

A Simple Theory of Promising

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

I shall argue that promising exists because, at least when it comes to each other's actions, human beings often have what might be called an *authority interest*: I often want it to be the case that I, rather than you, have the authority to determine what *you* do.² If you promise me a lift

1. I shall consider the views of two information-interest theorists—Tim Scanlon and David Hume—in the course of this article. Others include Henry Sidgwick (1981 [1874], 442–44), Elizabeth Anscombe (1981, 18–19), John Rawls (1981, 345), Charles Fried (1981, 16), and Philippa Foot (2001, 45). As can be seen from Scanlon's inclusion on this list, the distinction between information-interest theories and authority-interest theories cuts across the more familiar distinction between practice theorists (those who believe that promissory obligations arise only when there is a social practice of fulfilling them) and their opponents (those who believe that our obligation to keep promises does not depend on the existence of such a practice).

2. I have yet to find a clear statement of the authority-interest theory. Grotius, Pufendorf, and Locke all treat promising as involving a transfer of a moral power similar to that involved in transfers of property. Kant endorses this view in the *Metaphysics*

home, this promise gives me the right to require you to drive me home; in that sense, it puts me in authority over you. So much is obvious. What I claim is that human beings often want such authority for its own sake (not just to facilitate prediction or coordination). I often have an interest in having the right to determine whether you'll give me a lift, over and above any interest I have in knowing what you (or we) will actually do. And I claim that promising exists because it serves this authority interest.

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

I don't doubt that many of the ethical norms governing human speech are adequately explained by our interest in having certain sorts of information.⁴ For example, one person can influence the beliefs of another by offering them testimony on a matter of mutual concern. Because the interests of others may be harmed by their having false beliefs about such matters, we are obliged to do what we can to pre-

of Morals. But so far as I know, none of them tell us exactly why human beings make such transfers.

3. There are different motives for engaging in this project. For some, the very notion of an obligation threatens to be unintelligible unless we can explain why respecting obligations is good for human beings. That seems to be Hume's and Anscombe's view. For others, obligations cannot be a source of reasons (and so respectable motives) for action unless respect for them connects with what is good for human beings. That seems to be the view of Foot and of Scanlon. I discuss Scanlon below and Foot in Owens 2005.

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

vent this harm. It is no mystery that morality concerns itself with such harms and their prevention, and a theory that grounded promissory obligation on this information interest would render promising equally unmysterious.

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

Promising and Testifying

There are at least two ways in which I can inform someone that I am going to do something. Typically, I tell someone what I am going to do by communicating an intention to do it, but I can also convey this information by predicting that I will do it. So I can furnish you with information about whether I shall give you a lift either by communicating an intention or by making a prediction. But furnishing you with this information and committing myself to act are two quite different things. For example, if I merely predict that I shall give you a lift home, though I may have undertaken certain other obligations, I have not committed myself to giving you a lift home. I have not promised. This is the first thing we need to explain. The second is the role played by choice in promissory obligation.

It is hard to say exactly when a speech act constitutes a promise. Clearly use of an idiom like "I promise" or "Trust me" is often sufficient but, equally clearly, it is not always necessary. I may commit myself to giving you a lift simply by uttering "I will take you home" in the right

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

situation. But at least this much is true: I am not promising to take you home unless, in saying what I say, I mean to communicate an intention to undertake an obligation to take you home. One who undertakes a promissory obligation must do so by deliberately communicating the intention of undertaking an obligation.⁶ As a result, though one can inadvertently communicate an intention or a prediction, one can't inadvertently promise.

There is a further difference between promissory and testimonial obligations. Promissory obligations are optional in that it is possible for the speaker to ensure that whatever else they may be doing, they are not promising simply by adding certain words. For example, I can make it the case that in communicating an intention, I undertake no obligation to execute it by adding "but I'm not promising" or some such phrase. No such thing is true of the obligations surrounding the giving of testimony. I shall spend the rest of this section enlarging on and illustrating these points.

