this view about the grounds of our power can't be adequate. But we might have a normative interest in determining whether others ought to do something, *given* they have independent reasons to do it for our sakes. Even independently of its first-order implications, this is arguably just as plausible. So the best normative powers account, we suggest, must portray a humbler picture of our potency.

Consider expectation views. On these views, promissory obligations derive from our general obligations not to falsely raise other people's expectations that we'll ϕ . The most prominent expectationalist is Tim Scanlon (1998). He thinks promissory obligations are grounded in

Principle F: If (1) A voluntarily and intentionally leads B to expect that A will do x (unless B consents to A 's not doing 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. (1998, 304)

Scanlon doesn't elaborate on what 'doing x ' amounts to, or in what ways x is conditional. But his account provides a point of contact with our story. Scanlon presupposes that B wants to be assured of A 's doing x . Perhaps B can only have this desire (or this desire can only be reasonable in the relevant way) if A has some independent reason to do x for B 's sake. And perhaps this reason functions as a condition for A 's doing x , in the way we have claimed. So it isn't simply that A raises B 's expectations that she'll do something. She raises B 's expectation that she'll do it, given that she has certain reasons to do it for B 's sake. In light of our account, the best Scanlonian expectation view will say these expectations depend on a point.

Finally, take conventionalist views. On these views, promising is essentially a human convention, and our promissory obligations are grounded in its value. A prominent conventionalist is John Rawls (1971, 344ff.). Rawls thinks in making and then breaking a promise you commit a form of unfairness. You benefit from an institution without doing your share to keep it up. Rawls says little about the shape of the institution of promising. And that's where our account can come in. Not any normative institution is valuable. If by promising B to ϕ , A bound herself to ϕ -ing, come what may, with constant strength, and independently of her other reasons, that would be a stiff and inflexible practice. It couldn't play a valuable role in the complex and volatile situations of life. A convention as we've pictured it, point- and thus context-sensitive, seems especially valuable. Thus a plausible conventionalist view will adopt a point-sensitive account of our institution.

Even besides these connections to meta-theories, our proposal raises questions for research. Most importantly, our idea might apply to other normative

powers or speech acts besides promising—such as requests or commands. Perhaps these practices are also regulated by a point. Perhaps *A* can only effectively request or command *B* to ϕ if *B* has an independent reason to ϕ , or to ϕ for *A*'s sake.²⁴ And perhaps the content and strength of the normative import of these speech acts depends on that reason. We think these are promising points for further research. But we can't discuss every promising point. Our focus was the point of promising.

References

- Anscombe, G. (1981). *Ethics, Religion and Politics*. Blackwell, Oxford.
- Broome, J. (1997). Is incommensurability vagueness? In Chang, R., editor, *Incommensurability, Incomparability and Practical Reason*. Harvard University Press, Cambridge, MA.
- Brown, J. (2020). Epistemically blameworthy belief. *Philosophical Studies*, 177(12):3595–3614.
- Carston, R. (2002). *Thoughts and Utterances: The Pragmatics of Explicit Communication*. Blackwell, Oxford.
- Chwang, E. (2011). On coerced promises. In Sheinman, H., editor, *Promises and Agreements: Philosophical Essays*, pages 156–182. Oxford University Press, Oxford.
- Dancy, J. (2004). *Ethics Without Principles*. Oxford University Press.
- Darwall, S. (2006). *The Second-Person Standpoint: Morality, Respect, and Accountability*. Harvard University Press, Cambridge, MA.
- Darwall, S. (2011). Demystifying promises. In Sheinman, H., editor, *Promises and Agreements: Philosophical Essays*, pages 255–277. Oxford University Press, Oxford.
- FitzPatrick, W. J. (2008). Moral responsibility and normative ignorance: Answering a new skeptical challenge. *Ethics*, 118(4):589–613.
- Foot, P. (2001). *Natural Goodness*. Oxford University Press.
- Fox, P. (2019). Revisiting the argument from action guidance. *Journal of Ethics and Social Philosophy*, 15(3):222–254.
- Gardner, J. (2011). What is tort law for? part 1: The place of corrective justice. *Law and Philosophy*, 30(1):1–50.
- Gauthier, D. (1999). *Morals by Agreement*. Clarendon Press, Oxford.

