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2022

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UNIVERSITY OF CALIFORNIA,
IRVINE

On the Ontology of Promises and Promissory Obligations

DISSERTATION

submitted in partial satisfaction of the requirements
for the degree of

DOCTOR OF PHILOSOPHY

in Philosophy

by

Steven Norris

Dissertation Committee:
Associate Professor Jeffrey Helmreich, Chair
Associate Professor Marcello Fiocco
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2022

Dedication

To

Dude 2

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Acknowledgments

In the sixth grade I wrote that I when I grew up, I wanted to work at Disneyland and earn a PhD. I have no recollection of this, but my mother has the receipts. At age 24 I was halfway there, working as a valet at Disney's Grand Californian Hotel and Spa. But as a community college dropout I also felt further away from the PhD than I was as a sixth grader. Needless to say, I could not have made it to this point without the love, support, and influence of many, many people.

First and foremost, I owe the deepest of thanks my mother who has never failed to provide much needed support and encouragement. I can also credit my mother and her mother with instilling in me an understanding of, and respect for, the value of public education. My mother and grandmother were both public school teachers and later administrators, and I am grateful for their efforts to educate myself and others. Sadly, my grandmother passed before I started to take my education seriously, but I will never forget her influence. Thank you also to my uncle and godfather, Fred Spitzkeit, for being equally supportive, but more importantly for being a role model. Other family members I wish to thank include Mark Kelsey, my aunt Liz, my late aunt Pat, my "aunt" Peggy Sampson, and her daughter Jennifer DeMarti.

Thank you to my friends for their understanding, support, and encouragement in my career decisions. I want to recognize three friends in particular. Andrew Harriss, cornerstone of friendship, willing listener, and steadfast participant in perpetual conversation both trivial and thoughtful for the past three decades. Taylor Parham, who convinced me to get my act together and re-enroll in community college. And Sean Rolleg, who convinced me to take a chance and apply to UCLA by saying, "Dude, my ex went to UCLA and you're way smarter than him." I am also greatly appreciative of the friends (and fellow philosophy graduate students) I lived with

in Somerville while working on my MA: Eric O’neill, Daniel Haddad, and Gabe Santos-Neves. I’m not sure what I would have done without you. Thanks also to Lisa Appel, Brandon Becker, Kelsey Brown, Ashli Gold, Jeremy Hager, Samia Hesni, Rachel Jacobsen, Gareth Morrison, and especially Jason Owsinski.

I feel incredibly fortunate to have had the opportunity to study philosophy at UCLA, Tufts, and UC Irvine. But my philosophical journey started at Santiago Canyon Community College. My decision to study philosophy was heavily influenced by my logic professor, James Granitto, and the many fascinating after-class chats we had about topics ranging from physics and philosophy to food and wine pairings.

When I arrived at UCLA as a philosophy undergraduate, I was wholly unaware of the rich and incredible history of the philosophy department. Even worse, I only begrudgingly signed up for David Kaplan’s philosophy of language class because it was the only open philosophy course by the time I registered. It blows my mind to look back and realize how lucky I was that my first taste of *real* analytic philosophy was learning Russell’s theory of descriptions from David Kaplan (don’t worry, I took his Frege and Kripke classes, too). Two others of my undergraduate professors continue to play a huge influence on my philosophical thinking. First is Tyler Burge, to whom I credit my desire to engage with empirical research whenever possible. Second, and perhaps most important, is Seana Shiffrin, whose Spring 2011 truth-telling and promise keeping course got me so fixated on the ethical literature on promising that I would eventually go on to write a dissertation on the topic. I also want to thank my logic teachers, Tony Martin, Terry Parsons, and Stephen Levy.

My experience at Tufts University was difficult, but ultimately rewarding. I am incredibly grateful for the mentorship and friendship offered by Suzy Russinoff and Brian

Epstein. Thanks also to Jody Azzouni for being so generous with your time and for all those offers to pay for Taco Tuesday. I'd also like to thank two more of my logic professors, George Smith and Dilip Ninan. Finally, I must thank Caleb Davis and his husband, Al, for treating me like family when I was 3,000 miles away from my own.

It is also important that I recognize those who helped me secure additional teaching positions while I was trying to scrape by living in the Boston area on a graduate student's salary. Thank you to Jeff McConnell and the late Amélie Rorty for the opportunities to TA for you at Harvard's Extension School.

I am indebted to my dissertation advisor, Jeff Helmreich. I first met Jeff when I was waitlisted for UC Irvine's philosophy PhD program. Being waitlisted has a funny effect on a person since it makes you feel like you aren't good enough and not really wanted. Jeff immediately put those anxieties to rest when he took me out for coffee, excitedly discussed my writing sample with me, and then invited me to a legal theory workshop and dinner. I feel honored to have had the opportunity to develop the ideas in this dissertation under Jeff's mentorship, and often times feel like he understands my thoughts better than I do myself. Thank you also to my two other committee members, Mark Fiocco and Aaron James. Mark was my first advisor when I arrived at UC Irvine and he has been unbelievably supportive both personally and academically. While I have not had the opportunity to develop as personal a relationship with Aaron as I have with the other members of my committee, I am nevertheless deeply grateful for his support and feel lucky to have him on my committee. I would also like to thank Sven Bernecker, Annalisa Coliva, Margaret Gilbert, Julia Lupton, Duncan Pritchard, Karl Schafer, and one more logic professor, Sean Walsh. I also must thank the two wonderful and resourceful philosophy department staff members, Miriam Torres and Gloria Simpson.

The reason why I have made special mention of my logic professors is that for the past three years I have taught symbolic logic at Chapman University. This teaching opportunity has allowed me to live a slightly more comfortable life than the average graduate student, and for that I am very grateful. Thank you to Annalisa Coliva for the recommendation, and to Michael Pace at Chapman University for the opportunity.

I have had the opportunity to present the first three chapters of this dissertation at various conferences over the past few years and each time I have received valuable feedback. Thank you to audience members at the 2021 Pacific APA, the 2022 Eastern APA, and the 2018 Ethics and Legal, Social and Political Annual Conference in Flint, MI, especially Eric Brown and Nick Smith. Thank you also to John Wiley & Sons, Inc. for granting me permission to reprint material from my 2021 article, “The Social Ontology of Promising,” published in *Ratio*.

Last but not least are two individuals who mean more to me than words can express. The first is my partner, Stephanie Sheintul. I am grateful for Stephanie’s love and support while writing this dissertation, and especially for playing the role of my interlocutor as I struggled through the ideas that eventually made it onto these pages. Finally, thank you to my child, lovingly known as *the Dude*. This dissertation is not only dedicated to you, but also inspired by you.

Curriculum Vitae

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Social Ontology, Moral Philosophy, Philosophy of Language (Pragmatics)

PUBLICATIONS

- 2021 “The Social Ontology of Promising,” *Ratio*, Volume 34, Issue 4, pp. 324–333

Abstract of the Dissertation

On the Ontology of Promises and Promissory Obligations

by

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Doctor of Philosophy in Philosophy

University of California, Irvine, 2022

Associate Professor Jeffrey Helmreich, Chair

This dissertation explores ontological and ethical issues related to speech acts. The primary focus is on promises. I begin by asking the question, *What is a promise?* In response to this question, I develop and defend an account of promises according to which promises do not necessarily generate promissory obligations. With this understanding of promises in mind, I move on to the question, *Which promises generate promissory obligations?* Two kinds of promises are investigated in depth: sexual promises and political campaign promises. I identify two novel problems with sexual promises and argue that these promises do not generate promissory obligations. In contrast, I argue that while campaign promises are distinct from ordinary promises in a number of important ways, they are best explained as instances of morally obligating promises. Finally, I examine the relationship between conditional promises and conditional threats, and draw on resources from the promissory literature to sketch the foundations for an account of conditional threats.

Introduction

This dissertation consists of a collection of essays on the ontology of and obligations associated with certain speech acts. With one exception (chapter four), the primary focus is on promising. Two questions provide the motivation for this work: *What is a promise?* and *Which promises generate promissory obligations?* These questions may seem odd to some, especially since many take it to be analytic that a promise generates a promissory obligation. However, throughout the philosophical literature on promising there are references to “genuine,” “paradigmatic,” and “bona-fide” promises. These qualifiers are used to distinguish between the promises that generate obligations and those that do not. But since the focus of much of the literature on promising is on the nature and grounds of promissory obligations, little is said about the promises (or “promises”) that do not obviously generate obligations. Some philosophers, like Seana Shiffrin (2011), even go as far as saying that the non-obligating promises are not promises at all, and that it is a mistake to refer to them as such.

This attitude towards non-standard promises and other promissory phenomena gives me pause. We make promises every day. Children exchange pinky promises on the playground, intimates use them to provide that extra bit of assurance to one another, companies and corporations rely on them in the form of contracts, and nations in the form of treaties. But often times the promises we make are going to be problematic in the sense that they fall outside the scope of the work done in the canonical literature on promising. I take it that the average promisor and promisee are going to understand the former’s promise as obligating, even if philosophers think otherwise. And in those cases where there is no promissory obligation, it is likely that promisees will still feel as though they have been wronged, specifically because their

promisors failed to follow through on what was promised. I therefore began this project with the aim of figuring out what transpires between promisee and promisor in these non-standard cases of promising, and also an interest in identifying what might have gone wrong, such that these promises are not “genuine” promises.

The first chapter concerns the ontology of promises. Setting aside the typical concern over promissory obligations, I draw on recent work from the field of social ontology and develop a promissory schema that characterizes the functional role the practice of promising plays in our lives. This schema, put in terms of one agent’s voluntary and intentional attempts to provide another agent with a specific kind of assurance, helps explain what we are doing when we make a promise, and what we desire when we ask that a promise be made. The account of promising I develop is one on which promises do not necessarily generate promissory obligations. My hope, then, is that the account can provide insight into why a number of different types of promissory phenomena might be understood as promises (e.g., vows and oaths), as well as explain why otherwise problematic promises are nevertheless promises.

Chapters two and three concern promissory obligations, and in particular the question of which promises generate promissory obligations. While this question may at first seem odd given the common view that promises by definition generate promissory obligation, this question is now intelligible thanks to the account of promising introduced in chapter one.

In chapter two I introduce two novel problems with sexual promises. I argue that these problems plague accounts of sexual promises according to which such promises generate promissory obligations. When a promise is broken, even permissibly, the promisee is left with a moral remainder. The moral remainder in the case of sexual promises threatens to reenforce pernicious imbalances between sexual partners. I argue first that promissory obligations in these

cases can function as silencers since they can be exploited as a tool of illocutionary disablement, thereby preventing an utterance of *no* from counting as an act of denial of sexual advances (Langton 1993). Second, being reminded of one's promissory obligation can put pressure on the promisor to relent and acquiesce to unwanted sex. In light of these problems, I argue that sexual promises are made within a justified suspended context within which the traditional norms of promising do not apply, and therefore sexual promises do not generate promissory obligations. Accordingly, the problems with sexual promises are avoided.

In chapter three I turn to political campaign promises and consider whether such promises generate promissory obligation. Drawing on empirical and theoretical research from political scientists as well as theories of promissory obligation from normative ethicists, I identify several features of campaign promises that distinguish them from the paradigm promises typically considered in the ethical literature on promising. These features provide reasons for thinking campaign promises are an altogether distinct phenomena from ordinary promises. Despite these distinguishing features, I argue that campaign promises are best explained as morally obligating promises. This conclusion, however, presents a problem. There will be times when a political representative is bound by a promissory obligation to perform that which contradicts the will and interests of their constituents. I resolve this issue by arguing that the recipients of campaign promises are the voters as a group agent rather than as individuals. When these conflicts arise, the change in the will of the group functions as promissory release, and the candidate is no longer bound by the promise made on the campaign trail and taken up by the voters at the ballot box.

In chapter four I examine the relationship between two kinds of conditional speech acts – conditional promises and threats – and present the foundations of a project I intend to develop

beyond this dissertation. Conditional promises and threats are both conditional inducements: speech acts that are used to manipulate the behavior of their addressee. Psychological research on these kinds of speech acts shows that conditional threats are interpreted as their complementary conditional promises. For example, a threat like, “If you don’t behave, then I’ll punish you,” is interpreted as the promise, “If you behave, then I won’t punish you.” The focus of the psychological research is on the logic of conditional inducements and *why* this inference is made, since the inference is not a valid logical inference. But we can separately ask whether this inference is correct. That is, this research prompts us to consider whether conditional threats are in fact a kind of promise. Then, in a transition away from promising, I sketch the beginnings of an account of conditional threats. Like promises, threats are aimed at coordination. But whereas promises are cooperative, threats are coercive. For this reason, threats are generally deemed morally objectionable. There are, however, some morally permissible threats. Taking morally permissible threats as paradigm, I present what I call the *command account* of conditional threats. Drawing on resources from the literature on speech acts and normative ethics, I argue that conditional threats are commands that involve the (attempted) exercise of a normative power. I argue that the command account satisfactorily explains the conditions under which conditional threats are both successful or unsuccessful, and morally permissible or objectionable.

Finally, I have included a critique of Margaret Gilbert’s (2011) joint decision account of promising as an appendix. Gilbert’s joint decision account offers an answer to the ontological question at the heart of this dissertation since it claims that promises are a species of joint commitments. The account of promises I offer in chapter one is incompatible with Gilbert’s account, so I feel it is important to explain why I am not satisfied with the joint decision account.

I raise three points of criticism against the account, two of which, I argue, provide reasons for rejecting the thesis that promises are a species of joint commitments.

Chapter 1: The Social Ontology of Promising

1. Introduction

Promising is ubiquitous, and even thought to be requisite for the proper management of interpersonal relationships (Shiffrin 2008). However, not all of the promises we make are genuine as some do not generate promissory obligations. For some (Searle 1964; Shiffrin 2011), if the speech act does not generate a promissory obligation, it is not a promise at all. Others (Gilbert 2011; Owens 2012) argue that even immoral promises are obligatory. But whether or not a promissory act generates a promissory obligation does not rule out the possibility that performance-based expectations have arisen in the would-be promisee.

The central focus of the literature on promising is on the nature of promissory obligations. This research tends to be narrow in scope, interested in only a subset of promissory phenomena, leaving others for want of explanation. It is questionable, for example, whether one can make a promise to the self, and what exactly it would mean to do so. It is also questionable whether vows, pledges, agreements, and contracts are promises. In response to these issues, I suggest that an account of promising, rather than promissory obligation, is needed.

This is an ontological project and as such needs to be set against the appropriate background. I make use of a recent framework for social ontology offered by Brian Epstein (2016). Drawing on Epstein's distinction between the grounds and anchors for social facts, I develop a promissory schema that characterizes the functional role the practice of promising plays in our lives. This schema, put in terms of one agent's voluntary and intentional attempts to assure another agent, helps explain what we are doing when we make a promise, and what we desire when we ask that a promise be made. Importantly, the promissory schema sheds light on

why it is that certain actions might be understood as promises, and reminds us that we ought to be sensitive to the ways we lead others to develop certain expectations.

The chapter is structured as follows. In the following section I present an overview of Epstein's framework for social ontology (§2). Next, I argue that facts about promising are social facts because a constituent of such facts is a social practice, namely the practice of promising (§3). Note that this is not an argument that promissory obligations depend on the existence of a convention. I then turn to an investigation into the grounds and anchors for social facts about promises (§4). This is where I develop the above-mentioned promissory schema. In the following sections I demonstrate a benefit of the promissory schema by showing how it can help us understand self-promising (§5) and disagreements that arise from misinterpreting whether one has made a promise (§6). Finally, I conclude and suggest an area for future research (§7).

2. Epstein's Framework for Social Ontology

Epstein (2016) offers a framework for investigating and explaining social phenomena. His approach involves drawing a distinction between two kinds of projects for social ontology: the grounding project and the anchoring project. The grounding/anchoring distinction is drawn based on the types of questions that can be asked when investigating the social world.

Epstein writes, 'For any social fact, there are two distinct ontological questions we might ask: *What* are the grounds for that fact? and separately, *Why* is that fact grounded the way that it is? What, in other words, are the anchors for that fact's grounding conditions?' (2016, p. 148). Facts contain, are constituted by, or involve various objects. If a fact contains a social object, then that fact is a social fact.

Grounding facts explain why it is that a certain social fact obtains. Given a social fact F, the grounding facts for F are facts that explain in virtue of what F is the case. The grounding project is a project in explanation. For example, consider the social fact *Barack Obama was the 44th President of the United States*. A grounding fact for this social fact might be: *The fact that Barack Obama's presidency follows George W. Bush's grounds the fact that Barack Obama was the 44th President of the United States*. There could be multiple grounding facts for any particular social fact. Another possible grounding fact might be: *The fact that Barack Obama was the 43rd individual to take the oath of office of President of the United States and Grover Cleveland was President for two non-consecutive terms grounds the fact that Barack Obama was the 44th President of the United States*. Since there may be one or more grounding fact for any given social fact, it may at times be necessary to talk in terms of sets of facts.

The anchoring project is an altogether different kind of project than the grounding project and can be understood as a response to a different question. Whereas the grounding project explains under what circumstances social facts obtain, the anchoring project explains why a given set of grounding facts are the grounding facts for the social fact they ground. The anchoring facts for a set of grounding facts S explain why S has members {X, Y, Z} rather than {U, V, W}. Examples of anchoring facts for the social fact about Barack Obama's presidency include facts about the Constitution of the United States, and in particular facts about Article II, Section One, Clause 8 in which the oath of office is found. Anchors set up the conditions for grounds; they rely on other facts about the social world to account for the grounds for a particular social fact. Conventions, social practices, customs, traditions, agreements, legislative acts, and judicial acts could all possibly factor – either individually or collectively – into the determination of the anchoring conditions for a given set of grounding facts.

3. Social Facts and the Social Practice of Promising

Philosophers of social science have used the term ‘social fact’ in different ways. As such it is important to say a bit more about how I understand and intend to use the term. My intended use can be brought out by example. Consider the following scenario:

Bob is about to fly home to Los Angeles after a weeklong business trip in New York. It has been a stressful week and he just wants to get home. Bob asks his friend Alice if she will pick him up when he arrives. He knows how chaotic Los Angeles traffic can be on a Friday evening and is worried Alice might not be willing to make the trip. Alice, however, is sympathetic and does not mind dealing with the traffic. Sensing how worried Bob is about the situation, she says to him, ‘I promise to pick you up from the airport.’ Bob replies, ‘Okay, great. Thank you.’

The situation just described should intuitively be understood as an example of a paradigmatic case of promising. All relevant felicity conditions have been satisfied (Austin 1979). Alice was not coerced into making her promise, there was uptake on Bob’s part, the promised act is neither immoral nor impossible, and so forth. Given this case, the following fact obtains:

(1) Alice promised Bob she would pick him up from the airport.