Prediction

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

6. Raz 1977, 218. Many authors maintain that we cannot take on a promissory obligation unintentionally, that promissory obligations fall only on those who mean to take them on. This is not quite true. Someone may promise, that is, communicate the intention of undertaking an obligation, in the hope that their promise will turn out to be invalid. If their hope is disappointed, they have bound themselves unintentionally. Nevertheless, they promised only because they chose to communicate the intention of undertaking this obligation (however insincerely). This is enough to distinguish promissory obligations from the obligations surrounding the transmission of information about your future behavior.

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

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

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

These testimonial obligations are chosen in the sense that it is up to me whether I raise expectations by making assertions. Yet they are not chosen in any other way. By freely making assertions and thereby raising expectations, I have taken on these obligations whether I intended to or not. Suppose the audience I am addressing is openly incredulous and I make some fairly wild assertions, confident that they will not be believed.

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

But I should have realized that my words would be overheard by more credulous people who would rely on them. Here I did not intend to put myself in a position where my careless assertions would wrong these people, but that is what I have done.⁸

Given that assertors need not communicate the intention of undertaking these testimonial obligations in order to incur them by influencing the expectations of others, it is no surprise to discover that they can't choose to opt out of them simply by indicating that they wish to opt out. The only way to evade these responsibilities is to retract or modify the original assertion in a way that lessens its likely impact on the beliefs of others. Adding "but don't take my word for it" to the statement "I'll be at the demonstration" will produce only puzzlement unless it is understood as a (partial?) retraction of the original testimony.⁹

Intention

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

So long as I am simply communicating my present intentions, the relevant moral principles are the very ones that govern assertion.¹⁰ But

8. Had these people overheard a promise of mine and mistakenly thought it was intended for them, that would not put me under a *promissory* obligation to them, however foreseeable their misapprehension, because I did not mean to communicate the intention of undertaking any obligation to them.

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

10. As I use these terms, one can *communicate* an intention without *expressing* that intention, for example, by intentionally indicating that you have the intention. And one can *express* an intention without *communicating* it, for example, by recording it in one's secret diary. For more on expression and indication, see Owens forthcoming.

in communicating an intention, I can go further. Sometimes, in communicating an intention to attend the demonstration, I thereby commit myself to attending; I put myself under an obligation that cannot be discharged by a timely warning and that cannot be avoided just by pointing out that my original intention was both reasonable and sincere. Where I merely predict that I shall attend, I am not obliged to ensure that this prediction turns out to be true; should tomorrow's newspaper quite unexpectedly convince me the war is right, I have no duty to go on the march.¹¹ Whilst obligation goes all the way to the promised act, it falls short of the predicted fact. But if I communicate an intention to attend, things *may* be different.

This should strike the information-interest theorist as rather surprising.¹² True, potential promisees have an interest in not being wrong about how promisors are going to behave, but why can't this interest be served by a prediction as well as by a promise? And if this interest is as much at stake in the one case as in the other, why isn't the moral situation the same? The information-interest theorist might at this point appeal to the interest that speakers have in not being obliged to make their assertions true: such an onerous obligation would simply discourage the provision of useful information and so be bad for everyone. This would indeed explain why we don't have it as a rule that if one tells someone else that *p*, one is obliged to do what one can to ensure that this prediction turns out to be true. But it hardly accounts for the fact that I can commit myself to attending the demonstration by communicating an intention to attend but not by predicting that I will. After all, in predicting that you'll be at the demonstration because you are going to decide to attend the demonstration, you are representing the matter as being as much under your control as you are when you announce a decision to attend the demonstration. So why should it be any more of a burden to make this prediction true than to carry out a corresponding decision?

The information-interest theorist might reply that in predicting a decision to attend, I'm leaving it open whether I shall actually attend,

11. As Sidgwick (1981 [1874], 304) remarks, "We are not bound to make our actions correspond with our assertions generally, but only with our promises." For Anscombe (1981, 100), "It's not the *prediction* by itself that it's an offence not to make come true." Atiyah (1981, 105 and 163–64) argues that the law also distinguishes between deception and breach of promise.

