

Promises

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When a writer wishes to give an example of something we are obliged to do, likely as not they cite something we have promised to do. Promising is a standard source of obligation (*see* DUTY AND OBLIGATION). Promissory obligation is also widely regarded as a peculiarly difficult or problematic form of obligation, as posing questions which other forms of obligation do not. We find ourselves obliged to do many things but promissory obligations are our own creation. Or so it seems. And the idea of a freely created obligation has puzzled many thinkers. When did this puzzlement begin?

Historical Background

Many of the central questions in ethics go back at least to the Ancient Greeks but I am not aware of any prominent author, ancient or medieval, who regards promissory obligation as, in itself, a peculiarly problematic phenomenon. There is much discussion of precisely when a promise binds but the idea that promising as such is a mystery emerged only in the modern period and, even then, not immediately.

The seventeenth-century Natural Lawyers (*see* NATURAL LAW) Grotius (*see* GROTIUS, HUGO) and Pufendorf (*see* PUFENDORF, SAMUEL VON) tried to specifying the conditions under which promises or contracts bind. They discussed promises made under duress, promises to do the impossible, and promises based on a mistake of fact and many other commitments whose validity is in doubt (Grotius 2005: Bk. 2, Ch. 11; Pufendorf 2003: Bk. 1, Ch. 9). But they did not ask themselves why promises ever

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bind, why we should ever take such performances seriously. Nor, it seems, does John Locke. The first hint of trouble appears only in Hobbes (*see* HOBBS, THOMAS).

To be sure, Hobbes has no doubt that people can bind themselves to do things by promising to do them. Indeed, he goes much further, arguing that *all* obligations have their source in a promise. For Hobbes, promissory obligation is the only form of obligation. This claim has not been widely accepted and I'll set it aside. Hobbes' successors were much more influenced by a worry he had about these promissory obligations. Though Hobbes thinks it obvious that we can be bound to do what we have promised to do, it is much less obvious to him that we have any reason to do something simply because we have promised to do it.

Hobbes asked whether breach of promise "may not sometimes stand with that reason which dictateth to every man his own good" (Hobbes 1994: 90). He sought to meet the difficulty by arguing that each of us has a permanent interest in both acquiring and retaining a reputation for reliability. Our chances of personal survival are minimal unless we combine with others in defensive arrangements and our chances of doing so are poor unless we are known to keep the promises we make. Hobbes' answer reveals that, in asking what reason we have to keep our promises, he is making a controversial assumption; he is assuming that any such reason must be based on self-interest, on the fact that keeping the promise will be good for the promisor. So can we answer his question simply by rejecting that assumption? Does it become obvious what reason we have to keep the promises we make once we stop insisting that those reasons must be based on self-interest? Unfortunately not.

The philosophical problem posed by promising received its first clear statement in Book Three of David Hume's *Treatise of Human Nature*. Though Hume (*see* HUME, DAVID) did not share Hobbes' egoistic assumption, he did press Hobbes' question. Considering a binding promise to return some money whose fulfillment would do nobody any good, Hume asks (in italics) "*what reason or motive have I to restore the money?*" (Hume 1978: 479). In Hume's view, the difficulty of answering this question reveals a problem with promissory obligation as such, a problem which can't be evaded simply by rejecting Hobbesian egoism. Even if human beings can be motivated by the good of others as well as by self-interest, why should the mere fact that they have made a promise give them any reason to perform?

Hume's Problems

Hume's text might seem to contain two distinct problems with promising. I'll call them the *Problem of Normative Power* and the *Problem of Bare Wronging*. I think they are in essence the same problem but it will help to consider them separately. I begin with the former.

What happens when you marry someone? Marriage changes the rights and duties of the marital partners toward one another. In marrying, the parties exercise an ability to affect what we might call the normative situation between them, the facts about what they ought and ought not to do. And the parties effect this change in a special way, namely by *declaring* their intention so to do. In a marriage one is required to

declare the intention of hereby (i.e., by means of this very declaration) undertaking certain obligations and hereby granting certain rights to one's marital partner.

In Hume's view, what is true of marriage is true of promises quite generally. To promise John that you'll meet him later on today is to undertake the obligation of so meeting him precisely by declaring your intention to undertake such an obligation. Following Raz, let's say that whenever we change the normative situation by declaration in this way, we exercise a *normative power*. Hume claims to find this exercise of normative power "unintelligible."