There are two reasons for thinking (1) is a *social* fact. First, (1) is a fact about a social interaction that took place *between* two people. It is not about something that happened to two

people as a matter of happenstance, like passing randomly on the street. Alice and Bob interacted with each other in an interpersonal manner. Their joint interaction is inherently social in that each individual played an essential role in their interaction, culminating in Alice's promise to Bob.

The second reason for thinking (1) is a social fact is that (1) invokes a social practice or convention, namely the practice of promising. Following Rawls, I understand a social practice to consist of a constitutive set of rule-like conventions that 'specify certain activities and define certain actions' (2005, p. 344). The central rule in the case of promising concerns the use of the promissory phrase 'I promise to X' and its variants. While we can make promises without having to utter the words 'I promise,' the most straightforward and unambiguous cases of promising do involve the use of this characteristic phrase.¹

One does not have to be committed to a social practice theory of promising to agree with the claim that (1) invokes a social practice. Within the literature on promising, a social practice theorist, or conventionalist, is one who holds that the obligations generated by promises are grounded in the social practice of promising.² These theorists claim that the wrong of breaking a promise is explained in terms of the wrong committed in acting contrary to a just social practice. One can deny that it is the practice that grounds promissory obligations while at the same time recognizing that the social practice exists. Scanlon's (1990) theory of promising is the paradigmatic example of an anti-social practice account of promising since his theory claims that the wrong of breaking a promise is a matter of violating a general moral principle, and is therefore the kind of wrong that can be committed in the absence of any social practice. On this

¹ Scanlon (1990), Watson (2003), and Gilbert (2011) all offer examples of promises that do not utilize the characteristic promissory phrase. I say more on this issue in §4.

² Hume (1978/1739) and Rawls (2005) offer the two most well-known conventionalist accounts. For rejections of conventionalism see Scanlon (1990), Shiffrin (2008), and Gilbert (2011).

account, the wrong of breaking a promise is a matter of failing to perform in accordance with the assurances and expectations generated in others when we act a certain way. The practice of promising plays no essential role in accounting for this wrong. Nonetheless, Scanlon is explicit in his recognition of the existence of the practice: ‘I do not doubt that there is such a thing as a social practice of promising, which consists in the fact that people accept certain norms, which they generally follow and expect others to follow’ (1990, p. 200).

An important thing to recognize about (1) being a social fact is that this suggests that many other facts about promises are social facts than just those involving interpersonal promises. This means that facts about promises to the self might be social facts. This might strike some as rather unintuitive since a promise to the self by definition involves only one person, which seems rather *anti-social*. For example, consider the following fact:

(2) Carol promised herself she would stop smoking.

It is debatable whether Carol can make a genuine, morally obligating promise to herself, one that obligates in just the same way as an interpersonal promise.³ Nonetheless, it is not unintelligible that one could say to themselves ‘I promise to X’ and take themselves, perhaps mistakenly, to be obligated by the promise. The task then is understanding what is going on when Carol makes her promise.

By the first of the reasons considered above, (2) is not a social fact since it is a fact about one and only one individual. The inherent sociality observed between Alice and Bob is absent in

³ Shiffrin (2011) argues that some of the acts we call promises are merely failed attempts at promising that are referred to as promises as a matter of convenience. One might think this is the case with a promise to the self, especially if it is assumed that promising is a strictly interpersonal phenomenon. For defenses of self-promises as genuine, morally obligating promises, see Habib (2009) and Dannenberg (2015).

Carol's case. Along this line of reasoning, we might think of (2) as a private fact rather than a social fact. But by the second line of reasoning, since (2) involves a promise, which in turn depends on the existence of the social practice of promising, (2) is a social fact. This reading of (2) then permits us to use Epstein's framework to gain the desired understanding of Carol's actions.

4. Grounding and Anchoring Promising

Grounding facts are relatively simple to determine in paradigmatic cases of promising like that between Alice and Bob. The aim of starting with Alice's promise to Bob is to identify exactly what it is that we take to be central in an unambiguous instance of genuine promising.

Based on how the case between Alice and Bob has been described, (1) is plausibly grounded by the following:

(3) The fact that Alice uttered the phrase, 'I promise to pick you up from the airport', *grounds* the fact that Alice promised Bob (that she would pick him up from the airport).⁴

This grounding fact explains what happened to make it the case that Alice promised Bob.

Because Alice invoked the social practice of promising when she uttered the promissory phrase 'I promise...', she *promised* to pick Bob up from the airport. From (3) we get the following general grounding fact:

⁴ To emphasize, by starting with what should be agreed to be a genuine promise we rule out the possibility that various complicating factors might be at play, things like coercion, duress, play-acting, etc.

(4) The fact that A uttered a phrase of the form ‘I promise to X’ to B grounds the fact that A promised B (that A would do X).

Grounding facts (3) and (4) may seem trivial or obvious, but it is not always so easy to determine what grounds a promise. The fact that Alice’s promise was made via an explicit utterance of the promissory phrase makes it easy to arrive at grounding facts (3) and (4). However, recognizing that a promise can be made without explicit use of the promissory phrase, (4) fails to explain why such cases involve promises. Consider if Alice had said, ‘I’ll pick you up from the airport. Trust me.’ In this revised scenario Alice has not uttered the promissory phrase, so (4) does not ground Alice’s promise. This is an example of how we might make implicit promises that are promises despite the absence of the characteristic phrase. Scanlon acknowledges such implicit cases:

The function of the expression ‘I promise’ need not be to invoke a social practice with its own special rules, but rather like that of ‘Trust me,’ to indicate my awareness of the nature of the situation and my regard for the general moral fact that it would be wrong for me to behave in a certain way. (1990, p. 211)

While Scanlon’s primary concern is over what obligations we have to others when we act in certain ways that give rise to expectations about our future actions, he is getting at something intuitive about promising. There is more than one way to make a promise and the characteristic phrase ‘I promise...’ is not necessary to make a promise. For this reason it would be helpful to

have a general schema for explaining the circumstances under which a promise has been made. We need a grounding fact even more general than (4).

The grounding fact we are after needs to be general enough that it grounds both explicit and implicit cases of promising. We need to identify what is common between both kinds of cases. If we agree that promises can be made in many ways, we can take a step back and consider what is fundamental to both kinds of cases and why we think that both are cases of promising. One approach we can take is to consider the functional role promising plays in our lives.⁵ In asking why we make promises and why we want others to make promises to us, we can identify what is distinctive about promising and better understand why certain actions are constitutive of promising.

We have a desire that is satisfied by promises. This is the desire to be comforted by receiving a certain kind of assurance. Assurance comes in many different kinds, which, as Scanlon (1990, p. 206) puts it, can be distinguished based ‘on the content of the expectations it can support.’⁶ The kind of assurance one might get out of mere testimony is something altogether different from *promissory assurance*, by which I mean the kind of assurance delivered via a promise. Testimony is a means by which I can transfer information to you about my future course of action by simply telling you what I plan to do at some future time. I do not have to make a promise to you to communicate this information. Certainly, if I do tell you what I plan to do at some future time, but then fail to follow through, it would be reasonable to think that I have done something wrong, perhaps because my words have led you to form some false belief. But

⁵ Owens (2012) also takes up the issue of the function of promising.

⁶ See also p. 222 for a brief discussion on the value of assurance.

whatever the nature of this wrong is, it is distinct from the wrong of breaking a promise.⁷

Additionally, when one makes a promise, they are clearly communicating something more than a mere intention. So, promises provide something more than assurance based on mere testimony.

More can be said on this distinction between kinds of assurance. As a baseline, or minimal level of assurance, I have in mind the kind of epistemic warrant provided by testimony. Consider Burge's Acceptance Principle: 'A person is apriori [sic] entitled to accept a proposition that is presented as true and that is intelligible to him, unless there are stronger reasons not to do so, because it is prima facie preserved (received) from a rational source, or resource for reasons' (1993, p. 469). Burge refers to this entitlement as a default epistemic position. As rational agents, absent some other grounds for doubt, we are epistemically entitled to accept as true the information we receive from other rational agents. No doubt in certain circumstances there might be reason to question a speaker's sincerity. But absent those reasons, according to the Acceptance Principle, we are warranted to rely on the speaker's word. This warrant to rely grants a minimal level of assurance.

Just as there might be reasons for doubting a speaker's sincerity, there might be reasons to trust a speaker beyond those afforded by the Acceptance Principle. For example, the testimony of an independent, corroborating speaker provides that much more reason to believe the information presented. In this sense, the *degree* to which the hearer is actually assured can vary. The degree to which the hearer is assured need not depend on there being multiple speakers or sources as a single speaker can provide assurance to varying degrees. For example, consider the ways in which I might inform you of my plans for the evening. I could tell you, 'I

⁷ Consider the difference between Scanlon's (1990) principle of due care, *Principle D*, and his principle of fidelity, *Principle F*. It is equally wrong to violate each principle in the sense that each is a moral principle that no reasonable person would reject. But the two principles characterize two different wrongs.

want to go to the party tonight, but I am not sure if I am up to it.’ Or simply, ‘I am planning on going to the party tonight.’ Or even more directly, ‘I will be at the party tonight.’ The degree of assurance provided by my statements increases with each example. But now imagine I tell you, ‘I promise I will be at the party tonight.’ With my promise the nature of the assurance takes on a whole new character; it is a different *kind* of assurance.⁸

Watson (2003) provides a helpful account of this distinction between testimony and promise. Note, first, that Watson operates with a narrower conception of testimony than Burge, specifically *assertion*. Watson starts by pointing out that ‘A core idea of assertion is the idea of putting something forward as true’ (2003, p. 58). However, we can ‘put something forward as true’ without asserting. If I tell you, ‘I bet I will be at the party tonight’, I am putting forward as true that I will be at the party, but I am not asserting that I will be there. For Watson, ‘To assert that P is, among other things, to endorse P, to authorize others to assume that P, to commit oneself to defending P, thereby (typically) giving others standing to criticize or challenge what one says’ (2003, p. 58).⁹ The same cannot be said about guessing or betting that P. According to Watson’s notion of assertion, when one asserts that P one undertakes justificatory responsibility for P. ‘Saying that P in this more robust sense involves one in a collective enterprise, in which one is responsible for responding in appropriate ways to relevant conversational developments’ (2003, p. 58). What is it exactly that one is responsible for when asserting P? The truth of P. When asserting we commit ourselves to the truth of what we assert. The case is quite different when we promise, though. Promises involve a *commitment of the will*, such that when I promise

⁸ See also Shiffrin (2008, pp. 502–508) for a discussion on the difference between promises and statements of intention.

⁹ In this quote and the next I have modified the variables used in the original source in order to maintain stylistic consistency with the rest of this paper.

that I will be at the party I am committed to making it true that I will be at the party (Watson 2003, p. 61).¹⁰ In other words, with the promise to P comes the onus to make it true that P.

The degree to which a hearer is assured by a speaker's words varies depending on factors including speaker reputation, corroboration, and the nature of the speech act. Certainly, relational factors between speaker and hearer, like the level of intimacy or years of history between the two parties, are also relevant. But when a promise is made a change occurs in the *kind* of assurance offered. This is due to the change in commitment expressed by a promise. When A promises X to B, A commits his or her will, thereby communicating to B that A's word can be relied on (Thomson, 1990) and that A is responsible for making it the case that X. It is this commitment (to being the one to make it true that X) that is expressed via the promise, and that normatively distinguishes promissory assurance from the kind of assurance provided by testimony. So, assurance can be distinguished according to both kind and degree.

Since we can assure one another without going as far as promising, promises are distinct from assurances. The practice of promising enables us to efficiently provide assurance in a way that gives rise to particular expectations. This is seen when we consider what happens both when we make promises and when we desire that promises are made to us. Promises are playing a special societal role when they are made. They are, as Shiffrin puts it, *conversation stoppers* (2008, p. 506). If it were enough for me to tell you what I am going to do at some future time, then promises would be altogether unnecessary. Promises are necessary, however, at least insofar as they are needed to facilitate meaningful relationships between both intimates and strangers. A's promise to B signifies A's involvement in, and commitment to, the promised

¹⁰ See Moran (2005) for a view of assurance that is similar to what Watson (2003) has in mind with promising. It is widely recognized that promises involve a commitment of the will. How exactly this works, or is even possible, is another issue, and one that has received considerable attention in the literature on promising dating back to Hume (1978/1739).

action. Promises help both with the management of existing relations and with the forming of new relationships (Shiffrin 2008). Among intimates, promises can provide that extra bit of assurance that is needed to convince a partner that their interests are taken seriously. Between strangers, a promise can be used to signify that trust and reliance are warranted. Statements of intention and other forms of testimony fall short in this regard as they neither convey the right kind of assurance nor generate the right kinds of obligations. Promises provide individuals with different interests an effective means of coordinating plans for the future.

Recall Alice and Bob and observe *promissory assurance* in action. Three things happen when promises are made. First, when Alice promises Bob that she will pick him up from the airport she is attempting to generate an expectation in Bob about her future actions. Specifically, the expectation is that she will be the one to pick him up, thereby making it true that she will pick him up. Bob wants to be able to expect that Alice will be there to pick him up. Otherwise, Bob might find himself stranded at the airport. Second, Alice believes that Bob wants to be assured that she will pick him up, and that she is committed to doing so. This assurance is tied to the expectation. Since Bob wants to be able to reliably expect that Alice will pick him up, he wants sufficient assurance that she will follow through on her claim. Finally, Alice's utterance of the promissory phrase is performed with the aim of providing Bob with this assurance. This example demonstrates how promissory assurance factors into the picture from the perspectives of both the promisor and the promisee. Promisors have a desire to communicate an intention to promisees that *assures* the promisee with respect to the promisor's future actions and relevant commitments. Additionally, promisees want to be assured in this way. Promising is a social practice that functions to efficiently communicate these desired assurances.¹¹

¹¹ Scanlon (1990, p. 214) also notes the 'economic' role of the practice of promising.

From the above considerations we can abstract a promissory schema that captures what is going on in both explicit and implicit instances of promising.

Schema P: For all agents A and B, and all actions X, if (i) A voluntarily and intentionally attempts to lead B to expect that A will do X (unless B consents to A's not doing X); (ii) A believes that B wants to be assured of this; and (iii) A acts with the aim of providing this assurance, then A promised X to B.¹²

Schema P does two things. First, it characterizes the functional role of the practice of promising. Conditions (i) through (iii) of Schema P illuminate what it is to make a promise. The practice of promising provides us with an efficient means of satisfying those three conditions. When one individual says to another, 'I promise to X', the first individual's use of the promissory phrase functions as a proxy for actions that would otherwise be necessary to satisfy the antecedent conditions of Schema P. Schema P explains both what role the practice of promising plays in our society and what is being done when one makes use of the promissory phrase. Second, Schema P can be used to arrive at a general grounding fact for social facts about promising. In addition to the narrow scope

(4) The fact that A uttered a phrase of the form 'I promise to X' to B grounds the fact that A promised B (that A would do X)

¹² Schema P bears superficial resemblance to, and was inspired by, Scanlon's famous *Principle F*. The difference is considerable, though. *Principle F* is a general moral principle that is meant to ground promissory obligations. Schema P makes no moral claims, but rather is meant to explain what a promise *is*.

which only accounts for explicit uses of the promissory phrase, we now also have:

(5) The fact that A satisfied the antecedent conditions of Schema P (relative to agent B and action X) grounds the fact that A promised X to B.

Grounding facts (4) and (5) are both general grounding facts for social facts about promises, with (5) being more general since the promissory phrase in (4) functions to efficiently satisfy the antecedent conditions of Schema P. To understand why it is that the promissory phrase functions in this way we need to turn to Epstein's anchoring project.

The anchoring conditions for grounding facts (4) and (5) pose an interesting problem which is brought out with the following questions: Why does the phrase 'I promise...' mean anything to us? Why does uttering 'I promise to X' make it the case that a promise has been made? To answer these questions, consider that anchoring conditions can be determined by any of a number of different factors, and which of those factors might be at play when it comes to promising. There is a practice of promising that exists and is observed in our society. Unfortunately, the practice of promising is not formalized or codified as in the case of our legal practices. There is no 'rule book of promising' that we could have turned to in search of the grounding facts just discussed. Instead, promising is something more like a social custom or tradition that we take part in. But what is relevant here is that we do observe this practice within our society. This is what anchors grounding facts (4) and (5): the fact that *the practice exists in our society*. This is what makes it the case that the satisfaction of the antecedent conditions in Schema P are constitutive of promising. If, say, we were in a state of nature where there was no already existent practice of promising, then satisfying the antecedent conditions of Schema P

would *not* amount to promising.¹³ Where the practice does not exist, there are no anchors to put in place the grounding facts I have proposed for promising.

5. Putting the Promissory Schema to Use

The grounding and anchoring distinction has been utilized to help develop a better understanding of the practice of promising. Given the present understanding of social facts, facts concerning non-standard cases of promising should be explained by the grounding facts I have developed. Let us return to the case of a self-promise and observe the explanatory benefit of Schema P.

It is commonly understood that when a promise is made between any individuals A and B, B can release A from the promissory obligation but A cannot release A from the obligation. Consequently, genuine promises to the self are deemed impossible since a contradiction arises in these promise cancellation conditions. When one attempts to make a promise to oneself, that individual takes the place of both A and B, resulting in the contradiction that A can release A from the promissory obligation and A cannot release A from the (same) promissory obligation. This result strikes some as counterintuitive. We seem to make promises to ourselves all the time in the form of New Year's resolutions, pledges of sobriety, and vows of abstinence.¹⁴ Even if we consider resolutions, pledges, and vows to be phenomena distinct from promising, the idea that

¹³ It is important to clarify that I am neither arguing nor suggesting that promising is impossible in the state of nature. Shiffrin (2008, pp. 521–522) argues explicitly against such a claim, while Scanlon's (1990, p. 201) state of nature case can be read to suggest the opposite. In Scanlon's case, two individuals in the state of nature manage to enter into a promise-like arrangement. When one of the parties violates the arrangement, Scanlon claims the violation is 'no less wrong' than that of breaking a promise. Both wrongs violate general moral principles, but not the same principle since *Principle F*, which grounds promissory obligations, is not the principle that is violated in the state of nature.

¹⁴ Often times, perhaps even paradigmatically, we publicly announce that we have made these resolutions, pledges, and vows. The forming of the self-directed commitment comes prior to the announcement, though, and the public announcement is not necessary for one to take seriously that they have so resolved, pledged, or vowed. For more on vows in particular, see Fruh (2019).

we cannot make promises to ourselves still strikes some as odd. It seems I can sincerely say to myself, ‘I promise to lose ten pounds by the summer’, and take that self-promise to be a motivating factor that commits me in my efforts to lose weight, just as if I had obligated myself to another via an interpersonal promise.¹⁵

Setting aside the promise release concern, Schema P explains what is going on when one makes a promise to oneself. Recall Carol, her promise to herself that she will stop smoking, and the following fact.