12. It directly undermines the view of those who try to derive promissory obligation from a general duty of veracity, for example, Price (1948 [1787], 155–57) and Warnock (1971, 101–11).

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

A prediction may give *more* security than a declaration of intention. Consider a case where I make a prediction about my own behavior without representing this behavior as being under my control. We have both been invited to a certain party tomorrow. You will enjoy the party very much provided I am not there, and you come to me for an assurance that I will not attend. I give you this assurance not by declaring an intention to stay away but rather by telling you that though I’d love to go to the party, unfortunately my doctor has announced that I’ll be in bed for the next forty-eight hours with the side effects of the vaccine I have just been given. You are relieved to learn that I shall be barred from attending not by my fickle intentions but by hard medical fact. Still, should the doctor’s information turn out to be incorrect, I would not be obliged to stay away from the party (though I might be obliged to give you some kind of warning of my presence). Yet had I given you the assurance you wanted by expressing the intention to stay away, I might well be under an obligation not to attend.¹³

13. In this case, I represent the matter as being beyond my control, but one often makes a prediction about one’s own behavior that leaves it open whether the matter in question is under one’s control. For instance, I may assure you that your friend Jones will pass his driving test on the basis of a piece of information I don’t feel able to divulge (for instance, that he has bribed the examiner). Here you can make any assumption you like about whether I have any influence over the matter. Suppose the information turns out to be misleading. If I discover before the exam but after speaking to you that the bribe was not paid, I am under no obligation to make it true that Jones will pass by offering him free driving lessons (or paying the bribe myself), however inconvenienced you’ll be by this unexpected failure. Provided I was originally entitled to rely on this information, warning you is enough. But if I announced the intention to make him pass, the matter may be quite otherwise.

How is the information-interest theory to explain this? Again it is quite unclear why your interest in the fulfillment of my assurance should be affected by whether it took the form of a prediction or of an expression of intention. And it is equally unclear why my interest in not being committed to staying away from the party because I voluntarily announced that I would be unable to attend should be any greater than my interest in not being so constrained because I voluntarily announced that I had decided not to attend. The information-interest theorist can explain why a firmer expression of intention or a more confident prediction should increase the responsibilities of the speaker toward their audience, where this responsibility takes the form of having adequate grounds for the assertion in question: the more confidence you induce in your audience, the more evidence you must have for its truth. What the information-interest theorist can't explain is why an expression of intention should sometimes generate a specific, underived obligation to perform.¹⁴

Promise and Choice

In the cases just considered, I can take on an obligation to perform by communicating an intention but not by making a prediction. This is the first of those points that the information-interest theory finds hard to explain. The second is that promissory obligations lie only on those who deliberately communicate the intention of taking them on. Of course, a promise can be valid though the promisor has no intention of performing. But such promises are valid precisely because the promisor deliberately presents himself as taking on an obligation to perform without actually intending to discharge that obligation (Hume 1978 [1740], 523).

Patrick Atiyah (1981, 146–48) disagrees, maintaining that a promise is valid provided the promisor has behaved in a way that could reasonably be taken to indicate an intention to bind oneself.¹⁵ Since someone

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

15. Joseph Raz (1982, 931n25) says that, although such inadvertent promises may be legally enforceable "for reasons of facilitating proof and preventing abuse," the law here deviates from morality.

could inadvertently behave in such a way, Atiyah concludes that inadvertent promises could be valid. Let's consider an example. A and B are currently participating in a marriage ceremony, but A is under the false impression that his old flame B is kindly standing in for his true love C at a rehearsal and that the real marriage to C will take place the next day (Anscombe 1981, 11). Suppose there is no doubt that A was under this misapprehension. Is he now under at least a moral obligation to B that should prevent him from marrying C the next day? A has certainly behaved in a way that could reasonably be taken to express an intention to bind himself to B, yet surely A is not obliged to forgo marriage with C. This is especially obvious where there has been no negligence on A's part.