Hume expresses his puzzlement in a famous passage:

'tis one of the most mysterious and incomprehensible operations that can possibly be imagined, and may even be compared to *transubstantiation*, or *holy orders*, where a certain form of words, along with a certain intention, changes entirely the nature of an external object, and even of a human creature. (Hume 1978: 524)

Durkheim (see DURKHEIM, EMILE) makes the same point, apparently independently of Hume (Durkheim 1957: 175–95). Now the grounds for Hume's perplexity may not be immediately evident. Why can't one change people's rights and obligations by declaration? Isn't this, to say the very least, a useful facility, one which gives us control over an important aspect of our lives? Hume's predecessors were extremely familiar with the idea that rights and obligations could be created by declaration. Many of them thought that our most significant obligations had their source in the declarations of a divinity. And even those who denied this didn't claim to find the idea unintelligible. If Hume's doubts about promising were historically unprecedented, perhaps that is why.

To see what worried Hume about normative power, let's return to his case of the man whom he has promised to repay:

For what if he be my enemy, and has given me just cause to hate him? What if he be a vicious man, and deserves the hatred of all mankind? What if he be a miser, and can make no use of what I would deprive him of? What if he be a profligate debauchee, and would rather receive harm than benefit from large possessions? What if I be in necessity, and have urgent motives to acquire something to my family? (Hume 1978: 482)

In that case no one would benefit from Hume's performance of his promise and everyone would lose, the promisee included. Hume admits that to breach this promise would still be to wrong the promisee but that breach would be what we might call a *bare wronging*, a wronging which involved no action against any human interest. And what reason (or intelligible motive) could one have to avoid such a bare wrong? (see REASONS FOR ACTION, MORALITY AND).

Hume is not denying that breach of promise does often harm the promisee, especially when the promisee comes to expect and rely on performance, a harm which provides some reason to keep the promise. But, however common, such harms are byproducts of the more fundamental wrong of breach. People expect others to keep

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their promises precisely because they regard breach of promise as independently wrongful and they would think that even if, for some reason, they were not expecting the promisor to keep their promise and so would be unharmed by breach. The wrong of breach as such is a bare wronging and that is what Hume found so puzzling.

The problem with normative power should now be clear. Normative powers are devices for manufacturing bare wrongings. In the first of the above quotations, Hume asserts the impossibility of changing “the nature of an external object, and even of a human creature” by a mere “form of words.” Here he is assuming that we can render some deed worthy of avoidance only by changing the nonnormative situation in such a way that the occurrence of that deed would adversely affect some human interest. And we surely can’t make such changes simply by declaring that something is wrongful. Therefore we can’t make the deed any more worthy of avoidance simply by declaring it wrongful.

It may be objected that the bare wrong of breach of promise is never created *simply* by declaration. All sorts of conditions need to be satisfied for a promise to bind: the declaration must have been made by a competent party, not acting under duress nor the victim of a trick; the action promised must be feasible and perhaps also morally permissible. Further conditions might be added. That’s true enough but none of this resolves Hume’s difficulties. Each of these conditions may be satisfied without ensuring that breach of promise is anything other than a bare wrong and this is so precisely because mere declaration plays a crucial role in creating that wrong.

Hume’s Solution

Having formulated his problem, Hume sets out to solve it as follows: “interest is the *first* obligation to the performance of promises. Afterwards, a sentiment of morals concurs with interest, and becomes a new obligation upon mankind” (Hume 1978: 523).

This indicates a two-stage genealogy of promissory obligation. At the first stage we keep our promises for Hobbesian reasons, because so doing is in our own interests. At the second stage, we grasp that fidelity is in the community’s interests also and this reinforces the motive of self-interest. In Hume’s view, it also addresses the problem of bare wronging.