(2) Carol promised herself she would stop smoking.

We can use the general grounding fact (5) to explain why (2) obtains. Consider what happens when Carol makes her ‘promise’ and determine whether her actions satisfy the antecedent conditions of Schema P. Wanting to kick the habit, Carol forms an intention to stop smoking and commits herself to that goal. This is a voluntary and intentional attempt to lead herself to believe she will stop smoking. Furthermore, it is safe to assume that she is sincere in her efforts to convince herself to stop. Finally, her forming of an intention to stop smoking is an attempt to assure herself that she will stick to her commitment. Therefore, conditions (i) through (iii) of Schema P are satisfied and it follows that Carol has made a promise to herself. She wants to kick the habit, and her promise to herself helps assure her that she can do it. Whether or not it is possible for Carol to commit a moral infraction by taking up smoking again is a separate issue, something independent of the fact that she has made a promise. The fact that Carol satisfied the antecedent conditions of Schema P grounds the fact that Carol made a promise to herself.

¹⁵ Of course, in the case of a self-promise, no overt action like the actual utterance of the promise is required.

6. Misinterpreted Promises

Since promises can be made implicitly, audiences may at times mistakenly take speakers to make promises, even though the speakers have no such intention. This misinterpretation of the speaker's actions might happen for a variety of reasons. For example, Alicia could be deeply concerned about some personal matter, and as a consequence desire that Bernie do X for her. Bernie may sympathize with Alicia's situation, and express a genuine intention and desire to help her out by doing X. But, due to Bernie's other commitments, he deliberately stops short of promising Alicia that he will do X. Due to the stress of the situation and a bit of wishful thinking, Alicia could understandably yet mistakenly take Bernie's actions to constitute a promise to do X.

These situations, I suggest, are not uncommon, especially among intimates. Within well established relationships, as in the case of romantic partners, it is reasonable for one individual to make certain assumptions about what their partner will or will not do based on past interactions. Despite being justified in making such assumptions, we nevertheless make mistakes. These mistakes can lead to hurt feelings, embarrassment, and attitudes of resentment, all of which threaten to do damage to the relationships we hold most dear.

The aim of this section is to show that Schema P can be used to shed light on both why it is that these are arguably not cases of promising, but also why the mistaken party might reasonably have interpreted a speaker as having made a promise. Consider the following scenario involving a disagreement over whether or not a promise has been made.

Harry and Elize have been in a committed relationship for a number of years. Elize receives an unexpected phone call informing her that her best friend's mother passed

away unexpectedly. Elize is distraught and emotional. She is both worried about her friend and reeling from the loss of someone who was like a mother to her. Elize's friend lives a few hours away, so it is not an easy task to stop by for a visit. In an effort to help Elize through her pain, Harry suggests the two cancel their weekend plans and make the drive to visit Elize's friend on the coming Saturday. When Saturday arrives, Harry backs out of the couple's plan claiming he is "too busy." Elize objects, "But you promised we'd make the trip to see my friend today!" Harry responds, "I'm sorry you're disappointed, but I never actually *promised* we'd go. You can make the drive yourself if you want."

I take it for granted that similar situations are common, especially among intimates, and that it is easy to imagine the subsequent argument that might break out between Harry and Elize. We can set aside questions concerning whether or not Harry is justified in backing out of the couple's plan. What I want to focus on is the matter at the heart of the disagreement. Elize believes Harry has made her a promise and her protestation is her way of demanding that Harry follows through on what he has promised. And even though Harry may be callous in this instance, I nonetheless find his line of defense intelligible. That is, independent of whether we agree with his reasoning, we can understand why he thinks "I never promised" is a valid excuse for his actions.

My promissory schema offers a way of understanding this disagreement. From Elize's perspective, she has good reasons for interpreting Harry as having made her a promise. Given that the two have been together for a number of years, Harry presumably cares deeply for Elize and felt that it was important to find a way to help her through this difficult time. When Harry

came to provide comfort for Elize in her heightened emotional state, he acted in ways that can reasonably be understood as satisfying the antecedent conditions of Schema P. Harry voluntarily and intentionally led Elize to believe he would drive her to see her friend, and it is natural to think that Harry believed Elize wanted to be assured they would make the trip. It is also reasonable to interpret Harry's actions as being aimed at providing Elize with the requisite assurance. Accordingly, Elize appears to be justified in taking Harry to have promised.

Harry, too, can point to Schema P as part of his defense that he did not make Elize a promise. Harry might argue, for example, that his actions did not satisfy the third condition, namely that he acted with the aim of providing Elize with the assurance that he would be the one to make it the case that they drove to see her friend. Instead, Harry might claim that he was merely trying to help Elize through her moment of loss. Again, while we might not be swayed by Harry's argument, we can turn to Schema P and at least come to understand why he thinks he did not make a promise. And should Harry and Elize choose to get to the heart of their disagreement and work to make sure such misunderstanding do not crop up in the future, they could turn to my promissory schema to understand what can be done differently such that one does not lead the other to form mistaken (but reasonable) expectations. If the two were to evaluate their disagreement through the lens of Schema P, Harry might come to realize he is mistaken, and that he would come off as cold and uncaring if he were to stand firm to his defensive explanation of what kind of assurance he was trying to provide.

I will set aside for now the question of which party is correct. If Harry is correct and he did not in fact make a promise, then Elize has mistakenly interpreted his actions as promising. If Elize is correct, then Harry has misinterpreted his own actions, and he fails to realize that he has in fact made a promise. What I hope we can abstract away from these cases is the lesson that we

should be sensitive to the ways in which our words and actions can give rise to certain performance-based expectations in others, and I believe that my promissory schema can go some ways towards helping us navigate this terrain.

7. Conclusion

In taking an ontological, rather than ethical, approach to the subject of promising we have been able to develop a promissory schema that characterizes the practice of promising. Schema P and the general grounding facts for facts about promises can help us understand exactly how and why it is that promises are made. Additionally, because my account takes any fact that involves a promise to be a social fact and therefore understandable in terms of Epstein's framework, I have been able to offer a means of explaining non-standard cases of promising that have not received as much attention in the predominant literature on promising.

Schema P also points towards an avenue for future research as it directs our attention to the role that assurance plays in promising. It claims that a voluntary and intentional effort to provide a certain kind of assurance results in a promise, and this holds even if the act in question is immoral. This suggests an all-things-considered understanding of promissory obligations might be in order, one that recognizes the normative import of the promisor's actions even in otherwise immoral circumstances. Schema P reminds us we need to be sensitive to the ways our actions can give rise to expectations in others.

Chapter 2: The Problems with Sexual Promises

1. Introduction

Sexual promises are problematic. If they are morally obligating promises, then associated with sexual promises are promissory obligations to perform the promised act. This, however, conflicts with our attitudes about sexual autonomy. If Jane promises John she will have sex with him, but later changes her mind, she is free to do so. It would be wrong of John to demand performance – in this case, sex – of Jane on the basis of her promise. Yet, as several philosophers have argued, sexual promises do generate typical promissory obligations (Anderson 2013; Liberto 2017; Carnegy-Arbuthnott 2020). Hence, the problem.

Hallie Liberto (2017) argues that the problem with sexual promises is not that they are morally obligating, but rather that they are qualitatively over-extensive. That is, while there is nothing otherwise problematic about promising to perform a sexual act (e.g., the content of the promise is not immoral), the promise transfers inappropriate discretionary authority to the promisee. Essentially, Jane's promise to John authorizes John to be the one to decide whether or not Jane will have sex with him. But given the importance of one's sexual autonomy, Liberto argues that John ought to reject Jane's promise, or, failing that, release Jane from her promissory obligation as soon as possible.

I have two aims in this chapter. First, I will identify two additional problems with sexual promises not yet recognized in the literature on promising. While these problems provide additional support for Liberto's conclusion that sexual promises ought to be rejected, I will argue that since these problems pertain to the promissory obligations associated with sexual promises, they pose trouble for any account of promising that takes sexual promises to be morally obligating, even when there are overriding moral considerations that permit non-performance.

Second, in light of these problems, I will offer an account of sexual promises according to which such promises do not generate promissory obligations. I will argue that sexual promises are made within a justified suspended context within which the usual norms of promising do not apply.

I begin in section 2 by discussing Hallie Liberto's views on sexual promises. In section 3 I explore the moral remainder that results from a broken promise and lay the groundwork for problems I will raise. Then, in section 4, I identify two problems with sexual promises previously unrecognized in the literature on promising. Briefly, the moral remainder following a broken promise results in an unequal standing between the promisor and promisee, and threatens to reenforce pernicious imbalances between sexual partners. I first explain how sexual promissory obligations can function as silencers. Then I explain what is especially problematic about the *sense* of obligation that results from the moral remainder, and I illustrate the problem through a discussion of cases of acquiescence to otherwise unwanted sex. In section 5 I consider an alternative solution to these problems and state why I find it unsatisfying. I conclude in section 6 by offering an understanding of sexual promises that avoids the aforementioned problems.

Before proceeding, some preliminary remarks are in order. First, sexual promises come in two kinds, positive and negative. Positive sexual promises are promises to perform a sexual act. Negative sexual promises are promises to refrain from certain sexual acts. A familiar example of the latter is a monogamy vow. While Liberto believes both kinds of sexual promises are problematic for the same reason, at present I am concerned only with positive sexual promises. Second, the problems I identify with sexual promises will arise no matter the gender, sex, or sexual identities of the parties involved. As a contingent, historical matter, however,

these problems are most clearly identified in cases where a woman promises sex to a man, so I will proceed with such a scenario as the focus of my discussion. Finally, a separate but related issue that looms in the background is the question of whether positive sexual obligations are possible at all, whether as a result of a promise or otherwise. Since my concern here is to argue that it is problematic *if* such obligations result from sexual promises, this more general issue about sexual obligation is outside the scope of this paper.¹⁶

2. Liberto on Sexual Promises

Hallie Liberto asks us to consider the following case, which will recur throughout this paper:

Take John and Jane, young adults in college. Enthusiastic about John's upcoming football game, Jane promises John that she will have sex with him after the football game if his team wins, as an incentive for him to train harder and perform his best in the game. I call this case *Football Game*. John's team wins. Would it be permissible for John to hold Jane to her promise, even if she no longer wants to have sex with him? This seems problematic. Most of us will think that he ought to release her from the promise. Indeed, as soon as the promise is uttered, and if John wants to have sex, John could respond, "I hope you do have sex with me, but I'm not going to hold you to that." Most of us think that this would be the decent thing to say. (2017, p. 384)

¹⁶ For more on this topic see Anderson (2013).

Despite the widely held view that Jane is free to change her mind about having sex (and that John should not object to her doing so), Liberto argues that Jane's promise generates a moral obligation. All familiar felicity conditions are met: the promise is not coerced, the content of the promise is not immoral, Jane's utterance of the promise is sincere, should John's team win both Jane and John will take Jane to be obligated, etc. As such, Liberto concludes that there are no structural or contextual features of the speech act that would invalidate Jane's promise (2017, p. 387). Furthermore, consistent with contemporary views on promising, Liberto understands the promissory obligation associated with Jane's promise to be a directed obligation. It is the directedness feature of the promissory obligation that explains why Jane owes John performance of the promised act.

According to Liberto's preferred model of promissory obligation, the authority model, when Jane promises John, she confers to John certain decision-making powers.¹⁷ The general view on this model is that in promising, a promisor transfers discretionary authority to their promisee. Through this transfer of authority, the promisee obtains the moral right to be the one to decide whether or not the promisor will follow through on the promise. Correlated with the promisee's right is the promisor's duty to perform. Thus, honoring a promissory obligation involves substituting another person's discretion for one's own. In promising to x, a promisor commits to doing x unless the promisee decides against her doing x. Sometimes, however, there are going to be situations where it would be inappropriate to substitute one's discretion (i.e., decision making authority) for another's. There are going to be some promises whose content is qualitatively objectionable: they involve a transfer of discretionary authority that is not the right type to be arbitrated by another person. These are among the promises that Liberto identifies as

¹⁷ Liberto claims that her arguments do not depend on the truth of the authority model, and that Jane's sexual promise is also obligating on expectation, reliance, and trust models of promissory obligation (2017, pp. 386-390).

over-extensive, and Jane's sexual promise is among them. Our sexual autonomy is such a crucial component of our well-being that it would be inappropriate to transfer authority concerning these matters to another. Promisees stand to harm themselves by making over-extensive promises, since they ought not surrender their discretionary authority concerning such matters.

Even though Liberto finds the content of Jane's promise inappropriate in this sense, since she otherwise maintains that Jane's promise is morally obligating, she argues that the solution to the problem with over-extensive promises rests with their recipients. She writes, "The content of an over-extensive promise is objectionable in such a way that it provides us an obligation to refuse the offered promise or, failing that, to subsequently release promisors from the promissory obligation that they have incurred by making the promise" (2017, p. 395). Consequently, John ought to reject Jane's promise (so Jane does not become obligated to have sex in the first place), or failing that he ought to release her from her promissory obligation as soon as possible. However, if promisors like Jane are morally bound by their sexual promises – even despite overriding moral considerations – then unacceptable consequences result, notwithstanding the promisee's obligations. Liberto may be correct when it comes to John's obligations, but for reasons I will present in section 4, there are serious problems with Jane's obligation. Before presenting these problems, however, it is important to discuss the moral remainder that lingers when a promise is justifiably broken.

3. The Moral Remainder

One of the conventions of promising is that if a promise is broken, the promisor needs to do something to make it up to the promisee. The promisor must do so because, in failing to make good on their promissory obligation, the promisor has wronged the promisee. This much is

made clear to us as children. When a parent promises to take their child for ice cream after school, but then reneges, say, due to a pressing work deadline, it is easy to imagine the following exchange. Child: “But you promised!” Parent: “I know, I’m sorry, I’ll make it up to you.”

Since promissory obligations are directed obligations, the promisor’s performance of the promised act is owed to, and in a sense owned by, the promisee. What exactly the promisor must do will vary due to a variety of factors, including the nature of the relationship between promisor and promisee and the content of the promise. In some situations, a simple apology and an explanation may suffice to make things right. Other times something more may be called for, like an effort to make it up to the promisee or, if possible, to perform the originally promised act at a later date. Consequently, there is an imbalance between the two parties: the promisor incurs a moral debt that must be paid to bring the two parties back to a position of equal standing. It is this debt that I refer to as the *moral remainder* that follows the breaking of a promise.

The moral remainder results from a broken promise even if it is, *all-things-considered*, permissible to break. To illustrate this, consider the following two cases.

Car accident: Alice promises Bethany that she will meet her for lunch at noon. While driving to meet Bethany, Alice is in a car accident which delays her long enough that she misses her lunch date. Consequently, Alice breaks her promise.

Drowning child: Alice promises Bethany that she will meet her for lunch at noon. While on her way to meet Bethany, Alice passes by a lake and spots a drowning child. Since no one else is around, Alice feels compelled to jump into the lake to save the child. In doing

so, Alice is unable to make it to her lunch date, and as a consequence she breaks her promise to Bethany.

Intuitively, we think that it is permissible for Alice to break her promise to Bethany in both cases. In the first case, being in a car accident is an exceptional circumstance, and the practical reasons Alice has to tend to it are significantly weighty, such that they arguably override or outweigh the moral obligation Alice has to meet Bethany for lunch. In the second case, the moral demand to save a child seems weightier than the moral demand to satisfy a promissory obligation and, consequently, the former demand overrides Alice's demand to keep her promise.

Nevertheless, despite it being permissible, *all-things-considered*, for Alice to break her promise to Bethany in each of the above cases, it still seems that, at the very least, Alice owes Bethany an explanation and an apology. The moral remainder explains this intuition: there is still something bad about Alice's failing to satisfy her promissory obligation. What is bad is that Bethany is not given what she is owed. Because Bethany and Alice are friends, and Alice is not morally culpable for breaking her promise, it seems that a simple and sincere apology may be all that is needed to make things right (i.e., to discharge Alice's moral debt).

However, this will not always be the case. For example, suppose that it is not *all-things-considered* permissible for Alice to renege on her lunch date with Bethany and that the lunch date was planned to commemorate the anniversary of the passing of Bethany's mother. In this case, Bethany may feel that she has been significantly wronged by Alice's broken promise, and Alice may need to do much more to make things right. In this case, performance of the originally specified act is not even possible since the anniversary will have passed, so the remedy cannot involve simply fulfilling the original promise at a later date. Furthermore, if the situation

were one where the relationship between the two was not as well established, Alice's broken promise might do damage to her reputation in Bethany's eyes, and more may be needed from Alice to both make it up to Bethany and to show that she can be trusted to keep her future promises. Nevertheless, the main point is this: a moral remainder follows a broken promise whether or not it is *all-things-considered* permissible to break.

For present purposes, what is significant about the moral remainder is the situation that results when the moral debt has yet to be paid. So long as the imbalance between promisor and promisee exists, the moral remainder entitles certain attitudes and actions on the part of the wronged promisee. The promisee has standing to rebuke the promisor. This licenses the promisee to call the promisor out for the latter's failure to make good on their promissory obligation. Even if the wronged promisee chooses not to say or do anything about the broken promise (perhaps because they are just not bothered by the broken promise), the moral remainder may yet place pressure on the promisor. We can imagine, for example, that Bethany is indifferent to Alice's broken promise to meet for lunch because Bethany is a busy person and was otherwise grateful to have that hour to get some work done. Alice may nevertheless feel genuinely remorseful for her failure to meet her obligation, and worry that Bethany will think less of her in the future. The moral remainder, then, may pressure Alice to act in a misguided or supererogatory manner because she believes she is compelled to out of a sense of duty to make things right. It is these features of the moral remainder that contribute to the problems with sexual promises that I now turn to.

4. Two New Problems with Sexual Promises

If Jane's promise to John is a morally obligating promise, then there is a sense in which Jane owes John performance of the promised act, which, in this case is sex. This sense of obligation persists even if, all-things-considered, Jane is not morally obligated to perform. This result is at odds with the widely accepted attitude that sexual autonomy is inviolable. Whether you are the celibate priest, the sex worker, or anyone in between, control over our sexual lives is of paramount importance to us (Dougherty 2013). This is exactly why Liberto finds positive sexual promises to be qualitatively over-extensive, and why she argues that John ought to release Jane from her obligation. But independent of Liberto's analysis of over-extensive promises, we think that Jane can permissibly renege on her promise should she change her mind. Doing so, however, leaves Jane with a moral deficit. There is a moral remainder on Jane's part in virtue of her renegeing on her promise, which leads to an unequal standing between Jane and John. This unequal standing is problematic for two reasons.