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

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

16. Suppose you already have an obligation to perform, perhaps because of a previous promise, perhaps because of some general nonpromissory obligation to cooperate. You can still say, "I can't promise to do it, though I shall try." Clearly the point of this phrase isn't to relieve you of any obligation to perform. It might instead be read as a warning that this obligation is no longer a factor in your deliberations, though the intention remains.

17. Michael Bratman (1999, 137–38) suggests that the function of 'but I'm not promising' in the phrase 'I'll give you a lift but I'm not promising' is to announce that my travel plans will not depend on whether you want me to give you a lift home. But

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

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

The Information-Interest Theory: Scanlon

Forms of the information-interest theory of promissory obligation can be found at least as far back as Hume. For Hume, promissory obligation was conventional: it depended on the existence of a social practice of making

when I say this, I do represent myself as having the conditional intention of giving you a lift if you want one: I am just declining to *promise* to carry out this conditional intention.

18. Isn't there such a thing as "giving one's word" that *p* which is not just an everyday case of conversational assertion? I think there are indeed such factual guarantees (known in English law as "warranties" [Atiyah 1981, 161–64]). Suppose I am selling you my house. In the course of the negotiations, I assure you that it does not suffer from subsidence. According to English law, if once the sale has been made the house then threatens to collapse, I am obliged to pay to prevent this or else to compensate you if it can't be prevented. If I want to reassure you during the negotiations without taking on this obligation, I must add "but please make your own inquiries."

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

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

and keeping promises, a practice that had evolved in order to facilitate the coordination of behavior (Hume 1978 [1740], 520–22).¹⁹ Recently, several philosophers have argued that promissory obligation is founded on a more general obligation not to harm people by inducing false expectations in them, an obligation that is as natural as any other and lies on us all whether or not there is any practice of fulfilling this obligation (Thomson 1990, chap. 12). In this section, I shall consider Tim Scanlon's influential development of this latter idea, but many of the points I make apply to other versions of the information-interest theory.

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

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

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

I'll start with Scanlon's account of those general duties not to mislead people. Scanlon sees these duties as striking a balance between the audience's interest in getting correct information and the speaker's interest in not taking on substantial burdens every time the speaker makes an assertion. For present purposes, I shall allow that the obligations not to deceive, to be reasonable, and to warn can be accommodated within this explanatory framework.²⁰ But Scanlon (*ibid.*, 295) thinks that those more onerous duties "regarding the expectations that we lead others to

19. Hume's theory is often taken as a paradigm of practice theories of promissory obligation. In this article, I pick a quarrel with practice theories only insofar as they ground the practice of promising purely on our information interests.

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

form about what we intend to do” will be amenable to a similar treatment, and here we begin to encounter some familiar difficulties.

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

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

As formulated, Principle F applies to any assurance about what the assurator “will do” and not just to assurances given by communicating an intention. So construed, Principle F is vulnerable to the examples involving prediction I considered in the last section.²¹ Yet Scanlon (*ibid.*, 322) later denies that there is any analogue of Principle F governing

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

assertion: “Insofar as there is an obligation to make what one has said be true, this is a consequence of a duty . . . to protect against loss, and this duty can be fulfilled by a timely warning.” I shall take this denial to cover predictions about one’s own future actions as well as assertions about other matters. Thus, I construe Principle F as an attempt to describe the conditions under which the communication of an intention to ϕ generates an obligation to ϕ .

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

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

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

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

Scanlon allows for this possibility. He (Scanlon 1998, 304) explains that it would be too burdensome if “we could never tell people what we intend to do without being bound to seek their permission before changing course.” Nevertheless “no one could reasonably object to a principle that, when these conditions are fulfilled, imposes a duty to provide a warning at the time of creating the expectation if one does not intend

22. I am grateful to Liam Murphy for drawing my attention to Fried’s example.

to be bound—to say “This is my present intention, but of course I may change my mind” (ibid.). But is it reasonable to require Fried’s vendor to give some sort of warning should the vendor not wish to be bound? Again, the crucial question is whether the vendor would otherwise have communicated the intention to undertake an obligation. Imposing the very considerable burden of performance on a vendor who communicated no intention of being bound just because the vendor forgot to issue an explicit warning does seem rather unfair. But the vendor’s audience may insist that, given what the vendor said and the conditions under which the vendor said it, the vendor was communicating the intention to be bound.