Crucial to both stages is the Hobbesian idea that a promise is a device for coordinating our behavior with others. Hume illustrates the point by imagining what would happen were we without this device:

Your corn is ripe today; mine will be so tomorrow. ’Tis profitable for us both that I should labour with you today and that you should aid me tomorrow. I have no kindness for you and know that you have as little for me. I will not, therefore, take any pains upon your account; and I should labour with you upon my own account, in expectation of a return, I know I should be disappointed, and that I should in vain depend upon your gratitude. Here then I leave you to labour alone: you treat me in the same manner. The seasons change and both of us lose our harvests for want of mutual confidence and security. (Hume 1978: 520–1)

To avoid this result, we introduce the promise:

When a man says *he promises any thing*, he in effect expresses a *resolution* of performing it; and along with that, by making use of this *form of words*, subjects himself to the penalty of never being trusted again in the case of failure. (Hume 1978: 522)

Once our two farmers can make each other a promise (i.e., can put themselves under an obligation to help by declaration) they each have a way of getting the help they need to save their harvest. Should either farmer breach their promise, they will be deprived of an important tool for facilitating cooperation with others and that provides them with a sufficient reason to keep it.

Still, even when fidelity is the best policy, we don't usually think that prudence is the only reason to keep a promise. That takes us to the second stage of Hume's genealogy. Suppose that people have invented the promise and acquired the habit of keeping their promises for the selfish reasons already outlined. Reflecting on this situation, they will approve of what has happened since they appreciate that the existence of the practice of promising serves everyone's interests. Since, in Hume's view, people are concerned not only with their own welfare but also (to a lesser extent) with that of the people around them, promising generates a "sentiment of morals." People regard themselves as having a reason not to undermine this socially valuable practice, a reason above and beyond the reason they have to preserve their own personal reputation for reliability. And they will condemn breaches that undermine confidence in the practice as such even where their own personal interests are not at stake.

Hume now thinks he is in a position to address the problem of bare wronging. Referring back to his earlier examples, he observes that "Taking any single act, my justice may be pernicious in every respect; and 'tis only upon the supposition, that others are to imitate my example, that I can be induced to embrace that virtue" (Hume 1978: 498).

The clear implication is that those bare wrongings are not so bare after all. Even if no harm is done to the parties involved by my failure to return some money that I owe, this action will undermine confidence in the practice as such and thereby damage an extraordinarily useful social tool. People in general will be more reluctant to lend money if they can't rely on its being returned.

But has Hume really solved the problem of bare wronging? Hume himself is unsure:

if we suppose, that the loan was secret, and that it is necessary for the interest of the person, that the money be restored in the same manner (and when the lender would conceal his riches) in that case the example ceases, and the public is no longer interested in the actions of the borrower; though I suppose there is no moralist, who will affirm, that the duty and obligation ceases. (Hume 1978: 480–1)

Here the public interest is no longer at stake. Furthermore, we can suppose no private interest is at stake either. Perhaps the creditor is so dissolute that he can't

even recall the loan and so won't hold it against the debtor. We are back to square one: there is no good in repaying the debt as promised yet the obligation to do so may well remain. And wherever there is a genuine obligation there is surely *some* reason to discharge it.

Hume's successors responded to this failure in various ways. His contemporary Reid (*see* REID, THOMAS) took the view that promissory obligation poses no problem. We "immediately perceive" that fidelity to promises is a virtue, that one who gives their word has good reason to keep it (Reid 1969: 444). Reid's opinion is echoed in the views of twentieth-century intuitionists (*see* INTUITIONISM, MORAL) like Ross (*see* ROSS, W. D.) who maintain that the "*prima facie* rightness" of acts like keeping a promise is as "self-evident" as simple mathematical truths (Ross 1930: 29–30). We need not ground these normative facts in any human interest, we need not scramble around to find something good or desirable about keeping a promise.

Still, most of those writing in Hume's wake have felt the need to take up his challenge. Some have adopted Hume's own style of solution and sought to repair it in one way or another. The most influential of these *practice theorists* is Rawls (*see* RAWLS, JOHN) and I'll examine his account in the next section. Others have decided that Hume's problem cannot be solved, that promissory obligation as he understands it is indeed unintelligible. These *expectation theorists* set about replacing Hume's normative power with something that can play the same social role but which works on rather different principles. I'll consider their views in the final section.

Practice Theories: Rawls

Rawls' practice theory replicates the two-stage structure of Hume's genealogy. At the first stage, people get into the habit of making and keeping promises. Unlike Hume, Rawls does not tell us how people begin to make and keep promises, what gets them to participate in the practice to start off with. Rawls just assumes that the practice has certain constitutive rules that people tend to obey. Rawls' real advance over Hume comes at the second stage.