First, though this is by no means the most harmful consequence, is that the promissory obligation serves as a silencer. Austin (1962) showed speech can perform more actions than the familiar linguistic ones and that there are things we can *do* with words. But sometimes our speech acts misfire and we fail to perform the intended action. This happens because some felicity condition is not satisfied. One of the ways our speech acts can misfire is if we are silenced: we say the right words or phrase, but fail to perform the action we intended with our utterance because for one reason or another our audience fails to provide uptake. Rae Langton (1993) calls this kind of silencing 'illocutionary disablement'. When one is illocutionarily disabled, their speech acts misfire and the authority of their words vanish. "When one speaks, one utters words, and fails not simply to achieve the effect one aims at, but fails to perform the

very action one intends” (Langton 1993, p. 315). Examples of this kind of silencing are unfortunately common in sexual encounters between men and women. We are all too familiar with the cases in which a woman’s utterance of “No” misfires because of a lack of uptake on the man’s part. Promissory obligations in the case of sexual promises can contribute to a failure of uptake.

To see how, consider how a possible continuation of Liberto’s *Football Game* case might play out:

Later on in the evening, after John’s team wins the game, Jane and John are back in John’s dorm room. John, in a celebratory state, starts to initiate sexual relations with Jane. But Jane resists John’s advances and pushes him away. John asks, “What’s wrong?” to which Jane replies, “No, I’m not feeling well, not tonight.” John responds, “But you promised...”

Jane attempts to exercise her sexual autonomy by telling John “No”. But by recalling her prior promise, John denies Jane his uptake, and her utterance of “No” fails to have the intended effect.¹⁸ Instead, John insinuates that Jane owes him performance and that she is not permitted to back out of their prior agreement. He sends the message that *no* is not an option. At this moment Jane has been silenced. Jane’s promissory obligation to John seems to give John grounds to deny uptake of Jane’s utterance, thereby preventing her words from having their intended effect. To be clear, Jane’s *assertion* of “No” – that she does not want sex – is being

¹⁸ I am proceeding as though John is serious when he recalls Jane’s promissory obligation. Still, if John’s remark were intended in a “playful” manner I would find it no less problematic as such an attitude would fail to respect Jane’s sincere denial of his sexual advances.

registered, but it is being countered or challenged by John. It is Jane's *performative utterance* of cessation that is being silenced.

Furthermore, Jane may plausibly interpret John's remark as a reminder of her obligation. This reminder could very well lead Jane to reconsider the situation and ultimately give in to something she does not want to do. This brings me to the second problem with sexual promissory obligations.

Imagine now that despite Jane's having said "No" and her desire not to have sex, as a result of John's invocation of her putative promissory obligation, Jane relents and has sex with John. Even though she does not desire to have sex with John, under pressure from John's recollection of the promissory obligation, Jane reluctantly acquiesces and has sex. Now the modified *Football Game* case becomes a case of *rape by acquiescence*.

The concept of rape by acquiescence is described by sociologist Kathleen Basile (1999) in her analysis of interviews with forty-one women who described their processes of acquiescence to unwanted sex in long-term relationships. She suggests that the concept is plausibly rooted in the antiquated idea that a husband cannot rape his wife. In contrast to more clear-cut cases of forced or coerced sex, Basile writes,

It is harder to assign a name to experiences of unwanted sex where there is no physical force and no lack of consent. Begging, bothering, pressuring, or manipulating in some way the actions of your partner all fall into the subtle realm of coercion without being clear-cut enough to qualify as rape [...] The unwanted sex that occurs in these relationships happens as a result of the wife's acquiescence, and it is often never known to anyone, even her husband, that the sex was undesired. These kinds of sexual relations

sit in the gray area that most women define as the inconveniences of being married.
(1999, p. 1039)

More succinctly, Basile defines rape by acquiescence as “any unwanted sexual contact that a woman gives in to with a husband or partner” (1999, p. 1040).

When John reminds Jane of her promissory obligation, in addition to silencing her, he impresses upon her the sense that she has a duty to fulfill. Because of the psychological pressures brought on by this sense of obligation, it is not important whether Jane has an all-things-considered duty to perform what she has promised. Rather, what is important is her having a *prima facie* duty, which in virtue of having promised, is enough to stymie her rejection as it exerts pressure and shifts the burden of persuasion. We should find it problematic if our moral theories provide John with the grounds for claiming that Jane has a duty that can only be satisfied by having sex. Evidence of the harmful nature of this pressure is found in Basile’s analysis. Three quarters of the women interviewed “said that they sometimes had sex in their relationship because of a perceived wifely duty”, and a third of the women interviewed said they took this *perceived duty* “as the main reason they had unwanted sex” (Basile 1999, p. 1047).

A promissory obligation in the case of a sexual promise can also be utilized as a tool of manipulation. One of Basile’s respondents described her experience with a manipulative boyfriend as follows:

I was sort of nudged and then pestered and, never like pinned down and forced but it was easier to just give in than to have to deal with this guilt tripping and nudging and pestering and poking and you know, all this kind of thing that would just go on and on

and on and I would just want to go to sleep, or get out of this situation or whatever.
(1999, p. 1048)

If we recall that Liberto's Jane and John are young college students, it is not difficult to imagine a version of the *Football Game* case where John exploits Jane's promissory obligation in a similarly manipulative manner. To be clear, the coercive situation I am describing is not what gave rise to Jane's promise to begin with, so it would be a mistake to think the coercive act invalidates the promise and prevents the promissory obligation from coming into existence in the first place. Rather, I am trying to illustrate the ways in which the existence of sexual promissory obligation can contribute towards subsequent situations of coercion. This potentially manipulative, coercive threat that is posed by the promissory obligation provides all the more reason to reject sexual promises. While these novel problems with sexual promises lend further support to Liberto's conclusion that such promises ought to be rejected, this threat prompts reconsideration of *any* account of sexual promises according to which such promises are morally obligatory.

5. An Alternative Solution to the Problems with Sexual Promises

I now want to explore an alternative solution to the problems I have raised with sexual promises. This solution maintains that promisors have an obligation not to make sexual promises in the first place. Towards the end of her discussion of over-extensive promises, Liberto gestures towards such a solution, though the issue is neither explored nor defended (2017, p. 403). She merely raises the point that, if we have self-regarding duties, then promisors stand to wrong themselves when they make an over-extensive promise. This is because the over-

extensive promise transfers to the promisee decision making authority that should rest only with the promisor. We can, however, take a different approach in exploring whether or not promisors like Jane are obligated not to make sexual promises in the first place.

Alida Liberman (2019) offers a framework for evaluating the conditions under which promise making is morally permissible. She suggests that four criteria need to be met. First, the content of the promise must be morally permissible. Second, the promise must not be deceptive. Third, the promise must be made in good faith. Lastly, the promise must be made based on a realistic self-assessment that the promisor can fulfill the promise.

As part of her argument in defense of the claim that Jane's promise is a genuine, morally binding promise, Liberto establishes that the first three of these criteria are met by Jane's promise. If there's something morally problematic about Jane's promise then, it will be because it fails to meet the fourth criterion. I find it plausible, but not conclusive, that Jane's promise does fail here. We recognize that Jane maintains sexual autonomy despite her promise, and that she is free to change her mind and withdraw consent to sex at any time. It may be then, that when it comes to the decision to have sex, it is difficult to evaluate whether Liberman's fourth condition can be met. Presumably, given her sincerity, Jane was quite confident in her decision to have sex with John when she offered her promise. The decision to have sex, though, especially for young people, is not one that is taken lightly. Liberman clarifies that the realistic self-assessment constraint does not "require that we know ourselves and our own abilities perfectly, or that we reason infallibly about what is realistic for us" (2019, p. 474). However, it is not unreasonable to think that someone like Jane will have spent many late nights wondering whether they're ready to have sex. Jane's promise to John may have even been made in part to help convince herself that she is ready to do so. Yet part of why we take the decision to have sex

so seriously is because we are aware that sexual situations are often times difficult, confusing, and anxiety inducing. Given this arguably widespread recognition of these aspects of sexual encounters, it is plausible to think that Jane's promise may not have been based on a reasonable self-assessment of her ability to perform the promised act.

At present, I reserve judgement on whether Jane's promise is morally impermissible on Liberman's model, and that Jane ought not to have made her promise in the first place. We should, however, return to the sincerity and deception conditions and explore them a bit further with respect to sexual promises. Thus far my critique of Liberto has focused primarily on my rejection of her conclusion that sexual promises are morally obligatory, but there are some perhaps worrying features of her *Football Game* case that can now be raised in light of Liberman's framework. One might object, for example, that *Football Game*, and consequently much of Liberto's analysis, overlooks important real-life reasons and explanations for why positive sexual promises are made.¹⁹ Often times a sexual promise is made as a means of halting unwanted sexual advances, either to avoid an uncomfortable situation, or worse, to escape a coercive situation. Sexual promises are important, and importantly different from everyday promises in this regard. It may only be due to contingent and problematic systemic and societal reasons that sexual promises function in this way, but those reasons also provide grounds for thinking the conventions surrounding sexual promises are different from those governing ordinary promises. Because sexual promises are often utilized in this way, they are also often times insincere and deceptive.

Insincere and deceptive sexual promises made for these reasons can be evaluated in a couple of different ways. On one hand, we can apply Liberman's framework and conclude that

¹⁹ Thank you to Stephanie Sheintul for this suggestion.

it's morally impermissible to make such promises. I am hesitant to accept such a conclusion since it is otherwise important that a sexual promise can be used as a tool to help a vulnerable individual escape a coercive or threatening situation. On the other hand, we might think these promisors are akin to the homeowner responding to the murderer at the door. On this analysis, the promisee's perceived threatening actions justify the promisor's otherwise morally objectionable making of an insincere or deceptive promise.

6. Justified Suspended Contexts and Sexual Promises

Since, as I have argued, the view that sexual promises are morally obligating promises leads to unacceptable consequences, we should consider whether a more satisfactory account of sexual promises is available. If such an account is available, it should explain why sexual promises are promises, but not of the usual, familiar sort. That is, the account should explain why sexual promises do not generate promissory obligations. The basis for an alternative account can be found in considering whether or not there are mutually recognizable reasons for why sexual promises should be regarded as non-obligating. Here I appeal to Seana Shiffrin's (2014) concept of a *justified suspended context*. A suspended context is a communicative context in which the presumption that the speaker is speaking truthfully has been suspended. *Justified* suspended contexts are those "in which the speaker's (potential) insincerity is reasonable and justifiable" (Shiffrin 2014, p. 16). If the communicative context is suspended justifiably, then the moral grounds for its suspension will be accessible to all relevant parties.

Shiffrin introduces the concept of a justified suspended context to explain why, despite the general moral prohibition against lying, it is not morally impermissible to respond falsely to the Murderer at the Door.²⁰ Within a justified suspended context,

the normative presumption of truthfulness is suspended because these contexts serve other valuable purposes whose achievement depends upon the presumption's suspension and the fact that justification of the suspension are publicly accessible. (Shiffrin 2014, p. 16)

In the case of the Murderer at the Door, the murderer intends to use the information he receives in the furtherance of an immoral end. In lying to the murderer, the speaker attempts to frustrate the murderer's efforts to locate their intended victim. Since both the speaker and murderer know (or at least should know) that what the murderer intends is morally impermissible, the murderer lacks a reasonable expectation of sincerity on the speaker's part. Accordingly, the presumption of truthfulness on the speaker's part is suspended in this context.

Shiffrin invokes the concept of a justified suspended context to explain why the recipient of an immoral promise has no moral basis to complain if the promisor fails to make good on the promised act. Per her analysis of immoral promises, the promisor never possesses the right to perform the immoral act in the first place. As such, the promisor is incapable of transferring such a right to their promisee, and both parties are (or should be) aware of this. While this analysis hangs on the particulars of Shiffrin's rights-transference theory of promissory

²⁰ Speaking loosely, Shiffrin's justified suspended context explains why it's morally permissible to *lie* to the Murderer at the Door. However, Shiffrin does not consider the speaker's false assertion to be a lie because she does not take the assertion to be presented in a context that objectively manifests the speaker's intention that the Murderer is to take and treat the assertion as an accurate representation of the speaker's belief. (2014, p. 12)

obligation, whereby promising involves the transfer of the right to decide whether or not the promisor will perform the promised act, the general view can be recast in the language of the authority model of promissory obligation considered earlier: a promisor (offering an immoral promise) lacks the moral authorization to perform the promised act in the first place, so their promise does not transfer the relevant discretionary authority to the promisee.²¹

Taking the above into consideration, I find it plausible that sexual promises create justified suspended contexts. If so, it follows that the recipient of a sexual promise has no moral basis to complain if performance does not occur because the promisor is incapable of transferring their sexual autonomy right to the recipient in the first place. The explanation for why sexual promises should not be regarded as morally obligating hangs on the content of the promise, though my reasoning differs from Shiffrin's account of immoral promises. Since our sexual autonomy rights are inalienable, we cannot transfer to another the right to decide whether or not we will have sex. This feature of our sexual autonomy is recognizable by all (or at least should be), so the promisee and promisor are both in the requisite position of mutual recognition such that each should regard the presumption of sincerity on the promisor's part to be suspended. Each party should view the promissory act as a kind of fictitious performative, as though the promisor were an actor on the stage. As such, each should understand that sexual promises are not obligating.

The *moral* import of recognizing one's sexual autonomy rights as inalienable goes part of the way towards providing the justification needed for regarding the norm of sincerity as

²¹ Shiffrin's rights-transference account of promissory obligation bears a number of similarities to Owens's authority interest account of promissory obligation, so much so that Liberto groups the two accounts together in her own discussion of models of promissory obligation. What's important for present purposes is that both Shiffrin's and Owens's accounts are consistent with the model of promissory obligation considered through the present discussion (i.e., that promising involves the transference of discretionary authority).

suspended. We need now only recognize that there are valuable purposes that are served by one's ability to make a non-obligating sexual promise. I have already argued as much in the previous section. As a brief reminder, sexual promises can provide vulnerable individuals with a potential means of escaping difficult, intimidating, or even coercive sexual situations. Beyond the important defensive purposes a sexual promise might serve, it is essential to our human flourishing that we are able to comfortably explore otherwise closely guarded aspects of our sexuality. Sexual promises may help serve this end. We should be able to engage in flirtatious 'sexy talk' without being held accountable for our words in the same way we are in more conventional circumstances, and at times, we may want to make sexual promises for these purposes. With the exception of "no" and its cognates, there is good reason to treat sexual discourse – and the promises made within – nonliterally. For these reasons, we should regard sexual promises as giving rise to a context in which the standard norms of promising are justifiable suspended.

We can, however, question whether *any* moral wrongs risk being perpetrated by sexual promising. On the account I am suggesting, since promisors like Jane do not become morally obligated by their promises, they do not wrong their promisees *qua* promisees. That is, if Jane morally wrongs John in any way through the making and breaking of her promise, that wronging will not be explained in terms of Jane's failure to make good on a promissory obligation. It is possible, though, that there are other ways in which Jane might wrong John with her actions. For example, consider T.M. Scanlon's principle of due care:

Principle D: One must exercise due care not to lead others to form reasonable but false expectations about what one will do when there is reason to believe that they would suffer significant loss as a result of relying on those expectations. (1990, p. 204)

This is a general moral principle according to which one must take care not to intentionally deceive another with respect to the former's actions. We have already examined a moral constraint along these lines when evaluating Liberman's framework for permissible promise making, though Scanlon's principle is more general than Liberman's criteria. I offer Scanlon's principle merely as one of the ways promisors like Jane *might* wrong their promisees, but I suspect that in most cases of sexual promising, *Principle D* will not apply. This is simply because I find it difficult to characterize John's frustrated expectation of having sex with Jane as suffering a significant loss, especially since that is not something we think John could ever be entitled to. Nonetheless, should Jane make her promise and follow it by saying, "I'm serious," she would risk misleading John into thinking she was capable of morally obligating herself to perform the promised act.

The kind of wronging Jane may be guilty of can be illustrated by once again considering the case of immoral promising between criminal co-conspirators, Tom and Jerry. If we adopt the majority view that immoral promises do not generate promissory obligations, then, if Tom wrongs Jerry by breaking his promise to drive the getaway car, that wronging cannot be explained via reference to an unfulfilled promissory obligation (since no such obligation exists). Nevertheless, we might think Tom is morally guilty of misleading or deceiving Jerry by making and breaking his (non-obligating) promise. This sense of wronging is brought out by the intuition that, upon deciding not to follow through on the promised criminal act, Jerry ought to

inform Tom accordingly before Tom attempts to rob the bank without a getaway driver. This case of immoral promising can also be used to emphasize one final point. If we think that Tom cannot become morally obligated by his promise to perform an immoral act, then we already recognize that there are classes of promises that do not generate promissory obligations. In light of the problems I have identified with sexual promissory obligations, we should be open to the possibility that sexual promises constitute a similar class of non-obligating promises.

To wrap up consideration of the alternative account of sexual promises on offer, I should emphasize that the view is *not* merely that, as a default, sexual promises should be regarded as non-obligating, and that there is some means of making them obligating (say, by adding “I’m serious” to the utterance of the promise). Rather, given the understanding that our sexual autonomy rights are inalienable, the account holds that it could never be the case that a sexual promise generates a promissory obligation.

7. Conclusion

I have argued that sexual promises, if morally obligating, are problematic for two reasons not yet recognized in the literature on promising. These problems further support the claim that sexual promises ought to be rejected. In addition, I have suggested that these problems provide reasons for thinking sexual promises are promises, but should not be understood as genuine, obligating promises. Rather, sexual promises may be better understood as occurring in a justified suspended context within which the standard norms of promising do not apply.

Chapter 3: Are Political Campaign Promises Morally Obligating Promises?