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

According to Scanlon (1998, 306), although communication of a bare intention can bind to performance, promissory obligation is a more specific phenomenon than the obligations generated by Principle F. There are various forms of words and gestures I can use when promising to show up, and what they all have in common, for Scanlon (ibid., 307), is that they “indicate to you that I believe and take seriously the fact that, once I have declared this intention under the circumstances, and have reason to believe that you are convinced by it, it would be wrong of me not to show up.” Scanlon’s idea is that what promising adds to the communication of an intention designed to convey an assurance and so on is an explicit acknowledgment by the promisor of the moral obligations the promisor is undertaking in communicating that intention. Such an acknowledgment strengthens the assurance that the promisor is

conveying and thereby reinforces the promisor's obligation to perform, all in accordance with Principle F.

Scanlon (*ibid.*, 308) describes this as "a kind of moral multiplier effect." Principle F, which has nothing particularly to do with promising, ensures that (in certain situations) we take on obligations to perform when we communicate an intention. By adding "Trust me" and so forth to our announcement, we both acknowledge the moral obligation generated by this communication *and* reinforce that very obligation for, in acknowledging the duty generated by Principle F, we strengthen the promisee's expectations and thereby increase our obligation to perform under Principle F (Scanlon 1998, 322).

Scanlon applies this apparatus to explain the workings of the promissory opt-out. He (*ibid.*, 404) observes that

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

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

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

to perform by reinforcing the promisee's expectation of performance. If this is right, the force of "I promise" can't be explained in the way Scanlon suggests.

The Authority-Interest Theory

For David Hume (1978 [1740], 519), "promises are human inventions founded on the necessities and interests of society." The necessity Hume (*ibid.*) has in mind is the need for cooperative behavior among people who "being naturally selfish, or endow'd only with a confined generosity . . . are not easily induc'd to perform any action for the interest of strangers, except with a view to some reciprocal advantage." The point of extracting a promise is to secure a real prospect of reciprocation, for Hume (*ibid.*, 520) thinks that we cannot depend upon each other's gratitude: "should I labour with you, upon my own account, in expectation of a return, I know I shou'd be disappointed." In Hume's view, a declaration of a mere intention to reciprocate will not usually be believed, hence the need for a social practice of adhering to promises.²³

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

If people are decent, promising becomes inessential to the coordination of behavior. But could it still play some role in reinforcing coordination? Suppose I first announce an intention to give you a lift home and thereby lead you to expect one. Then suppose it becomes inconve-

23. Hume (1978 [1740], 490) allows that it is sometimes possible to get cooperative activity between strangers going "without the interposition of a promise," as when two men row a boat together.

24. Essentially the same point is made by Raz (1977, 215–16).

nient for me to drive you home. As a decent person, I will take proper account of your interests, including your interest in not having your expectations disappointed, in deciding whether to abandon my intention. But I also may have the interests of third parties and your nonexpectation interests, as well as interests of my own, to consider. Might you want to ensure that I place rather more weight on fulfilling your expectations? You might indeed, but why should morality seek to satisfy you? By what magic could I oblige myself to give your expectation interest in having a lift home *more* weight than is appropriate?

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

Because he held that promising is needed to serve our information interests, Hume had to assume that potential promisors and promisees are liable to be less than decent in their dealings with one another. As Hume (1978 [1740], 521) puts it, promising plays no part in "the more generous and noble intercourse of friendship and good offices." Yet it is far from obvious that love does exclude promising. Why should the promise be thought to lose its significance the more altruistic we all become? As theorists of promissory obligation, we should try to manage without Hume's assumption of confined generosity.²⁵