Hume assumed that the practice will be damaged should we breach and so the public interest in social coordination will be harmed. Rawls agrees that we are obliged not to undermine a just and socially useful practice but he thinks that those who have "voluntarily accepted the benefits of the practice" have a further obligation. According to Rawls' *Principle of Fairness* they "are obliged to do their part as specified by the rules of the institution" (Rawls 1999: 301). This fact may oblige us to fulfill our promises even where their breach would do no harm.

For example, it is unfair to exploit the practice by promising your neighbor that you will help him with his harvest if he first helps you with yours unless you mean to perform. This is exploitation because you would be trying to secure the benefits of the practice (i.e., present aid) without being willing to bear the costs of it (i.e., future performance). Note the problem here is not that you would necessarily be damaging the practice by failing to perform. Should your breach somehow go undiscovered, there may be no damage. Nor is it required that you harm your

neighbor: perhaps it turns out that he can manage without your help. Rather the point is that, whether or not you cause any harm, you would be getting something which you did not deserve in view of your unwillingness to reciprocate.

We can now see why Rawls is so uninterested in the first stage in Hume's genealogy, in how the practice of promising gets going. It might be instinct or fashion or a simple confusion of thought which suggests to us we ought to make and keep promises. Still, once the practice of promising has got going, even the clear-headed among us should feel obliged to support it since the practice is so valuable.

What Rawls has done here is to expand the range of possible motives for fulfilling one's promises. Hume recognized only harms and benefits, to oneself or another, as intelligible motives for action. Rawls notes that human beings are also moved by thoughts about fairness. It may make sense for me to avoid breaching a promise because I regard such a breach as unfair, even if it is also perfectly harmless. And such unfairness can provide grounds for thinking that I am obliged to keep my promise, can *explain* why I am so obliged. (After all, not every obligation is based on consideration of the fair distribution of costs and benefits.)

Suppose that, by expanding the range of wrongs in the way Rawls suggests, we could indeed bring all wrongful breaches of promise, including the seemingly bare wrongings, within the scope of the practice theory. Still, the wrong the practice theorist detects in a breach of a promise must be a wrong of the right sort (Scanlon 1998: 316). A breach of promise is primarily a wrong against the promisee since the promisee is the person to whom the performance is owed. Third parties (including potential beneficiaries) may also be wronged by the breach and perhaps these other wrongings are, in the end, more serious. Nevertheless, they presuppose that the promisee has himself been wronged. Can Rawls accommodate this structural fact?

Consider a case in which both promisee and practice are unharmed by the breach. Rawls argues that the promisor has not played fair and so his breach is still a wrong. But who is wronged by this breach? Rawls must reply that the promisor is dealing unfairly with all of those who uphold and maintain the practice; we are *all* wronged whenever the practice of promising is exploited in this way. Perhaps so but there is surely a further wrong of breach of promise, a wrong directed specifically at the promisee. We naturally think that the promisee has a particular right to complain of (or else forgive) the breach of a promise made to them. And where is *this* wronging to be found when the promisee is unharmed by (and perhaps even ignorant of) the breach?

Rawls might respond that though the violator is being unfair to all of us who uphold the promising practice, he is being especially unfair to the promisee whose individual propensity to rely on promises he is exploiting. Even when the promisee is not harmed, he is exploited in a way that others are not and it is *via* the exploitation of him that the practice as a whole is exploited. This sounds plausible enough when we are dealing with a promisee who conscientiously keeps his own promises. But suppose Hume's debauchee is happy to accept my promises even though he doesn't take his own promises very seriously. I would still wrong him by failing to pay my debt as promised (whether or not he is harmed). Yet it could hardly be said

that *he* deserves better, that I would be exploiting the practice of promising by exploiting *his* devotion to it in particular. He is no more willing to play fair than I.

In the final analysis, neither Rawls nor Hume has a satisfactory solution to the problem of bare wronging. For Hume, breach of promise is not in itself wrongful. For Rawls, breach of promise is not in itself a wronging of the promisee. A new start is required.