1. Introduction

Political campaign promises play a prominent role within representative democracies. These promises provide the primary means by which candidates inform voters of the former's policy platforms, and voters rely on these promises when deciding who they want to represent their political interests. Campaign promises also factor into our understanding of the institutional role of a representative in terms of authorization and accountability, by and to their constituents, respectively. As such, campaign promises play a role in our political lives that parallels the role that ordinary promises play in our day-to-day affairs, and they are important in their own right. Nevertheless, compared to their day-to-day counterparts, campaign promises are promissory phenomena that have received little attention in the ever-growing philosophical literature on promising.²² The one exception I am aware of is found in the work of Alida Liberman (2019). Liberman's primary interest, however, is in identifying the conditions under which promise-making is morally permissible, with a focus on conditions of uncertainty. Campaign promises feature in Liberman's analysis as a familiar example of promising under uncertainty, but as Liberman herself acknowledges, there are "many important issues particular to campaign promises that are beyond [her] present scope" (2019, p. 476). Consequently, there remain

²² Campaign promises have received considerable attention in other academic domains. Political scientists, for example, have explored the role that campaign promises play when theorizing about democratic representation. Mansbridge (2003) offers a helpful overview of theories of democratic representation (including what she calls "promissory representation") as well as a comprehensive bibliography. Widespread empirical work on campaign promises exists as well. This work investigates the effectiveness of various systems of democratic governance in terms of the fulfillment of campaign promises. See Naurin (2014) for an evaluation of different empirical approaches taken towards this topic.

interesting unanswered questions pertaining to the role campaign promises play in the obligations a democratically elected representative has to his or her constituents.

This chapter asks the question: Are political campaign promises morally obligating promises? This is an exploratory, interdisciplinary project, combining empirical and theoretical research from political scientists with theories of promissory obligation from normative ethicists. I will identify which features, including which normative powers, are distinctive of campaign promises, and I will survey reasons for thinking they are obligating, such that these promises can be situated within the broader philosophical literature on promising.

My interests in this topic are normative. I will focus on what political representatives ought to do in virtue of their campaign promises, and not on what they actually tend to do. For example, representatives often times act in accordance with what they think is required to win *re*-election, which is not necessarily consistent with what they promised in the first place. Furthermore, I recognize the fact that elected representatives tend to possess limited unilateral legislative authority which may make the fulfillment of certain campaign promises impossible. There are, however, means by which candidates can overcome this hurdle. Campaign promises can be, and often times are, sufficiently vague so as to allow for greater ease of fulfillment (as well as greater ease convincing voters that the candidate has fulfilled their promises). Candidates can also take care in the wording of their promises to make clear, for example, that they are merely promising to introduce or support certain legislation, as opposed to guaranteeing the passage of a bill. Finally, most of the concrete examples I will discuss are of promises made by United States presidential candidates as those promises have received the most media attention, which in turn makes it easier to gauge public attitudes towards such promises.

Nonetheless, my analysis is intended to apply towards campaign promises made throughout Western democracies at various levels of representation.

I begin by identifying salient features of campaign promises that distinguish them from ordinary cases of promising (§2). Despite these distinguishing features, I will argue that there is sufficient reason to hypothesize, at least, that campaign promises generate the usual promissory obligations (§3). I then address the worry that this hypothesis appears to generate a conflict within the special normative powers of democratically elected representatives (§4). I conclude by briefly considering the cost of rejecting the thesis that campaign promises are morally obligating promises (§5).

2. Notable Features of Campaign Promises

Campaign promises are distinct from ordinary promises in a number of ways. Many of these distinctions are due to the context in which campaign promises are made. Others can be attributed to aspects of the political systems in which campaign promises are fulfilled. This section will bring attention to these notable features of campaign promises and prompt us to question whether such promises are morally obligating promises.

Let us begin by noting that the characteristic promissory phrase, “I promise...,” is often times used to make a promise, but is not necessary. One could say, “I will pick you up from the airport, trust me,” and would be understood to have made a promise. The same holds of campaign promises in that the promissory phrase is not necessary. Yet we recognize many other turns of phrase as promissory when uttered in the context of a political campaign. Two well-known examples are George H. W. Bush’s 1988 “Read my lips” promise and Donald Trump’s border wall promise from the 2015 campaign trail: “I would build a great wall, and nobody

builds walls better than me, believe me.”²³ Many theorists have remarked that “trust me” counts as a promise (Scanlon 1990; Thomson 1990; Watson 2004; Gilbert 2011). While plausible, it is not obvious that outside the context of a political campaign we would take phrases like “read my lips” and “believe me” to express a promise.

It is opaque just what turns of phrase count as promissory. To emphasize the contextual importance of the campaign trail, consider statements of intention. In ordinary contexts we do not take statements of intention to be promises. Seana Shiffrin argues that “the mere declaration of an intention to ϕ does not bind the declarer nor authorize the recipient to hold the declarer responsible for ϕ or any lost investment costs” (2008, p. 507). Our intentions can change, and when that happens it may be prudent to inform others that we have changed our minds. It is reasonable to expect others, especially our friends and business associates, to inform us in advance when their plans change. If a wrong is incurred in failing to do so, that wrong falls short of the wrong of breaking a promise. The relevant moral norms will be along the lines of taking due care not to generate false expectations in others, and not those of promissory fidelity. The same cannot be said, however, when a statement of intention is uttered by a candidate on the campaign trail. The context of the political campaign changes the nature of the speech act. Statements of intention by political candidates have more gravitas. If a candidate, Joe, says at a rally, “If elected I intend to ban fracking”, then Joe would be understood to have promised to ban fracking. We would think it inconsistent if Joe later claimed, “I said I *intend* to ban fracking, but I never *promised* to ban fracking,” given the way voters interpret candidates’ remarks on the

²³ Trump made this promise on June 16, 2015 during his presidential campaign announcement. Moments later he added, “Mark my words,” emphasis analogous to Bush’s “Read my lips.” See Tara Law, “Trump Campaigned on Mexico Paying for the Wall. Now He Says He ‘Obviously’ Didn’t Mean It,” *Time* (January 10, 2019).

campaign trail. The conditions in ordinary situations that determine which acts constitute genuine promises are more restrictive than those governing campaign promises.

The political campaign context also calls to question issues of promissory obligation that can be attributed to the conditional nature of campaign promises. The question concerns *when* a candidate is obligated by their promise. Does the promissory obligation arise at the time of offering, or if and only if the candidate is elected? It seems natural to treat a candidate's successful election as the moment of promissory uptake by the voters.²⁴ An election loss, then, would be the rejection of an offered campaign promise. It is hard to see how a candidate could be bound by her promise if she loses given that she lacks the authority and ability to fulfill her promise in virtue of not being elected. We can interpret election loss as a mechanism by which campaign promises are rejected, resulting in the expiration of any promissory obligations. But this does not help us determine if a candidate is obligated by their promises *prior* to their election.

Here is a reason to think a candidate is not obligated by their promises until they are elected. The conditional nature of campaign promises seems to permit candidates the exercise of certain negotiatory powers that are not typical in ordinary cases of promising. Political candidates sometimes alter their policy platforms and promises prior to election day.²⁵ They enjoy the flexibility to revise and refine their promises, especially when doing so might increase their chance at election. For example, imagine that Joe promises that if elected he will not ban offshore drilling. Sometime later, Joe's aides inform him that his position on offshore drilling is likely to lose some much-needed votes from a significant portion of the electorate. In response,

²⁴ Uptake, or acceptance of a promise by an audience, is generally taken to be a felicity condition on successful promising (Austin 1962).

²⁵ For one such example, see Katie Glueck, "Joe Biden Denounces Hyde Amendment, Reversing His Position," *New York Times* (June 6, 2019), <https://www.nytimes.com/2019/06/06/us/politics/joe-biden-hyde-amendment.html>.

Joe decides to revise his policy platform and issues a new promise that he *will* ban offshore drilling if elected. Since we want political candidates to be responsive to the will of those they intend to represent, we have reason not to want them to be bound by their promises in the typical way, at least not prior to their election. And candidates themselves want to be able to revise their stances in response to criticism from their political opponents and the press. The conditional nature of campaign promises is what allows for this flexibility – this power of revision – which in effect is the power of unilateral cancellation of a prior promise and the offering of a new promise in the original’s place.

There is, however, another way to interpret changes in platform policies like Joe’s that result in conflicting campaign promises. There is at least some reason to think that candidates are bound by their promises from the time of utterance, well before their promises are accepted on election day. Hallie Liberto (2018), for example, argues that all that is required for a candidate’s promissory obligation to arise is that the promise is offered and that the promise is accepted *sometime*, even if acceptance is well in the future. It is not clear that something like poor polling data or a perceived negative response to a campaign promise should count as rejection of a proffered promise. It is no clearer how a candidate’s promise can be rejected if it is yet to be accepted. What, then, do we make of Joe and his conflicting promises regarding offshore drilling? If, as Liberto proposes, uptake has a backwards reach, then it appears that an elected representative could end up with (directly) conflicting promissory obligations due to their conflicting promises. Intuitively, should a candidate change their promised stance on an issue, it seems that only the most recent promise should be binding. But if this is so, then campaign promises are unique in this regard, since in everyday cases of promising, promisors cannot unilaterally amend their promises.

Moving on, another distinguishing feature concerning the way campaign promises are made is that they are often made by proxies or surrogates. These can include running mates, spouses, children, and campaign aides. This feature is absent in ordinary cases of promising as it is not obvious whether one can promise by proxy in other contexts. Doing so seems especially problematic on normative power models of promissory obligation, whereunder a promisor, by way of the promissory utterance, transfers to the promisee the authority to decide whether to do the promised action.²⁶ More generally, if a promise is understood as an expression of the commitment of one's will, then we should think it is impossible to promise on behalf of another individual (Watson 2004). Outside of certain organizational structures with specified authoritative roles, it is difficult to see how one could be in a position to commit another's will concerning a particular matter. If campaign promises made by proxy are viewed as analogous to a representative promising on behalf of an organization, then the proxies and surrogates mentioned above could be understood to be promising on behalf of a candidate's campaign. We regularly recognize candidate's campaigns as group agents in this sense. We often hear media reports like, "Today X's campaign released a statement concerning Y's allegations." We do not, however, take the candidate's campaign to be the one who makes a promise, but instead the candidate him or herself. So, in the case of campaign promises, individuals seem to be able to promise on behalf of other individuals.

An alternative way of understanding the role of proxies is as conveyors of promissory messages. The candidate makes certain promises as indicated by their policy platforms, and the proxy individuals relay this information to voters. This approach to the role of proxies preserves

²⁶ See Shiffrin (2008) and Owens (2012). For Owens, promising involves the transfer of discretionary authority (over the promised matter), whereas for Shiffrin, promising involves the transfer of an autonomy right. For both, the transfers are via the exercise of a normative power.

our commonplace understanding of a promise as a commitment of one's will and avoids the worry of one individual infelicitously committing the will of another by attributing the act of promising directly to the candidate. Consider, though, the role of a campaign spokesperson or press secretary. If this individual's role is to speak *for* the candidate, then the original point stands. Theorizing about the relationship between candidates, proxies, and political parties with respect to promising is further complicated by the different ways candidates and parties are viewed in different democracies. The present discussion has framed the candidate as relatively autonomous from their political party. This is the way candidates are commonly viewed in the United States, whereas in Western European systems, candidates are treated "as simple reflections of parties considered as unitary actors" (Maravall 1999, p. 164).

Finally, there are issues pertaining to the actual and perceived fulfillment of campaign promises. Candidates face obstacles in the fulfillment of their promises that are unique to the political roles they assume upon election. Carolyn Shaw (1998) identifies three particular constraints faced by those elected to executive positions. First, actual policy, whether in the form of an executive order or legislation, requires greater detail than is often provided by a candidate on the campaign trail. Second, often times there is the need to negotiate with opposition parties and special interest groups so that a consensus can be reached and policy passed. Third, the executive may have to respond to unforeseen events during their term, and the appropriate response may conflict with what has been promised, or otherwise make fulfillment of promises difficult. Certainly, the average person may encounter relatively similar obstacles that will prevent them from fulfilling their promises (e.g., the car accident that prevents you from making it to your promised lunch date), but such constraints on ordinary promises are arguably the exception rather than the rule.

Regarding perceived promise fulfillment, political candidates and parties are afflicted by what has been called the “pledge puzzle” (Müller 2020). Empirical studies show that a large portion of campaign promises are fulfilled, yet much of the public believes the opposite to be the case. In an effort to resolve this puzzle, Stefan Müller performed a comprehensive study of media coverage on campaign promises. His findings unsurprisingly reveal that the media emphasizes failures over successes when it comes to promises. This negativity bias has increased over time, resulting in twice as much reporting on broken promises as compared to fulfilled promises. Müller’s findings are consistent with polling data that reveals widespread public distrust of politicians.²⁷ If the intended recipients of campaign promises do not trust their promisors, then it is difficult to see how the promise could generate the assurances and expectations needed for the promise to function as intended. These considerations may lead one to worry that political campaigns – and the promises made within – are little more than political theater: a context wherein it is commonly understood that the usual norms of sincerity are suspended.²⁸ On this view, candidates, especially those up for re-election, only espouse the positions that they take to be politically advantageous at the time, and otherwise should not be taken seriously. Politics, after all, is not the same as governing. I will return to this issue and raise reasons for rejecting the political theater view in section four.

²⁷ *Gallup*, “Trust in Government,” <https://news.gallup.com/poll/5392/trust-government.aspx>.

²⁸ Shiffrin characterizes a justified suspended context as one in which “the normative presumption of truthfulness is suspended because these contexts serve other valuable purposes whose achievement depends upon the presumption’s suspension and the fact that justification of the suspension are publicly accessible” (2014, p. 16). Eric Beerbohm (2016) discusses two models of political campaigns as suspended contexts, the Suspended Model and the Combat Model. Beerbohm critiques both models and proposes his own model, the Relational Model, elements of which will be discussed below.

3. Are Campaign Promises Morally Obligating Promises?

Despite the pledge puzzle and the unique features of campaign promises identified in the previous section, there are reasons to hypothesize, at least, that campaign promises are morally obligating promises. Not only are campaign promises called promises by both the putative promisors and promisees, but they are treated with the reactive attitudes and practices that would be best explained by their being morally obligating promises.

Representatives who fail to make good on their campaign promises are met with resentment and must answer for their perceived wrong-doings come re-election. Consider Bush's "Read my lips: no new taxes" promise from the 1988 Republican National Convention. In an ordinary situation, the "read my lips" phrase merely serves to emphasize what one is saying and falls short of promising. The phrase is similar to a statement of intention as neither count for a promise in an ordinary context. Yet Bush's campaign promise is recognized as such despite its superficial difference from a typical promise. Two years later, Bush reneged on this promise when he signed a 1990 bill that raised multiple taxes. Bush's broken promise was used against him in the following presidential election, including by members of his own political party during the primaries. The blow-back he received can be explained in terms of his failing to make good on what he owed. Bush also regretted signing the tax increase and stated publicly that if he could do it over again, he would stick to his original promise.²⁹ If it is correct that Bush and other elected representatives are obligated to their constituents in virtue of what they promised while on the campaign trail, this would stand as *prima facie* evidence that campaign promises are genuine promises.

²⁹ Andrew Rosenthal, "The 1992 Campaign: White House; Bush Says Raising Taxes Was Biggest Blunder of His Presidency," *New York Times* (March 4, 1992), <https://www.nytimes.com/1992/03/04/us/1992-campaign-white-house-bush-says-raising-taxes-was-biggest-blunder-his.html>.

Campaign promises also function the way that promise theorists say promises do by inviting trust and reliance in the candidate, and by providing voters with the information needed to develop assurances and expectations regarding the candidate's future actions.³⁰ For example, Southwood and Friedrich's trust model of promissory obligation states that a promise is an invitation to the promisee to trust in the promisor to do (or not do) something. They contend that the wrong of breaking a promise is the wrong of betraying the promisee's trust. Trust, on this model, is limited: it is trust that the promisor will do (or not do) something in particular. This can be contrasted with trust simpliciter, which can be understood as an all-encompassing trust. As such, the trust model may easily accommodate campaign promises despite a widespread distrust of politicians.³¹

Normative power models of promissory obligation also appear to be capable of accounting for campaign promises. Consider Jane Mansbridge's (2003) characterization of the traditional understanding of the role of an elected representative as one of "promissory representation." She writes that "in political representation, both descriptive and normative writers have perceived the problem as one of the voters in a district keeping legal or moral control over their distant representatives. The normative understanding of accountability in promissory representation is that the representative is 'responsible to,' 'answerable to,' 'bound,' and even 'bound by' those voters" (2003, p. 516). Normative power models grant promisees authority over their promisors, which explains where this moral control comes from. They are consistent with Mansbridge's conception of promissory representation since, in a representative democracy, the people have the authority to determine who will represent their political interests.

³⁰ See Southwood and Friedrich (2009) for the trust model of promissory obligation, Thomson (1990) for the reliance model, and Scanlon (1990) for the expectation model.

³¹ The trust model may need some massaging, however, when it comes to campaign promises. Candidates' promises may be better described as *solicitations of trust* rather than *invitations to trust*.

Eric Beerbohm (2016), too, refers to the exercise of normative powers in his relational model of electioneering. He argues that candidates make use of testimonial and promissory channels of communication that transfer special permissions and powers to constituents “to trust and rely on the [candidate’s] future commitment to action, and to relieve the lawmaker of their obligation” (2016, p. 395). Beerbohm’s model, however, places certain restrictions on the extent to which we should take candidates to issue genuine promises. Legislative action, he argues, is “joint all the way down,” so we should instead take candidates’ promises as indicators of what the legislative body (or some subset of it), rather than the candidate as an individual, intends for the future (2016, p. 391).

I disagree with Beerbohm’s analysis for two reasons. First, candidates could, if they so desired, make it explicit in their promises that they commit only to do what is in their power given the cooperative requirements and limitations of legislating. Arguably, it would be in the candidate’s interest to be so explicit, as doing so might contribute towards an overall greater number of fulfilled promises. Yet candidates do not promise in this way, but instead invite reliance by representing themselves to voters as the one (and sometimes the only one) capable of getting the job done. Second, Beerbohm’s model ignores certain important unilateral powers that representatives can exercise. These include the veto and signing powers of executives, and the voting powers of other representatives. While the former cannot introduce or vote on legislation, he or she can sign or veto it, thereby granting or denying its passage into law. Regarding the latter, a recent, evocative example is the late Arizona Senator John McCain’s dramatic “no” vote to repeal the Affordable Care Act. McCain’s vote resulted in a 51-49 final tally against legislation designed to dismantle the health care law known as “Obamacare.” At smaller and more local levels of democratic governance, it is all the more likely that a single

representative's vote will decide a legislative matter. Various levels and systems of democratic governance result in different kinds of promises that might be offered by campaigning candidates, but not a difference in the nature of the authority relations between representatives and constituents. So, while Beerbohm is correct to observe that many of an elected representative's functions must be performed in concert with other representatives, he is incorrect to conclude that "all [legislative] activity is, in one way or another, jointly performed" (2016, p. 391).