25. I don't mean to concede that Hume's theory of promising would go through if only his assumption of confined generosity were correct. Hume still has to explain why sensible people would invent a device whose employment requires actual *performance* from the promisor rather than ensuring that the promisor give the sort of consideration to the expectations of the promisee that would be appropriate had the promisor merely predicted this performance. From the perspective of the information-interest theory, the stricter requirement strikes the balance between the needs of the promisor and those of the promisee in a rather odd way. Perhaps the rule that one should keep one's promises might seem clearer, and thus more useful, than a rule which said that

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

The Authority Interest

Suppose you are trying to get me to give you a lift home. I happily express the intention to give you a lift home, but I am reluctant to promise. Why so? It is not that I am dubious about whether it would be reasonable to execute this intention; it is just that I don't want to be *bound* to do this unless you release me; I don't want to be in your power in that way. Should some unforeseen situation arise, I want to be able to decide for myself whether to alter my plans. Knowing me as you do, you might decline to insist on a promise precisely in order to make yourself *more* confident that I will perform. You know how I hate to be bound. Had you extracted a promise from me rather than accepting my statement of intention with good grace, resentment might have overpowered my natural decency and led me to break the promise once some minor obstacle arose. By keeping my sense of autonomy intact, you make it more likely that I will surmount any unexpected difficulties and deliver a lift home.²⁶

There is nothing perverse about my psychology here. Suppose I know how much you enjoy occupying positions of authority. I disapprove though not because I think you make bad decisions or use your authority to further your interests at the expense of others; rather I simply despise your fondness for giving orders and laying down the law. By promising

one must take reasonable account of the expectations one has generated in others (once one has signaled one will do so?). But, in actual practice, the promising rule is festooned with tacit qualifications (legal excuses for nonperformance include mistake, frustration, impossibility, duress, deception) and is no less difficult to apply. Attempting to specify the class of promises we are obliged to keep is as tough as describing the class of expectations that decent people feel obliged not to disappoint.

26. Pufendorf (2003 [1673], 110–11) tells us that “great men” are reluctant to put their social inferiors in a position to *require* things of them by making them promises but are still happy to express benevolent intentions toward them and thereby place themselves under duties of *veracity*.

to give you a lift home, I would be granting you another little veto over somebody else's activities. Can't I think this a bad thing even if I don't expect the veto to be exercised unreasonably, even if I anticipate that the only circumstances in which I would change my mind are those in which you would also feel it right to release me from my promise? Is it silly to prefer to be in charge of my own life?

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

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

Just as my authority interest in my own actions is not an interest in actual self-control, so my authority interest in the actions of other people is not an interest in controlling their actions so as to facilitate coordination. A smoker is moved to insist that their choice should determine whether they smoke, regardless of whether the smoker thinks their choice actually will be the determining factor. Similarly, I may have an

interest in getting you to acknowledge my authority over your deeds even when I doubt that my decision will actually determine what you do. True, I want you to respect my authority, but you may do so while failing to follow through (for instance, if it turns out that the promised lift home is simply impossible). And I may value the authority you grant me even if I happen to know it is likely that you will fail to follow through.

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

Implications

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

A promise grants the promisee the right to require performance from the promisor; to use Kant's metaphor, in accepting my promise you "take possession of my choice" (Kant 1996 [1797], 57). According

27. I am not implying that a promise should never be broken. Breach of a (valid) promise always wrongs the promisee, nevertheless, it is sometimes right to breach a valid promise. For discussion of breach of promise, see Owens 2005, 383–87.

to the authority-interest theory, this is something that the paradigmatic promisee wants for its own sake. Now promisors would not be granting this authority over whether they performed if they reserved the right to change their mind and provide a warning (or compensation) instead. The promisor's obligation is to let the promisee decide, and the promisor discharges this obligation by leaving it up to the promisee to determine whether this promise must be fulfilled. Promises are often welcomed because the promisee wants a display of respect for their capacity to take decisions in a matter of importance to them, to decide for themselves whether they should walk home or not. In satisfying this need, promissory obligation must reach all the way to the act.