Expectation Theories

Responding to Hume's treatment of promising, the eighteenth-century writer Price (*see* PRICE, RICHARD) takes a rather different tack from any we have so far considered:

To *promise* then, being to assert a fact dependent on ourselves, with an intention to produce faith in it and reliance upon it, as certainly to happen; the obligation to keep a promise is the same with the obligation to regard truth; and the intention of it cannot be, in the sense some have asserted, to will or create a new obligation; unless it can be pretended that the obligation to veracity is *created* by the mere breath of men every time they speak, or make any new professions. If indeed we mean by creating a new obligation, that the producing a particular effect or performance of an external action becomes fit, in consequence of some new situation of a person (or some preceding acts of his own) which was not fit before; it may very well be acknowledged; nor is there anything in the least mysterious in it. (Price 1948: 156; see also Smith 1976: 472)

According to Price, the wrong of breach of promise is just the wrong involved in misleading someone about what you are going to do. The duty to keep a promise is simply the duty to tell the truth, at least when your audience is going to rely upon what you have told them.

On Price's view, the difficulties we have been struggling with until now are illusory. Take the problem of bare wronging. Human beings clearly have an interest in receiving correct information about what other human beings are going to do, especially when the success of their plans depends on the correctness of that information. Price implies that promises are binding only when others are intended to rely on their fulfillment. So whenever a promise binds, someone's interests will be threatened by breach of the promise. Where wrong, breach of promise is never a bare wrong.

Hume thought that breach of promise might be a bare wrong only because he imagined that this wrong was created by declaration. But, for Price, what makes misleading a wrong is not that anyone has declared it to be wrong. What makes it a wrong is the fact that being misled is a bad thing. Price does not say exactly why it is a bad thing to be misled. Perhaps being misled is a bad thing only when it is harmful. Perhaps it is a bad thing whether or not it is harmful, because it compromises the autonomy of the misled. (Perhaps Hume's profligate debauchee is wronged by

breach of promise even though he is unharmed because his autonomy is somehow compromised.) In any case, breach of promise is both wrongful and a wronging of the promisee provided that breach of promise threatens to mislead the promisee and so constitutes something more than a bare wronging.

Let's turn now to the problem of normative power. Price allows that promissory obligations do indeed depend on our choices but, for Price, we cannot place ourselves under an obligation by declaration. In order to put ourselves under an obligation we must do something else, something which changes the nonnormative situation in such a way as to ground this new obligation. In the case of a promise, what we do is to (try to) change the beliefs and so the behavior of our interlocutor. And it is no mystery that someone who chooses to do that takes on new responsibilities as a result of that choice.

Let's call Price's general approach the *expectation theory*, since it traces the bindingness of a promise to the fact that it is meant to generate an expectation of performance in the promisee. Price treats the wrong of breach of promise as a specific instance of the wrong of misleading. Such a move would indeed take the mystery out of promising but, as we shall see, it doesn't capture the distinctive character of a promissory obligation.

Let's specify Price's "duty of veracity" more carefully. In fact we have no general obligation to ensure that our statements about what we will do turn out to be true, even when we have encouraged other people to rely on them. Suppose you want to know whether I am going to be free over the weekend for a trip and in reply I *predict* that I'll have done my marking by Friday and so will be able to accompany you. Here I should have good evidence for my prediction, and I should warn you if things look like they might turn out otherwise, but I have no obligation to accompany you simply because I predicted. Indeed, I might have been careful to add "but I'm not promising" to make it abundantly clear that I was not undertaking the obligation to perform which would have been involved in a promise. No plausible duty of veracity can capture such an obligation.

One might attempt to get around this difficulty by requiring that the promisor at least express an intention to do the thing he is promising to do (with a view to inducing reliance and so forth). But it is unclear why the existence of promissory obligation should turn on the difference between a prediction and an expression of intention. At least on the expectation theory, this *should* make a difference only where an expression of intention provides better ground for expecting performance than a mere prediction. But my predictions will often provide at least as good a ground (and sometimes better grounds) for expecting me to perform as any expression of my intentions. Furthermore, there are cases in which I tell you what I intend to do whilst making it very clear that I am not promising to do it (and thus not obliged to do it). So promising must be something more than telling you what I intend to do in an attempt to get you to expect me to do it.

Recent expectation theorists have expended much time trying to get around this difficulty and the most sophisticated of these efforts (Scanlon 1998: Ch. 7) has generated a substantial literature. Elsewhere, I've argued that these efforts fail

(Owens 2006) but rather than go into detail here, I note two further problems which the expectation theory must confront.