While on the issue of relations of authority between political representatives and their constituents, I would be remiss if I did not address what is known as the enforcement problem. Constituents lack an effective means of sanctioning and rewarding representatives (Maravall 1999; Corazzini et al. 2014). At first blush this may seem mistaken, as it appears that voters can simply mete out reward or punishment in the subsequent election. There are, however, two issues with the direct enforcement of political promises. First, enforcement is not timely, as voters must wait until an election to cast the vote that functions as an enforcement mechanism. Second, come election day, candidates are evaluated as a package deal. Broken and fulfilled promises must be weighed against one another and cannot be punished or rewarded individually. Furthermore, votes are not necessarily cast with promissory enforcement in mind. In first past the post elections that favor two-party systems, voters sometimes feel forced to vote for the lesser of two evils rather than their preferred candidate. However, problems of promissory enforcement are not unique to campaign promises. The authority granted to a promisee is a *moral* authority, and there are practical limitations on the extent to which this authority can be exercised to guarantee enforcement of everyday promises. Consider also contracts, which are argued to be legally enforceable promises (Fried 2015). A private individual can enter into a

lawful contract with a wealthy corporation (e.g., a private contractor and a luxury real estate development company). Say the company violates the terms of the contract by refusing to pay for services rendered. Practically speaking, the private contractor may lack effective means of enforcement due to the wealth of attorneys and resources at the company's disposal. Nothing about this unfortunate reality makes it the case that the contract was not valid, or as we might say, genuine, to begin with. Consequently, I do not count the enforcement problem as a point against the possibility of campaign promises being genuine promises.

Finally, contrary to the political theater worry raised earlier, empirical data finds both that voters view campaign promises as more than just “cheap talk” and that politicians make good on their promises the majority of the time (Corazzini et al. 2014; Feltovich and Giovannoni 2015; Born, van Eck, and Johannesson 2018). Findings show that campaign promises play an important role in voters' decisions, both prospectively and retrospectively. In the former case, better promises yield better results in terms of election successes. In the latter case, candidates are punished for their broken promises come re-election. Consistent with the present hypothesis that campaign promises are genuine promises, “several models in political economy assume, either implicitly or explicitly, that politicians' promises are credible and binding” (Corazzini et al. 2014, p. 581). We should, however, acknowledge the somewhat artificial nature of laboratory results on campaign promises. Actual voter reactions and attitudes towards campaign promises are difficult to evaluate given numerous ambiguities. Among these ambiguities are the fact that access to, and sources of, information vary among the public; political performance can be difficult to evaluate, which in turn affects the ability to determine promise fulfillment; and the actual effects of promises and promise breaking are more long-term (Born, van Eck, and Johannesson 2018).

4. A Conflict of Norms

The preceding considerations fall short of a conclusive argument that campaign promises are indeed genuine promises. Nonetheless, there are convincing reasons in support of the hypothesis that they are. If political campaign promises are genuine promises, then associated with campaign promises – and public office holders generally – are promissory obligations to perform what has been promised before taking office. These promises, then, would be among the special normative powers or prerogatives of public office holders. This introduces the possibility of a conflict: the current will of the people – that is, the will of those the democratically elected representative represents – may conflict with what the representative promised to do as a basis for his or her election. Consequently, it is a special problem that political representatives should be endowed with powers that may conflict with their duties of fidelity to the current will of the people. To properly motivate this worry, we should first turn to the issue of a political representative's obligations more generally.

In a representative democracy, the citizenry must choose someone to represent their interests at the political level. There is a long-standing debate over what normative constraints should dictate how exactly political representatives ought to represent their constituents. On one side are the mandate (or delegate) theorists, who argue that the representative's role is to act in accordance with the instructions of their constituents. Representatives on this model are bound to the will of their constituents and lack the autonomy to vote otherwise. On the other side are the trustee (or independence) theorists, who argue that the role of a representative is to represent their constituents' long-term interests, even if that means voting contrary to the will of the constituency. Accordingly, the trustee model grants representatives a considerable degree of autonomy not found on the mandate model. And various positions can be carved out between

these two models of representation depending on the degree of autonomy afforded to the representative (Pitkin 1967, p. 146).

Despite the differences between the two, Jane Mansbridge points out that “[b]oth mandate and trustee forms [of representation] can appear as versions of promissory representation” (2003, p. 515). It is easy to recognize the importance of campaign promises at the mandate end of the spectrum. The candidate is elected on the basis of their promises, which thereby informs the candidate of the constituency’s will. Campaign promises are no less relevant on trustee models, as the promises are used by voters to judge which candidate they feel is most capable of advancing their interests. As Pitkin puts it, “Very close to the independence position would be the argument that the representative must do as he thinks best, except insofar as he is bound by campaign promises or an election platform” (1967, p. 146). So, however one conceptualizes the normative constraints of democratic representation, it appears we can generate the worrisome conflict between representatives’ special normative powers.

As an example of one of these conflicts of norms, return to Trump’s promise to build a wall along the U.S.-Mexico border. Admittedly, this case is complicated by the role the electoral college plays in the United States. While Trump failed to win the popular vote, he secured the electoral college’s vote, which resulted in his ascension to the presidency. One might worry that, as a result, this example is not one where promissory acceptance has been manifested by the voters. Nonetheless, we can easily imagine the situation was as follows: Trump promised to build the wall and won the popular vote (as well as the electoral college’s vote), but since the 2016 election, public opinion changed and the wall was no longer desired, at least not by the majority of the voting public. The apparent conflict then is that Trump was obligated to build the

wall due to his promise to do so, but doing so would contradict the will of the American voters, those whose interests he is obligated to represent.

A proposal for resolving this conflict is to recognize that the recipients of campaign promises to be collective or group agents rather than individuals. At first pass, this seems correct as it is the electorate as a group who appear to provide promissory uptake when they come together to vote on election day. One might object, however, that the electorate is not a group agent, or at least not the right kind of group agent, and therefore cannot provide the requisite promissory uptake.³² With a sufficiently large electorate we should expect to find a substantial amount of disagreement among individual voters. As such, the electorate may not appear to be the kind of group agent that can manifest collective intentionality. Regarding the first concern, though, it seems clear that we can identify a genuine group agent, *the electorate* or *the voters*, and that we do so regularly. We also attribute actions and intentions to these group agents despite disagreement among group members, and even changes in group membership. As to the second concern, discord among group members may appear to be a problem if we think the group's intention is to elect a *particular* candidate. This is not, however, an accurate description of what transpires on election day. Rather, voters head to the polls to participate in the democratic process of collectively electing *someone* to represent their interests at the political level for the next term. This action is performed with the understanding that the representative will be chosen on the basis of a free and fair system in which the candidate who receives a sufficient number of votes wins. Voters come together on election day with this shared understanding.

³² Nicholas Southwood raised such an objection in an email correspondence dated March 24, 2021.

If this is correct, then it seems that even on modest models of collective intentionality, such as Margaret Gilbert's (1990, 2009) theory of joint commitment or Michael Bratman's (1993) theory of shared intentions, we can explain how an otherwise disunified assortment of individuals can come together and elect a representative *as a group*, and thereby accept a campaign promise. Per Gilbert's theory, two or more parties are jointly committed to ϕ if each expresses their willingness to commit to ϕ under conditions of common knowledge. Setting aside the kinds of conspiratorial attitudes that arose out of the 2020 U.S. general election, Gilbert's conditions are on joint commitment are satisfied by voters: they express a willingness to commit to the electoral process and subsequent results by participating in the process, and they do so with the common knowledge that the candidate who receives the most votes is the one who will serve as their representative. Through the process of entering into the joint commitment, the voters become a group agent.

Membership changes can be difficult to deal with on Gilbert's model, so it may not suffice for present purposes. However, more complex models of collective intentionality that can accommodate changes in group membership are available. Recall the discussion of Brian Epstein's (2016) framework for social ontology from chapter one. Using Epstein's framework, the task is to provide the grounding and anchoring facts for a claim like, *The voters elected X to serve as their representative*. These grounding and anchoring facts will both explain why the claim is true (why the fact obtains) and how it is that the voters act as a group as opposed to as individuals. The grounding facts will include facts about who each individual votes for and facts about how many votes each candidate receives. The anchoring facts will include facts about what is required to participate in the electoral process (on the parts of the voters and candidates)

and facts about the electoral process (e.g., whether a ranked choice or first-past-the-post electoral system is used).

If the voters *as a group agent* is the promisee, then the present-day group is the same agent that accepted a candidate's promise back on election day, in which case its current will – if it conflicts with the promise – may function as promissory release. As noted at the end of section two, one of the obstacles that could impede promise fulfillment is an unforeseen change in circumstances during a representative's term. It is easy to imagine, say, a candidate winning election on the basis of a promised foreign policy of non-intervention, but then due to changing international events being compelled to intervene. Humanitarian crises and terrorist attacks, for example, may sway public opinion to the point that the representative's constituents demand action that contradicts what was previously promised, thereby generating the aforementioned conflict. The suggested understanding of campaign promises and their recipients avoids this conflict, without having to abandon the hypothesis that campaign promises are genuine promises.

Returning to the border wall, reporting on the 2019 United States government shutdown suggested that Trump owed it to his base to build the wall since that is what he promised to do.³³ In a sense this is correct. Members of Trump's base, in virtue of being members of the group agent, the American voters, can plausibly claim that Trump owes what he promised on the campaign trail.³⁴ But if the promissory obligations associated with political campaign promises are properly understood to be obligations to group agents, then the relevant group agent in this case is the American voters.³⁵ And since their stance on the wall was that they did not want it,

³³ See, for example, <<https://www.politico.com/story/2019/02/14/trump-national-emergency-border-wall-1170026>>.

³⁴ Polling data showed that Trump continued to receive widespread partisan support for the promised U.S.-Mexico border wall during the government shutdown. <<https://www.pewresearch.org/politics/2019/01/16/most-border-wall-opponents-supporters-say-shutdown-concessions-are-unacceptable/>>.

³⁵ While a candidate's base is a group, that group is merely a subset of the relevant group, and as such are functionally equivalent to an individual.

this can be taken as a rejection of the campaign promise. If this reading is correct, then we have a situation in which the promisee has released the promisor from the latter's promissory obligation. It follows then that Trump was no longer obligated to build the wall. It may be the case that prudentially speaking, Trump (or any other representative) should appease their base as that will help secure re-election, but morally speaking Trump had no obligation to do so as those he would otherwise owe it to had exercised their power to cancel the promissory obligation.

5. Conclusion

If one were to reject the thesis that campaign promises are genuine promises, one might be likely to endorse the political theater view briefly considered at the end of section two. In highly polarized political contexts, political speech is often times crafted to appeal to certain ideologies and social identities in order to score political points. This kind of speech should not necessarily be taken literally. Dog whistles and virtue signaling, for example, can be used to more or less covertly indicate a political representative's true stance on a matter or to feign support for a particular social movement. I believe it would be a mistake, however, to treat campaign promises in a similar, non-literal, and non-obligating manner. Political apathy is a privileged and problematic attitude. The #metoo and Black Lives Matter movements have shown how important it is that our political representatives hear the voices of all of those they represent, and that they actually represent our diverse interests. The political theater mindset invites placating platitudes and empty gestures that fail to upset the status quo. Recognizing political campaign promises as morally obligating promises means recognizing the polity's standing to demand performance from their representatives and offers a step towards political accountability.

Chapter 4: From Promises to Threats: The Command Account of Conditional Threats

1. Introduction

One of the most common ways we do things with words is by promising. Equally frequent, though, is the making of threats. Threats, specifically conditional threats, are speech acts that, like conditional promises, are aimed at coordination. Both offer a way we can attempt to influence or manipulate the behavior of another through speech. In both cases, the speaker presents some antecedent condition that they want to addressee to perform (or to refrain from performing). The difference between the two, generally speaking, can be characterized in terms of whether the consequent of the conditional speech act is, at least from the addressee's perspective, positive or negative. And conditional threats can plausibly be reinterpreted as conditional promises. For example, P might threaten Q by saying, "If you don't behave, then I'll punish you." Empirical studies on conditional reasoning show that this threat might be understood by the addressee as the complementary promise, "If you behave, then I won't punish you." We can therefore ask whether conditional threats are in fact a kind of promise, and if so, whether they are capable of generating promissory, or at least promise-like, obligations.

At first glance this suggestion may seem odd, since threats are generally viewed as morally objectionable given their manipulative and coercive nature. But not all threats are morally objectionable. Examples include a parent's threat to punish their child if the child continues to misbehave, an employer's threat to fire a perpetually tardy employee if the employee fails to show up on time, and a drill sergeant's threat to an out of line cadet if the cadet does not shape up. These morally permissible (or at least morally unobjectionable) threats

therefore arguably involve the exercise of a normative power, since they can be used to impose an obligation of compliance on the addressee.

With these similarities and others in mind, in this chapter I will introduce what I call *the command account of conditional threats*. Taking the aforementioned morally permissible threats as paradigm, I draw on resources from the moral literature on promising and argue that conditional threats involve the (attempted) exercise of a normative power. We do not normally think of threatening as among the normative powers agents use to shape the moral landscape. Unlike promising, consenting, or gift giving, conditional threats do not seem like the kind of speech acts that grant permissions or create obligations. I take it that this line of thought is driven by the presumption that threats are morally objectionable. Nonetheless, there is one normative power – commanding – that can aid our understanding of threats. According to the command account, when a speaker issues a conditional threat, they represent themselves as an authority (with respect to the addressee) with the power to issue a command, which thereby places (or attempts to place) the addressee under an obligation of compliance with the threat. As I will argue, the command account satisfactorily explains the conditions under which conditional threats are both successful or unsuccessful, and morally permissible or objectionable.

While the ultimate focus of this chapter is on threats rather than promises, this project is linked thematically to the other chapters in this dissertation as it involves a continued investigation into the ontology and obligations of speech acts. Even though, logically speaking, conditional threats are not equivalent to their complementary promises, if it is the case that addressees interpret threats in such a way, we should consider whether threats are capable of generating promissory, or at least promise-like, obligations. Empirical research shows that conditional promises are interpreted in this way. More generally, our understanding of

conditional threats bears on the ethics of manipulation and philosophical analyses of coercion. Furthermore, less than three years ago, for only the second time in history, a U.S. president was impeached. The impetus behind Trump's first impeachment was that Trump conditionally threatened Ukrainian President Volodymyr Zelensky in the form of a *quid pro quo* offer of military aid to Ukraine in exchange for investigations into Trump's political opponents. Given these philosophical and practical considerations, we have an interest in better understanding conditional threats.

This chapter proceeds as follows. In sections two and three, I provide some background on the project by surveying the literature on conditional treats, beginning with psychological research on conditional reasoning. Conditional threats receive less direct attention by philosophers. Instead, the topic is generally addressed only insofar as conditional threats feature in analyses of coercion. These background sections are intended to help situate the command account within the extant work on conditional threats within these two disciplines. In section four, I present the command account of conditional threats and demonstrate its explanatory power. I argue that the command account satisfactorily explains the conditions under which conditional threats are both successful or unsuccessful and morally permissible or objectionable. I conclude in section five.

A brief preliminary remark is in order. Threats may be conditional or unconditional. Examples of the latter include a schoolyard bully's threat to beat up a classmate simply because the issuance of the threat brings the bully pleasure, or a terrorist's threat to detonate a bomb regardless of any efforts to stop him. My focus in this chapter is only on conditional threats, though I believe the command account can accommodate unconditional threats with minor

modifications. In any case, unqualified references to threats should be understood as referring to conditional threats, and I will specify if I intend to refer to unconditional threats.

2. Background I: The Logic of Conditional Inducements

Since the focus of this dissertation is on promises, I figure it is best to begin with a discussion of the empirical work on conditional reasoning, as that is where we find evidence that conditional threats are *interpreted* by audiences as promises. In particular, I will describe the findings of psychological research on the logic of inducements: speech acts like conditional promises and threats that are issued by a speaker in an effort to manipulate the behavior of their recipients.

It will be helpful to start with some simple examples. The following threat is sufficiently general such that it should serve as a paradigmatic example of what threats communicate, namely that the recipient is to act in a certain way or face a sanction.

(1) If you don't behave, then I'll punish you.

Consider this a non-moralized characterization of a threat. Whether or not the threat is morally objectionable cannot be determined by the content of the threat alone. We need to know more, like who issues the threat and in what circumstances, before we can evaluate it in moral terms. For example, if a parent issues (1) to their child, it is likely that we would not think twice about the threat, at least so long as the punishment does not seem excessive. But if a racist white cop says (1) to a person of color merely as a means of intimidation, then we would find the threat to be morally objectionable.

Early psychological research on conditional reasoning employed propositional logic to analyze the inferences subjects draw from conditional inducements. Studies (e.g., Fillenbaum 1978; Geis & Zwicky 1971) show that conditional threats like (1) are interpreted as the following complementary promise:

(2) If you behave, then I won't punish you.

The inference from (1) to (2), however, is not a valid logical inference. The question asked by researchers is *why* subjects take threats to be equivalent to their complementary promises. One proposal is that (1) is interpreted as a material biconditional, in which case (1) and (2) are logically equivalent.³⁶ However, studies reveal that there are a number of extra-logical factors that bear on the way conditional inducements are interpreted, such that the material biconditional thesis falls short of a full explanation for why this inference is made. These factors include the directionality of the inducement, explained in terms of a temporal link between the antecedent and consequent events, and whether the speaker has control over the consequent.

Reformulation studies suggest that the material biconditional thesis is not just insufficient, but altogether incorrect (Fillenbaum 1978). These studies examine how subjects reformulate conditional inducements and reveal an asymmetry between conditional promises and threats. While both conditional promises and threats are interpreted as equivalent to the following conjunctions,

³⁶ I am unaware of any empirical research on what the speaker takes themselves to be communicating with the issuance of a conditional threat. It strikes me as plausible, though, that in many (or most) cases speakers would interpret their conditional threat as a material biconditional.

(3) Don't behave and I will punish you.

(4) Behave and I won't punish you.

only conditional threats are interpreted as equivalent to the reformulated logically equivalent disjunction,

(5) Behave or I will punish you.

which is in turn interpreted exclusively (Newstead, Griggs & Chrostowski 1984). Conditional promises like (2) are not reformulated disjunctively, however, and the exclusive reformulation of (5) is not logically equivalent to the corresponding conditional threat (1). So, the material biconditional thesis is in trouble.

Beller, Bender & Kuhnmünch (2005, p. 212) argue that the use of propositional logic in studying human reasoning has been helpful insofar as it “helps to *detect* effects of particular contents on reasoning,” but that “several findings clearly contradict one another, and these contradictions cannot be resolved within the interpretational framework of propositional logic.” More importantly, these authors argue that in restricting analyses of conditional inducements to interpretations of truth-functional connectors, these studies fail to appreciate that conditional promises and threats are *speech acts* that are used to manipulate behavior (2005, p. 212). Consequently, they suggest that in order to explain why conditional threats and promises are interpreted as equivalent to one another, we need to employ a multi-level analysis that begins by looking into the motivation behind why conditional inducements are issued in the first place.