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

Promises are valid only if accepted (Hobbes 1991 [1651], 127–28; Kant 1996 [1797], 57–99; Fried 1981, 41–43). In accepting a promise, you are acquiring the right to require the promisor to perform. Most often people will value the trust implied by such a gift, and because a promise is normally regarded as a benefit, the promisee's silence is usually taken as consent. But the promisee may not wish to accept this benefit and the debt of gratitude that implicitly accompanies it; the promisee may insist that the promisor remain free to change his or her mind so as to avoid being under an obligation to reciprocate at some future point. And should the promisee so insist, the promise is invalid.

If this is right, promising is a mechanism by which one person actively assumes authority over another. There are many ways in which one person can find themselves in authority over another without the agreement or assent of either party. For example, when my harmful behavior entitles you to demand compensation from me, I have done something that gives you a bit of practical authority over me, whether or not you agree. Of course you can release me from this duty to compen-

28. Where the promisor has no authority to do the thing promised (for example, a promise to kill or maim), no grant can be made and the promise is nugatory (though the promisor may have nonpromissory obligations toward his or her audience).

sate, but this would be an exercise of your authority to determine what I must do. You can't avoid this decision by refusing to accept the right to make it; my action thrusts it upon you. Nor need I have decided to grant you this authority. I might harm you quite inadvertently and still owe you compensation.

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

The point that promising requires the promisee's acceptance is distinct from a further point: the promisee has the power of release (Hobbes 1991 [1651], 129). Having accepted the authority to order the promisor to perform, the promisee may release the promisor from the obligation. The promisee would hardly have taken control of the moral situation in accepting a promise if he or she were forced to require the promisor to perform. But releasing someone from a promise is different from refusing to accept it in the first place. Someone who accepts the promise of a lift and then releases the promisor may still feel a debt of gratitude to the promisor for entrusting the decision to them.

Have I put the cart before the horse by treating a promise as a moral power granted to the promisee rather than as a constraint that the promisor places on themselves and which the promisee may normally remove? This worry becomes pressing when we consider cases in which part of what the promisor does is promise that he or she will not

29. "A right against a person can never be acquired originally and on one's own initiative (for then it would not conform to the principle of the consistency of my choice with the freedom of everyone, and would therefore be wrong)" (Kant 1996 [1797], 57).

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

let the promisee release the promisor from their promise. Suppose our akratic smoker asks me, the only tobacconist in town, to promise not to sell him any more cigarettes, regardless of whether he subsequently attempts to release me from this promise. Might not this be a valid promise even though it grants the smoker no control over what I am obliged to do?³¹

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

Conclusion

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

First, we must distinguish between the function of a promise and things that may be necessary for a promise to discharge its function. There are various features that promises must have if they are to discharge the function of a promise. Perhaps promises must be formulated in a language sophisticated enough to communicate the intentions of the promisor. But though this feature may be essential to a promise, it is no part of the function of a promise but rather something that must be true of promises if they are to perform their function.

31. I am grateful to Jimmy Lenman for raising this objection.

A Simple Theory of Promising

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

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

My second point has been made already: that promises are frequently given in the service of other interests is perfectly consistent with the idea that the function of a promise is to serve our authority interests. Promising is a tool that can be used for many purposes. Neither I nor

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

the information-interest theorist is committed to the idea that there is some one reason why people go in for promising. Both theories should allow that a promise can be accepted for almost any reason (Raz 1977, 213–14).

For example, Scanlon (1998, 311–12) describes a case in which a mother promises her daughter that she will buy her a sewing machine. The daughter accepts her mother's promise purely in order to avoid giving offense. Since the daughter has no interest in having a sewing machine, it is hard to see why she should have any interest in being able to require that her mother provide her with a sewing machine, and so we can't explain why she accepts the promise by reference to some authority interest. On the other hand, Scanlon (*ibid.*, 312) imagines a profligate pal who promises to return a certain amount of money and whose promise Scanlon accepts even though he has no expectation that the loan will be repaid because he does not wish to humiliate his friend by treating his friend's promise as worthless. Here it can hardly be Scanlon's interest in knowing how his friend is going to behave that leads him to accept the promise.

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

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