The first is that it looks as if a binding promise may be made without the intention to induce reliance on, or even expectation of, performance. Suppose I'm a notoriously unreliable person. No one expects me to keep my promises. Still they might blame me for breaching the promises I do make. And in blaming me they need not be assuming that I thought they might be misled by my promises. Perhaps I realize that I am regarded as unreliable and that people are extracting promises from me for some other reason, e.g., to have an opportunity to berate me for breach and so train me up to fidelity. Here I can't sensibly intend to induce an expectation of performance in them. Still, I can intend to bind myself (to please them) and they can ask me to bind myself (with a view to training me up to fidelity).

Reflection on this example reveals a further and more general difficulty. Prichard remarks that "any attempt to base the obligation to keep a promise on promising's being the creating of an expectation is doomed to failure" because the expectation that someone will keep a promise is founded "at least in part" on the belief "that he has bound himself simply by promising" and that he will be motivated by this bond (Prichard 1968: 170–2).

Suppose someone makes me a promise. On the expectation theory, that promise binds to performance only if the making of the promise is meant to lead me to expect performance. But why should the making of a promise lead me to expect performance? There are two possibilities. I may expect performance because I think people are bound to keep their promises. If so, it is the promissory bond which explains the expectation, not the expectation which explains the promissory bond. On the other hand, I may expect performance because I think that the promisor has some other reason for doing what he promises to do, some motive other than a conscientious adherence to his promise. But if this is always required for a promise to bind then no one can ever be bound to do something simply because they promised to do it. That fact need not make promising redundant – a promise might still give someone an extra motive to perform – but a promise can only make that difference where there is some prior reason to perform. For instance, Hume's farmers will need some prior reason to help one another before a promise can be brought in to reinforce it.

It looks as if the expectation theory misses several crucial features of our ordinary conception of promising. It can't explain why some promises bind when no expectation of performance could be generated. It can't explain how an expectation of performance can be generated simply by the making of a promise. And it can't explain the differences between promissory obligations and the other obligations we may incur in telling people what we are going to do.

The Promissory Interest

I have been treating the expectation theory as an attempt to elucidate the familiar idea of a promise in a way that explains why we should take promising seriously. That is the project on which writers like Scanlon are engaged and, for them, the

objections just made present a serious difficulty. But the expectations theorist might take a different, more reformist tack. He might agree that the expectations theory does not fit our notions of promissory obligation whilst concluding that it is these notions which are suspect, not the expectations theory.

For example, Atiyah (1981: 192–3) suggests that it is an illusion to think that we can bind ourselves where there is no expectation of performance. And he also allows that we can generate an expectation of performance by “promising” only when there are some grounds for expecting performance other than the agent’s words alone. In the example of Hume’s farmers, it might be thought that gratitude (*see* GRATITUDE) or a natural desire to reciprocate should provide a basis for expecting performance, even between strangers. For Atiyah, a promise simply firms up expectations of performance by acknowledging this prior motive.

On this reformist view, there are important human interests, like our interest in social coordination, which promising is thought to serve. But the principles which enable social coordination are rather different from the principles of promissory obligation as traditionally conceived. For example, one might maintain that we are not strictly obliged to fulfill our promises but only to take proper account of the expectations we have aroused in others and of the harm that will be done to them if those expectations are disappointed. That would be enough to ensure a fair degree of social coordination.

These proposals are worth exploring but they also highlight an assumption which the parties to the debate about promising seem to share. With the exception of Reid and the intuitionists, they all agree that the normative force of a promise must be grounded in some human interest which promising serves. Furthermore, they seem to think that the interest in question is the interest we have in correct information about what others are going to do, information which is needed to underwrite successful social coordination. Hume makes this assumption and struggles to explain promising in these terms. Perhaps his task would have been easier had he looked elsewhere for the function of a promise.

There are various possibilities. Raz (1977) and Shiffrin (2008) suggest that promising plays a crucial role in the creation and maintenance of certain valuable relationships. Alternatively, I’ve argued that human beings are interested in the normative landscape – in their own rights and obligations and those of the people around them – for its own sake. And so they have an interest in shaping that normative landscape, in controlling those rights and obligations, an interest which is distinct from their interest in what people will actually do. Normative powers like promise serve that normative interest (Owens 2006). No doubt other possibilities will emerge as the debate goes on. It is a fair bet that, in his discussion of promising, Hume made a permanent addition to the agenda of philosophy.