This motivational approach at understanding the relationship between conditional promises and threats is of particular relevance to this dissertation. Recall that in developing my promissory schema, Schema P, I began by asking two motivational questions: *What do we desire when we make a promise?* and *What do we desire when we ask that a promise be made?* These questions informed the functional approach I took in theorizing about which actions are constitutive of promising. I argued that the *motivation* behind the solicitation and offering of promises was the desire to provide or receive a particular, robust kind of assurance.

With this in mind, consider the following two passages from Beller, Bender & KuhnMünch's motivational analysis of conditional inducements.

The motivational situation is determined by expectations, goals, and consequences. The speaker (S) wants an addressee (A) to show a certain behaviour (i.e., to perform a particular action or to refrain from performing an action), which will have a positive value for the speaker. The speaker must expect that the addressee is not willing to show this behaviour voluntarily; otherwise an inducement would not be necessary. The goal is, thus, to induce a change in the addressee's behaviour. (2005, p. 213)

The speaker always announces (explicitly or implicitly) that he or she will react positively after the addressee has shown the desired behaviour, and negatively after an undesired behaviour. The promise focuses on the cooperative sequence, whereas the threat focuses on the non-cooperative one. In this sense, both schemas are complementary, that is, the threat schema may also be read as a promise not to punish the addressee if this person cooperates. (2005, p. 213)

Beller, Bender & Kuhnmünch's motivational analysis goes some way towards explaining why conditional threats are *interpreted* as promises, but just because conditional threats are interpreted in this way, that does not make it the case that conditional threats are a kind of promise. At this point I think we should ask whether what is *expressed* by the speaker when they issue the threat is the same thing that is expressed by the complementary promise. If so, then even though the two conditional inducements are not truth-functionally equivalent, they may be semantically equivalent.

I suggest we may be able to make some progress on this front if we run the conditional threat's complementary promise through the promissory schema developed earlier in this dissertation. We can then examine what results, and ask whether the same function is served by the conditional promise as by the conditional threat. But we will first need to make an assumption as to the function of the conditional threat. This discussion is somewhat constrained by the fact that I have yet to offer my own account of conditional threats. However, I believe we can proceed with the assumption that the intended function of a conditional threat is to coordinate action between two or more parties via manipulative and possibly coercive means.

Note that at this point I remain agnostic as to how successful my promissory schema will be in answer the question as to whether conditional threats are a kind of promise. I think points can be made in favor of both positive and negative answers to this question. As a reminder, here again is my promissory schema:

Schema P: For all agents A and B, and all actions X, if (i) A voluntarily and intentionally attempts to lead B to expect that A will do X (unless B consents to A's not doing X); (ii)

A believes that B wants to be assured of this; and (iii) A acts with the aim of providing this assurance, then A promised X to B.

Something that should be emphasized is that we are considering Schema P's application to a *conditional* promise, whereas previously I only discussed Schema P's use in explaining direct, non-conditional promises. Conditional promises are made when the promisor wants something from the promisee. Take political campaign promises as an example. The political candidate offers the promise because they want the constituent's vote. The promise is issued under the assumption that the promised act provides enough of an incentive to induce the promisee to satisfy the antecedent condition (i.e., do what the promisor wants). But unconditional promises are different. Promisors make these promises in an effort to assure the promisee of something the promisor believes the promisee wants. Incidentally, the promisor might want the same thing as the promisee, but it is the promisee's desire for assurance that makes it the case that the promise is needed. This distinction between conditional and unconditional promises is important to keep in mind as we consider what the speaker is trying to assure their target audience of (what the X is that A will do) in conditional cases.

At first pass, it looks like my promissory schema yields results consistent with the thesis that conditional threats are a kind of promise. When a speaker (A) issues the threat, "If you don't behave, then I will punish you," all three conditions of Schema P appear to be satisfied, in which case the conditional threat is a promise. The speaker is motivated by a desire to manipulate the addressee's (B) behavior, and the threat is issued with the aim of convincing the addressee that a sanction will follow (that A will do X) unless the addressee acts in accordance with the condition specified in the antecedent of the threat (i). The threat would be unsuccessful

if the speaker did not believe that, as far as the addressee is concerned, the threatened sanction is sufficiently severe such that it will serve as a tool of manipulation (ii). And for the threat to be successful, the speaker must act with the aim of assuring the addressee that the threat is to be taken seriously (iii).

However, the parenthetical *unless* clause in condition (i) of Schema P might give us pause. This clause is included in Schema P because it is needed to account for instances of promising in which the promisee denies the promisor uptake of the promise. In other words, it can be thought of as a promise cancellation condition. But it is not immediately obvious what would be meant by a “threat cancellation condition.” What would it mean to say that a threatened individual, B, does not consent to A’s threat? It seems odd to even raise the question of consent to a threat. Or, perhaps it seems that one simply cannot consent to a threat. Insofar as threats are coercive, they undermine the possibility of consent. But, since the *unless* clause details a felicity condition on promising, I think there is a plausible means of interpreting what it could mean to deny consent to a threat. We just have to stay focused on the idea that the *unless* clause is triggered when uptake is denied. In the case of a threat, uptake is denied either when the addressee does not take the speaker seriously (i.e., does not regard the speaker as one who can or will follow through on the threat), or when the addressee outright rejects the threat in an act of defiance. So, on this reading, my account of promising is consistent with empirical observations on how conditional inducements are interpreted, and it also provides an explanation as to why conditional threats are a kind of promise.

Not so fast. The second antecedent clause of Schema P may yet be problematic. Is it the case that the issuer of a threat *wants* the addressee to be assured that a sanction will follow from non-compliance? Or rather, is it that the issuer *needs* the addressee to be assured of this? It

seems that if the motivation behind the issuance of the threat is the desire to manipulate the target into acting a certain way, then for the threat to be successful, the speaker needs the addressee to be sufficiently assured that non-compliance will come at a cost. The issue boils down to what it is we think the speaker believes when they issue the threat, and whether condition (ii) of Schema P accurately represents that belief. I am not aware of any empirical research that may help us figure this out. Either way, this does not necessarily pose a problem for my promissory schema, but instead only leaves us with more work to do before we can settle the question of whether conditional threats are promises.

Finally, even though my promissory schema is neutral with respect to the question of whether conditional threats can or do generate promissory obligations, we should take a moment to consider this issue. Beller, Bender & Kuhnmünch's (2005) multi-level approach to conditional inducements includes a deontic component, so empirical research is available on whether subjects interpret conditional threats as capable of generating obligations *on the part of those who issue a threat*. In a standard case of conditional promising, the promisor becomes obligated to perform the consequent act once the promisee satisfies the antecedent condition. If we reason analogously about standard cases of both kinds of conditional inducements, then we would think the threatener is obligated to punish the addressee who does not behave. But clearly this is incorrect. Prudentially speaking, the speaker might want to follow through on their threat in order to maintain credibility, and for this reason they make take themselves to be so obligated, but they have no actual moral obligation to do so. If anything, in the case of a morally permissible issuance of a threat (such as a parent to child), we would think that the speaker *may* carry out the sanction, but not that they *must*. So, if any obligation is associated with a conditional threat, it seems it must be the obligation that arises out of the complementary

promise: if the addressee behaves, then the speaker is obligated not to punish. Even in cases where the speaker is under a pre-existing obligation not to punish the addressee, it would not be a problem if their threat generated a co-extensive obligation.³⁷ I can promise to pay my credit card bill on time, and thereby become obligated to pay my bill on time, even though I am already so obligated. Similarly, I can make a morally obligating promise to take care of my child, even though I am already obligated to do so. The empirical data shows that conditional threats are understood as generating obligations, but only those that arise out of the complementary promise.

3. Background II: Threats and Coercion

The philosophical work on threats is closely tied to the literature on coercion. This is due to Robert Nozick's (1969) influential analysis of coercion which shifted thinking on coercion from acts involving force to acts involving attempts to influence another's choices through the use of threats. Per Nozick's account, one of the conditions necessary for P to coerce Q is that P communicates a claim to Q indicating that if Q performs some action X, then P will bring about some consequence Y that is less desirable to Q than Q's not X-ing (Anderson 2021). Scott Anderson (2010) characterizes Nozick's account of coercion, as well as the majority of the accounts that followed, as "pressure" approaches to coercion, since these accounts focus on the ways in which P uses threats to put pressure on Q's will.

One of the primary aims of this literature is to establish the necessary and sufficient conditions of coercion such that acts of coercion can be correctly identified and individuated. While these conditions are put in terms of threats, threats are seldom investigated in isolation.

³⁷ See Shiffrin (2011) for more on co-extensive obligations, specifically in the case of redundant promises.

Instead, discussion of threats is often focused on efforts to distinguish them from offers and warnings. Consider the following two examples.

(6) *Threat*: If you do not give me your money, I will shoot you.

(7) *Offer*: If you loan me some money, I will pay you back with interest.

Roughly speaking, threats and offers differ in terms of whether the addressee will be better or worse off (in comparison to their present situation) if the speaker follows through on their threat or offer. If the addressee will be worse off, then the speaker issues a threat (6). If the addressee will be better off, then the speaker provides an offer (7). Warnings present situations with potentially negative outcomes for the addressee much in the same way threats do. The distinction, however, hangs on whether the speaker has control over the consequent event. Consider two more examples.

(8) *Threat*: If you do not attend the department colloquium, I will not grant your request for a leave of absence.

(9) *Warning*: If you do not attend the department colloquium, it may make you look bad.

In the case of (8), the speaker is in a position to approve or deny the leave of absence request, so they have control over the outcome and the utterance is considered a threat. In (9), however, the negative outcome of looking bad before one's colleagues is not something the speaker controls, so the utterance is a warning.

As mentioned previously, threats do not typically receive an independent analysis within accounts of coercion. But there is at least one exception. Martin Gunderson offers the following analysis of conditional threatening:

P successfully threatens Q if and only if the following conditions are met:

1. P intentionally makes Q aware that he (P) will intentionally bring about X (or allow X to happen) unless Q does some action, Y.
2. Q does not want P to bring about X (or to allow X to happen), and Q does not want to do Y.
3. Q believes that he cannot both easily avoid having P bring about X (or allow X to happen) and easily avoid doing Y.
4. P believes that conditions (2) and (3) hold, or at least P attempts to propose consequences that meet conditions (2) and (3).
5. In the case in which P threatens to allow X to happen, P has a prima facie duty not to allow X to happen. (Gunderson 1979, p. 257)

I will highlight some of the merits of Gunderson's account before addressing its shortcomings.

Gunderson's first condition distinguishes threats from warnings. It does so by specifying that P makes it known to Q that P has control over the consequent event, X. The second condition is meant to be intuitive as it captures the negative connotation of a threat. The third condition is the success condition in that if Q believes he can easily avoid the negative outcome, X, while at the same time avoid doing the demanded act, Y, then P's threat is unsuccessful. Jointly, conditions (2) and (3) capture the way in which P's threat puts pressure on Q's will.

If we focus on the success condition, however, we can see how it is that Gunderson's account is constrained. "Threaten" on this account, like "coercion" on most of the accounts following Nozick's influence, is a success term. This is explicit in Gunderson's account as it is an account of *successful* threats. The drawback, however, is ontological in nature, as the account is unable to ontologically individuate attempted acts of threatening. We should find this problematic since in morally objectionable instances of threatening, it is also wrong to *attempt* the threaten someone, even if the threat is unsuccessful. Furthermore, Gunderson's account does not specify how it is possible that the speaker could successfully threaten the addressee. Condition (1) merely establishes that the speaker intentionally makes the addressee aware that a sanction will follow non-compliance with the threat. Since the account is an account of successful threats, all we can glean from it is that the speaker's threat is sufficiently impactful on the addressee's psychology. But the account does not help us understand *why* this is the case. A better approach, I suggest, would be to analyze threats primarily in terms of the actions taken by the one making the threat. In the following section I will offer such an account.

4. The Command Account of Conditional Threats

Perhaps one way of answering *why* it is that a speaker's threat succeeds when it does is to ask *how* a speech act like a conditional threat changes the nature of the relationship between the speaker and addressee. To make progress on answering the *how* question, I suggest we start by examining features of morally permissible instances of threats. I have in mind examples like those mentioned in the introduction of this chapter: a parent's threat to punish their child if the child continues to misbehave, an employer's threat to fire a perpetually tardy employee if the employee fails to show up on time, and a drill sergeant's threat to an out of line cadet if the cadet

does not shape up. In each of these cases, the speaker issues a command to their addressee. Here I understand commands following David Owens who writes, “Commands are intended to put their recipients under an *obligation* to comply” (2012, p. 86). Each of these speakers is authorized to issue such a command due to either the nature of the relationship between the two parties, broader contextual factors like each party’s role within some organizational structure, or both. Accordingly, the addressees are obligated to comply with the terms specified in the antecedent of the threat. If they do not, the obligation is enforced via the enactment of the punishment specified in the consequent of the threat.

An objection may be raised here that the addressees in the above examples are already under an obligation to comply with the antecedent terms of the conditional threats, and therefore the command merely serves to remind the addressees of their obligations to comply with previously established and agreed upon norms and expectations. While this is plausible in the employer-employee and drill sergeant-cadet relationships, I do not think this is an accurate characterization of what transpires in the parent-to-child threat. In any case, I do not find this problematic since, as was pointed out at the end of section 2, we can have co-extensive obligations.

To illustrate just what kind of an obligation I take to be generated by the command expressed in a conditional threat, consider the paradigmatic example of a particularly strong kind of threat, an ultimatum. Imagine that P and Q are a couple in a long-term relationship but are unmarried, and that P issues the following ultimatum to Q: *If you don’t marry me then I’m going to leave you.* There is nothing about this threat that we should find morally objectionable as P is free to determine whether or not to stay in the relationship. It is also the case that Q has no pre-existing obligation to marry P. So, if the command expressed via the threat imposes a new

obligation as P intends, then the obligation looks strikingly similar to a promissory obligation in the sense that it is a directed obligation that did not previously exist, but was brought into existence through the utterance of a speech act. Arguably the same kind of obligation comes into existence in the above cases as well. This is why, when the child pushes back against the parent with a “But why?” response, the parent says, “Because I told you so.” And this is why it makes sense when the employer says to the perpetually tardy employee, “*I’m telling you right now*, if you don’t start showing up on time, I’m going to fire you!” The threat serves to do more than just remind the employee that they agreed to be at work at a particular time. It also communicates that “you *wrong* the authority by disobeying a valid order” (Owens 2012, p. 86).

The above analysis can also be used to offer insight into morally impermissible instances of threats. But to best demonstrate how, it will be useful at this time to present what I call *the command account of conditional threats*:

P conditionally threatens Q if and only if P commands that Q do X, or face a penalty Y, as a consequence of not doing X.

Furthermore, the following conditions hold on both the success and moral evaluation of P’s threat:

- (i) P’s threat is *morally objectionable* if P does not have the authority to issue such commands.
- (ii) P’s threat is *successful* if Q regards P as authorized to issue such a command.

The two conditions and some key terms are in need of explanation. First and foremost, an agent's capacity to issue a command is understood as a normative power. Accordingly, a speaker's command imposes an obligation on the addressee through the speaker's *communication of the intention* of imposing that obligation (Owens 2012, p. 100). When the speaker does not in fact possess the normative power to issue such a command, the speaker does not have the authority to issue the threat, and for this reason the threat is morally objectionable. This is because the speaker's threat constitutes an illicit attempt at altering the moral landscape between the speaker and addressee. The speaker's threat is a morally impermissible effort to place the addressee under an obligation. Relatedly, a threat may be morally impermissible if the speaker *does* have the authority to issue such commands, say, due to relevant social, political, or relational structures, but the speaker abuses the authority. This would be when the speaker issues the threat for the wrong reasons (e.g., due to prejudice).

Second, the success of the threat depends on whether or not the addressee regards the speaker as an authority in the relevant sense. I intend *regards* to function as an uptake requirement. For the addressee to regard the speaker as an authority is for the addressee to take the speaker to be in a position to follow through on the sanction specified in the consequent of the threat. In this sense, when the speaker is not authorized to command the addressee as they do via threat but nevertheless succeeds in threatening the addressee, the speaker is a *de facto* authority with respect to the addressee, but not a legitimate authority. When a speaker issues a threat, they represent themselves to their addressee as an authority with the capacity to issue a command, but the accuracy of this representation is threat dependent. In the case of a parent threatening their child that the child will be put in "time-out" if they do not get along with their sibling, the parent veridically represents themselves as a figure of authority. In contrast, when

the mafia boss threatens an informant, the mafia boss represents himself as an authority, at least to the extent that the mafia boss is trying to assure the informant that violent consequences will result from non-compliance. But, at least morally speaking, the mafia boss has no such authority.

The two conditions of the command account therefore operate, or can be evaluated, independently of one another. The *regards* attitude needs to be manifested overtly if we are to determine that the speaker's threat is successful, but due to the way this condition is incorporated into the command account, we can still use the account to both ontologically individuate threats and assess them normatively. The command account overcomes the shortcomings of Gunderson's account in this way, and likely fares better than alternative accounts of conditional threats that might be abstracted from other "pressure" accounts of coercion.

5. Conclusion

I believe the command account of conditional threats is explanatorily powerful beyond the ways discussed in the previous section. For example, the credibility of a speaker's threat can be assessed in terms of how likely the speaker is to be regarded as an authority by the addressee. The account can also explain why a third party might remark, "He is threatening you." In such a case, the third party regards the speaker as having the authority to command the addressee. The command account of conditional threats should also be of benefit to political philosophers interested in coercion. Scott Anderson (2010), for example, describes an earlier understanding of acts of coercion, one that pre-dates Nozick's influence and the "pressure" approaches that followed. Anderson refers to this earlier approach to coercion as the "enforcement approach" whereby coercion is understood "as a kind of activity by a powerful agent who creates and then

utilizes a significant disparity of power over another in order to constrain or alter the latter's possibilities for action" (2010, p. 1). The command account of conditional threats is consistent with this earlier approach to theorizing about coercion.

Appendix: A Critique of Gilbert's Joint Decision Account of Promising

1. Introduction

One of the main questions I aim to answer in this dissertation is, *What is a promise?* This question drives the ontological approach I take to the subject of promising in chapter one, which in turn frames my thinking about promises throughout this dissertation. While little is written directly in response to this question, one answer can be found in Margaret Gilbert's "Three Dogmas About Promising" (2011) and her *joint decision* account of promising. In this essay I will explain why I am not satisfied with Gilbert's account.