²⁴For an idea along these lines, concerning requests, see Gläser (2019).

- Gilbert, M. (2018). *Rights and Demands: A Foundational Inquiry*. Oxford University Press, Oxford.
- Gläser, M. (2019). The normative structure of request. In Timmons, M., editor, *Oxford Studies in Normative Ethics*, volume 9, pages 29–49. Oxford University Press, Oxford.
- Grotius, H. (2005). *The Rights of War and Peace*. Liberty Fund, Indianapolis.
- Hume, D. ([1967] 1739). *A Treatise on Human Nature*. Clarendon Press, Oxford.
- Jollimore, T. (2011). *Love's Vision*. Princeton University Press.
- Keller, S. (2013). *Partiality*. Princeton University Press.
- Kiesewetter, B. (2017). *The Normativity of Rationality*. Oxford: Oxford University Press.
- Lazar, S. (2016). The justification of associative duties. *Journal of Moral Philosophy*, 13(1):28–55.
- Lord, E. (2016). Justifying partiality. *Ethical Theory and Moral Practice*, 19(3):569–590.
- Mason, E. (2005). We make no promises. *Philosophical Studies*, 123(1-2):33–46.
- Owens, D. (2006). A simple theory of promising. *Philosophical Review*, 115(1):51–77.
- Owens, D. (2007). Duress, deception, and the validity of a promise. *Mind*, 116(462):293–315.
- Owens, D. (2012). *Shaping the Normative Landscape*. Oxford University Press.
- Owens, D. (2016). Promises and conflicting obligations. *Journal of Ethics and Social Philosophy*, 11(1):93–108.
- Parfit, D. (2011). *On What Matters*. Oxford University Press, Oxford.
- Rabinowicz, W. (2012). Value relations revisited. *Economics and Philosophy*, 28(2):133–164.
- Rawls, J. (1999 [1971]). *A Theory of Justice*. Belknap Press, Cambridge, MA.
- Raz, J. (1977). Promises and obligations. In Hacker, P. and Raz, J., editors, *Law, Morality and Society: Essays in Honor of H.L.A. Hart*, pages 210–228. Clarendon Press, Oxford.
- Raz, J. (1979). *The Authority of Law: Essays on Law and Morality*. Oxford University Press.
- Raz, J. (1986). *The Morality of Freedom*. Clarendon, Oxford.

- Raz, J. (1997). Incommensurability and agency. In Chang, R., editor, *Incommensurability, Incomparability and Practical Reason*. Harvard University Press, Cambridge, MA.
- Raz, J. (1999). *Practical Reason and Norms*. Oxford University Press.
- Raz, J. (2004). Personal practical conflicts. In Baumann, P. and Betzler, M., editors, *Practical Conflicts: New Philosophical Essays*, pages 172–196. Cambridge University Press, Cambridge.
- Ripstein, A. (2016). *Private Wrongs*. Harvard University Press, Cambridge, MA.
- Ross, W. D. (1939). *Foundations of Ethics*. Oxford University Press, Oxford.
- Scanlon, T. M. (1998). *What We Owe to Each Other*. Harvard University Press, Cambridge, MA.
- Shiffrin, S. (2008). Promising, intimate relationships and conventionalism. *Philosophical Review*, 177(4):481–524.
- Shiffrin, S. (2011). Immoral, conflicting and redundant promises. In R. Jay Wallace, R. K. and Freeman, S., editors, *Reasons and Recognition: Essays on the Philosophy of T. M. Scanlon*, pages 155–178. Oxford University Press, New York.
- Stocker, M. (1970). Intentions and act evaluations. *Journal of Philosophy*, 67(17):589–602.
- Thomson, J. J. (1990). *The Realm of Rights*. Harvard University Press, Cambridge, MA.
- Wallace, R. J. (2019). *The Moral Nexus*. Princeton University Press.
- Watson, G. (2004). Asserting and promising. *Philosophical Studies*, 117:57–77.
- Williamson, T. (2000). *Knowledge and Its Limits*. Oxford University Press, Oxford.
- Zimmerman, M. J. (2008). *Living with Uncertainty*. Cambridge University Press, Cambridge.
- Zimmerman, M. J. (2014). *Ignorance and Moral Obligation*. Oxford University Press.