SEE ALSO: DURKHEIM, EMILE; DUTY AND OBLIGATION; GRATITUDE; GROTIUS, HUGO; HOBBS, THOMAS; HUME, DAVID; INTUITIONISM, MORAL; NATURAL LAW; PRICE, RICHARD; PUFENDORF, SAMUEL VON; RAWLS, JOHN; REASONS FOR ACTION, MORALITY AND; REID, THOMAS; ROSS, W. D.

REFERENCES

- Atiyah, Patrick 1981. *Promises, Morals and Law*. Oxford: Oxford University Press.
- Durkheim, Emile 1957. *Professional Ethics and Civic Morals*. London: Routledge.
- Grotius, Hugo 2005. *The Rights of War and Peace*. Indianapolis: Liberty Fund.
- Hobbes, Thomas 1994. *Leviathan*. Indianapolis: Hackett.
- Hume, David 1978. *Treatise on Human Nature*. Oxford: Oxford University Press.
- Owens, David 2006. "A Simple Theory of Promising," *Philosophical Review*, vol. 115, pp. 51–77.
- Price, Richard 1948. *A Review of the Principle Questions in Morals*. Oxford: Oxford University Press.
- Prichard, H. A. 1968. *Moral Obligation*. Oxford: Oxford University Press.
- Pufendorf, Samuel von 2003. *The Whole Duty of Man*. Indianapolis: Liberty Fund.
- Rawls, John 1999. *A Theory of Justice: Revised Edition*. Cambridge, MA: Harvard University Press.
- Raz, Joseph 1977. "Promises and Obligations," in Peter Hacker and Joseph Raz (eds.), *Law, Morality and Society*. Oxford: Oxford University Press, pp. 210–28.
- Reid, Thomas 1969. *Essays on the Active Powers of the Human Mind*. Cambridge, MA: MIT Press.
- Ross, David 1930. *The Right and the Good*. Oxford: Oxford University Press.
- Scanlon, Thomas 1998. *What We Owe To Each Other*. Cambridge, MA: Harvard University Press.
- Shiffrin, Seana 2008. "Promising, Intimate Relationships and Conventionalism," *Philosophical Review*, vol. 117, pp. 481–524.
- Smith, Adam 1976. *A Theory of the Moral Sentiments*. Oxford: Oxford University Press.

FURTHER READINGS

- Anscombe, Elizabeth 1981. "On Promising and Its Justice," in *Ethics, Religion and Politics*. Cambridge: Cambridge University Press, pp. 10–21.
- Gilbert, Margaret 2004. "Scanlon on Promissory Obligation: The Problem of Promisees' Rights," *Journal of Philosophy*, vol. 102, pp. 83–109.
- Hart, Herbert 1955. "Are There Any Natural Rights?" *Philosophical Review*, vol. 64, pp. 175–91.
- Kant, Immanuel 1996. *The Metaphysics of Morals*. Cambridge: Cambridge University Press, pp. 57–61.
- Kolodny, Niko, and Jay Wallace 2003. "Promises and Practices Revisited," *Philosophy and Public Affairs*, vol. 31, pp. 119–54.
- MacCormick, Neil 1972. "Voluntary Obligations and Normative Powers," *Proceedings of the Aristotelian Society*, suppl. vol. 46, pp. 59–78.
- Nietzsche, Fredrick 2006. *On the Genealogy Of Morals, Second Essay*. Cambridge: Cambridge University Press.
- Owens, D. forthcoming. *Shaping the Normative Landscape*. Oxford: Oxford University Press.
- Pink, Thomas 2009. "Promising and Obligation," *Philosophical Perspectives*, vol. 23, pp. 389–420.
- Raz, Joseph 1982. "Promises in Morality and Law," *Harvard Law Review*, vol. 95, pp. 916–38.
- Thomson, Judith 1990. *The Realm Of Rights*. Cambridge, MA: Harvard University Press.
- Watson, Gary 2009. "Promises, Reasons and Normative Powers," in David Sobel and Stephen Wall (eds.), *Reasons for Action*. Cambridge: Cambridge University Press, pp. 155–78.