Gilbert's joint decision account of promising is a variation on her influential theory of joint commitments, according to which two or more parties are jointly committed to ϕ if each expresses their willingness to commit to ϕ as a pair or group under conditions of common knowledge. In the case of a promise, the parties jointly commit themselves to the decision that one party, the promisor, will perform a certain act. Gilbert lays the groundwork for the joint decision account by first challenging three "dogmas" about promising. The three dogmas reflect intuitions about promising that are assumed in much of the literature on the subject. Gilbert argues that the three dogmas come at the expense of two even more intuitive points about promising, and claims that since the joint decision account respects the two more intuitive points, it is to be preferred over other models of promissory obligation.

I aim to challenge the idea that promises are a species of joint commitments by arguing that Gilbert is mistaken in her calculus of intuitions. Three points of criticism will be raised against the joint decision account of promising. The first concerns one of the two allegedly more intuitive points about promising that Gilbert relies on to pave the way for her account. The second concerns a rather *unintuitive* consequence of the joint decision account, namely that the

promisee cannot unilaterally cancel a promise. The third point of criticism argues that the obligations generated by joint decisions are too weak to be the obligations associated with promises.

This essay proceeds as follows. I begin by explicating Gilbert's views on the three dogmas of promising (§2), followed by the two intuitions she feels are best satisfied by her account (§3). Next, I discuss her joint decision account of promising (§4). This is followed by my critique of the joint decision account (§6) and a brief conclusion (§7).

2. Three Dogmas about Promising

Gilbert sets the stage for her joint decision account of promising by first addressing three long held intuitions about promising, what she calls the three dogmas. She grants that despite calling them dogmas, this does not mean that there is no reason to accept them (2011, p. 82). Rather, what is key is that the three dogmas are generally unargued for. The dogmas are presented as widely held background assumptions in the contemporary promissory literature and Gilbert aims to undermine them. She does so by highlighting what she believes are two even more fundamental intuitions about promising. The dogmas and Gilbert's two more fundamental intuitions are as follows.

2.1 *The Moral Requirement Dogma*

The Moral Requirement dogma holds that promissory obligations are moral obligations. Much of the literature on promising concerns this very issue, specifically the question of what grounds promissory obligations. In lay terms this is the question of why, exactly, it is wrong to break a promise, with the wrongness understood as a moral transgression. The moral

requirement to keep one's promise is derived from more general moral principles. Gilbert points to Thomas Scanlon's (1990) influential Principle F – short for Principle of Fidelity – as an example of one such principle.³⁸ Many other moral theorists have their own accounts of the wrong of promise-breaking which do not necessarily rely on general moral principles, yet it is almost universally agreed that promissory obligations are moral obligations.

2.2 *The No Willing Dogma*

The No Willing Dogma dates back to David Hume's (1778/1739) discussion of promissory obligations in his *Treatise*. Hume maintained skepticism that one could will a new obligation into existence, writing,

“It wou'd be absurd, therefore, to will any new obligation, that is, any new sentiment of pain or pleasure; nor is it possible, that men cou'd naturally fall into so gross an absurdity. A promise, therefore, is *naturally* something altogether unintelligible, nor is there any act of the mind belonging to it.” (1778/1739, p. 517)

Hume argued that because no act of the will could explain promissory obligation, fidelity to promises is an artificial virtue dependent on a morally discretionary convention. John Rawls offers a similar *conventionalist* account of promissory obligation in *A Theory of Justice* (2005). On Rawls's account, promising is both a just and useful social practice, and in light of that, promisors have a duty of fidelity. It is therefore morally impermissible to “free ride” on the practice by breaking one's promise, all the while benefitting from the promises of others.

³⁸ Scanlon argues that Principle F is a general moral principle that no reasonable person would reject, and that it explains the wrong of promise-breaking without reference to any kind of social convention of agreement-making.

Despite these two notable examples, among contemporary theorists the No Willing dogma is not as widely held an intuition as the Moral Requirement dogma.

2.3 *The Immoral Promises Dogma*

According to the Immoral Promises Dogma, immoral promises do not generate promissory obligations. This dogma is a consequence of the Moral Requirement dogma. If promissory obligations are moral obligations, then, so the argument goes, one cannot be morally obligated (in virtue of one's promise) to perform an immoral act. Gilbert, signaling what is to come, writes, "The Immoral Promises dogma on my characterization of it is intended to be agnostic on the question of what kinds of obligation there are" (2011, p. 84). With this Gilbert is introducing the possibility that an immoral promise could generate an obligation, but that the obligation would not be a *moral* obligation. As a result, one could have an obligation to keep their promise and at the same time be morally prohibited from performing the promised act. The suggestion here is not that, due to one's promise, one could have conflicting *moral* obligations, and that, *all-things-considered*, one ought to break their promise. Instead, the suggestion is that there can be conflicting obligations that are not conflicting *moral* obligations. In other words, Gilbert is asking us to be open to the idea that there is more than one sense of an obligation. More accurately, Gilbert is asking us to grant that there are at least three senses or kinds of obligations, moral, institutional (e.g., legal), and a third kind, what she calls the obligations of joint commitments.

3. Two intuitive points about promising

This brings us to the two allegedly more intuitive points about promising. Gilbert argues that the following two points are more fundamental than any of the three dogmas, and that any theory of promising that respects these two more intuitive points ought to be preferred, even if that means abandoning one or more of the three dogmas.

3.1 *Pritchard's Point*

H. A. Pritchard writes, "Once call some act a promise, and all question of whether there is an obligation to do it seems to have vanished" (1968, p. 198). Gilbert believes this quote reflects the intuition that "if someone has promised to do something, then he is obligated to do it" (2011, p. 86). The idea here is that it follows analytically from a promise having been made that the promisor is obligated to follow through on what has been promised.³⁹ If this is correct, then there is a conflict between the Moral Requirement dogma and the Immoral Promises dogma. Following Pritchard's Point, immoral promises are promises, so they must generate promissory obligations. But since promissory obligations are assumed to be moral obligations, we get the conflict that the immoral promisor is morally obligated to perform an immoral act. Gilbert argues, then, that if promises *by definition* generate obligations, and immoral promises are possible, then immoral promises must generate non-moral obligations. As a result, promissory obligations are not necessarily moral obligations, and both the Moral Requirement and Immoral Promises dogmas are in trouble. The intuition brought out by this discussion is that when one has made a promise, they are *in some sense* obligated to follow through on what they have promised. She writes, "I make this proposal without attempting to specify the sense of

³⁹ See also Searle (1964). Shiffrin (2011) holds a similar view.

“obligation” in question, while taking it to be a central, standard sense. I do take it that obligation in the sense of moral requirement is not at issue, if only because one who makes a promise is *not* morally required to act as promised irrespective of its content” (2011, p. 87).

3.2 *Promissory obligations are directed obligations*

The second intuitive point Gilbert asks us to consider is that promissory obligations are directed obligations. Specifically, a promisor’s obligation is directed *to* or *at* their promisee. Correlated with this directed obligation, according to Gilbert, is a right. So, promisors have directed obligations toward their promisees, and promisees have a right to what their promisors have promised. Specifically, the promisee has a right to the fulfillment of the promise. Another way of putting this point is to say that the promisor *owes* the promisee performance of the promised act, and the promisee, in some sense, “owns” the promisor’s performance. And because the promisee owns the promisor’s performance, Gilbert argues that this grounds a standing to demand performance on the part of the promisee.

Gilbert maintains that the above considerations pose a serious problem for the Moral Requirement dogma. Specifically, she argues that any moral principle that might ground a promissory obligation will be insufficient in terms of accounting for the promisee’s special standing to demand performance from the promisor. The problem is that if the principle grants the promisee standing, then it equally grants anyone else standing on the basis that we are all members of the same moral community. The Moral Requirement dogma, then, fails to account for the privileged position the promisee finds herself in with respect to the promised act. If the Moral Requirement dogma is false, that does not mean promisors are never morally required to keep their promises. Instead, Gilbert claims, “The falsity of the Moral Requirement dogma

would imply, rather, that *the full story of promissory obligation cannot be told in terms of one or more moral requirements*” (2011, p. 91). She concludes that “the *primary* story of promissory obligation cannot be a moral requirement story” (2011, p. 91).

4. The Joint Decision Account of Promising

Gilbert offers up an alternative account that both respects Pritchard’s Point and provides a plausible story of a promisee’s standing to demand: *the joint decision account of promising*. The joint decision account of promising is a variation on Gilbert’s influential theory of joint commitments. Joint commitments are posited to explain a wide variety of social phenomena, though for present purposes we only need to concern ourselves with rather basic cases of interpersonal social interaction. Gilbert writes, “A *joint* commitment is not a composite of two or more personal commitments. It is a commitment *of* two or more persons *by* two or more persons” (2011, p. 92). Joint commitments are created via an open expression of readiness to commit to act as a group, on the part of the would-be parties of a joint commitment, expressed under conditions of common knowledge. Once the mutual readiness to commit is known by the parties, the joint commitment comes into existence. In the case of a promise, the joint commitment takes the form of a joint *decision* between the promisee and promisor. The decision is that the promisor will perform the promised act. The readiness to commit and common knowledge conditions are satisfied by the promisor’s offer of the promise and uptake on the part of the promisee.

According to the theory of joint commitment, “To every joint commitment corresponds a set of [...] directed obligations with correlative rights. The parties are obligated to each other to conform to the commitment” (2011, p. 94). The joint decision account of promising therefore

satisfies the intuition that promissory obligations are directed obligations. Furthermore, Gilbert holds that the obligations of a joint commitment are both content- and context-independent, which means her account accords with Pritchard's Point. From this independence, immoral promises, as well as the problematic sexual promises I discuss in chapter two of this dissertation, are obligatory on Gilbert's account. The obligations associated with these otherwise problematic promises are just not *moral* obligations.

5. Critique of the Joint Decision Account of Promising

I turn now to my critique of the joint decision account of promising. I will present three problems for the account. The first concerns Pritchard's Point and what I feel is Gilbert's seemingly arbitrary reading of it, such that her account begs the question of how to ontologically individuate promises. The second concerns an unintuitive consequence of claiming that promises are instances of joint commitments. Just as joint commitments are created jointly, they are destroyed jointly. It follows that in order to rescind a joint commitment, both parties have to agree to rescission. In the case of promising then, this means that promisees do not possess the unilateral power of promise cancellation. The third problem is that the obligations of joint commitments appear to be too weak to be promissory obligations.

Beginning with Pritchard's Point, I want to raise the question of which promissory or promise-like acts can or should be called a promise. My worry is that an arbitrary distinction has been made in determining which "promises" count as promises as far as Pritchard's Point is concerned. Gilbert cites other who agree that immoral promises are possible (meaning such promises generate obligations), so her concerns with the Immoral Promises dogma are justified. But there are other kinds of promises for which it is not clear that all question of whether or not

there is a promissory obligation has vanished. Three such examples have been discussed in this dissertation: promises to the self (chapter 1), sexual promises (chapter 2), and political campaign promises (chapter 3). If promises to the self, for example, are legitimate promises (by which I merely mean that they generate obligations), then they are promises that cannot be accounted for by the joint decision model.⁴⁰ Without two or more distinct parties, a joint commitment is impossible. And as I have discussed elsewhere, there are reasons to question whether campaign promises and sexual promises generate promissory obligations. So, the question is which criteria Gilbert uses to determine which promissory phenomena to call a promise, and no non-arbitrary means of distinction appears to be available in what she has written.

My second point of criticism raises what is perhaps the most unintuitive aspect of the joint decision account of promising. According to the account, promisees lack the power to unilaterally rescind a promise. It is generally understood that promissory obligations can be discharged in one of two ways: the promisor can fulfill the promised act, or the promisee can cancel the promise thereby doing away with the promisor's obligation to perform. One might even argue that this is so widely accepted and intuitive that it could be a fourth dogma, the *Unilateral Cancellation Dogma*. The promisor herself cannot rescind the obligation, for if so, promises would lose all force. However, if promissory obligations are the obligations of joint commitments, the story is very different. Just as joint commitments can only be created jointly, they can only be destroyed jointly. In other words, agreement between both parties is necessary to rescind the promise. Granted, it may very well be the case that joint agreement is present in many cases of promise cancellation. But what is problematic is that the joint decision account

⁴⁰ For positive accounts of obligating promises to the self, see Dannenberg (2015) and Habib (2009).

admits the possibility of the *promisee* being in the wrong for unilaterally attempting to cancel the promise. For example, consider the following scenario.

At Amy's request, Bert promises her that he will come to her house and feed her dog while Amy is away on a trip. Two days later, but prior to her departure, Amy calls Bert and tells him he need not come over to feed the dog while she is gone as Amy's father has offered to stay at Amy's house while she is away. Bert, however, insists that it is no problem for him to look after the dog as Amy's house is on his way to and from work. Amy replies, "No, Bert, you're not getting it, there's no need to come by at all." Bert responds, "But we agreed; I promised I'd come by so I'm coming by."

In calling Bert to let him know her father will be staying at her house Amy attempts to unilaterally rescind the promise and Bert's obligation. But Bert's refusal to be let off the hook, as odd as the behavior may be, is rendered sensible by the joint decision account. Furthermore, what I find particularly troubling is that the joint decision account suggests that Amy is violating an obligation to Bert if she stands firm and insists that Bert does not perform the previously promised act. This is because the obligations of joint commitments cut both ways; Amy is obligated to Bert as Bert is obligated to Amy. Both have the standing to demand of each other that the other conform to the jointly agreed upon decision, which in this case is Bert's promise. But the idea that it is impermissible *in any sense* for Amy to stand firm in her attempts to unilaterally rescind the promise seems at least as unintuitive as Gilbert's allegedly more fundamental points seem intuitive.

There is a plausible remedy to the problem of joint rescission available to Gilbert. It could be packed into the account that in the case of a promise, the joint decision is predicated upon the background understanding that the promisee possess the power of unilateral rescission of the promise. According to this version of the account, in offering the promise the promisor also grants permission to the promisee to rescind if the promisee deems it necessary. Gilbert considers this an alternative approach available to those, like me, who insist on the promisee's unilateral power of rescission, and insists that this should not prevent one from accepting the joint decision account of promising (2011, p. 100). It is not clear, though, given how much weight Gilbert has put on intuition throughout her argument, why the intuitive move here is the alternative, and not the standard.

The third and final point of criticism I want to raise against the joint decision account is that the obligations generated by a joint decision (or commitment) are too weak in the sense that they fail to capture the wrong of breaking a promise. To help illustrate this point I will borrow two examples from Brendan de Kenessey (2020). These examples feature in de Kenessey's defense of his account of promises as proposals in joint practical deliberation. This is an account of promises that is very similar to Gilbert's joint decision account, but one that relies on different arguments from those provided by Gilbert. De Kenessey's examples, with slight modification, are as follows.

Planned Walk: One Saturday morning, Jay proposes to his partner Dee that the two take a walk in the afternoon. Dee agrees. Later, Jay tells Dee, "Sorry, I can't go walking after all – I need to finish writing this section."

Promised Walk: Another Saturday, Jay proposes an afternoon walk to Dee; she agrees. Then, remembering his tendency to abandon their walking plans, Dee says, “Okay, but I want to know that you won’t change your mind this time. Do you *promise* you’ll go on a walk with me this afternoon?” Jay says, “Yes, I promise.” (2020, p. 218)

By Gilbert’s own arguments in her influential paper, “Walking Together: A Paradigmatic Social Phenomenon” (1990), Jay and Dee are jointly committed in *Planned Walk*. If promissory obligations are the obligations of joint commitments, then if Jay reneges on his plan/promise to go for a walk, his actions are equally wrong in both cases. But this seems incorrect since, *intuitively* it seems that the wrong of breaking the promise in *Promised Walk* is more severe than the wrong of abandoning the jointly agreed upon plan in *Planned Walk*. However, Gilbert’s joint decision account of promising lacks the resources needed to explain this intuition. Couple this with the questionable grounds for claiming promises are a species of joint commitments in the first place, as well as the unintuitive consequences that result if promises are joint commitments, we should reject the joint decision account of promising.

6. Conclusion

Since one of my main interests with this dissertation is in developing a means of ontologically individuating instances of promising, especially in non-standard and questionable cases of promissory or promise-like acts, I felt it was important to first examine a competing account, Margaret Gilbert’s joint decision account of promising. As such, I have explicated three reasons for thinking promises are not a species of joint commitments.

Bibliography

- Anderson, S. (2010). The Enforcement Approach to Coercion. *Journal of Ethics and Social Philosophy*, 5(1), 1–31.
- (2013). On Sexual Obligation and Sexual Autonomy. *Hypatia*, 28, 122–141.
- (2021). Coercion. *The Stanford Encyclopedia of Philosophy*. E. N. Zalta (Ed.), <<https://plato.stanford.edu/archives/sum2021/entries/coercion/>>.
- Austin, J. L. (1962). *How to do Things with Words*, J. O. Urmson & M. Sbisá (Eds.), Cambridge, MA: Harvard University Press.
- (1979). Performative Utterances. In J. O. Urmson and G. J. Warnock (Eds.), *Philosophical Papers* (pp. 233–252). Oxford: Oxford University Press.
- Basile, K. C. (1999). Rape by Acquiescence: The Ways in Which Women “Give in” to Unwanted Sex with Their Husbands. *Violence Against Women*, 5, 1036–1058.
- Beerbohm, E. (2016). The Ethics of Electioneering. *Journal of Political Philosophy*, 24(4), 381–405.
- Beller, S., Bender, A. & Kuhn münchen, G. Understanding Conditional Promises and Threats. *Thinking & Reasoning*, 11(3), 209–238.
- Born, A., van Eck, P. & Johannesson, M. (2018). An Experimental Investigation of Election Promises. *Political Psychology*, 39(3), 685–705.
- Bratman, M. (1993). Shared Intention. *Ethics*, 104(1), pp. 97–113.
- Burge, T. (1993). Content Preservation. *The Philosophical Review*, 102(4), 457–488.
- Carnegy-Arbuthnott, H. (2020). On a Promise or on the Game: What’s Wrong with Selling Consent? *Journal of Applied Philosophy*, 37, 408–427.

- Corazzini, L., Kube, S., Maréchal, M. A., & Nicolò, A. (2014). Elections and Deceptions: An Experimental Study on the Behavioral Effects of Democracy. *American Journal of Political Science*, 58(3), 579–592.
- Dannenberg, J. (2015). Promising Ourselves, Promising Others. *The Journal of Ethics*, 19(2), 159–183.
- De Kenessey, B. (2020). Promises as Proposals in Joint Practical Deliberation. *Noûs*, 54(1), 204–232.
- Dougherty, T. (2013). Sex, Lies, and Consent. *Ethics*, 123, 717–744.
- Epstein, B. (2016). A Framework for Social Ontology. *Philosophy of the Social Sciences*, 46(2), 147–167.
- Feltovich, N. & Giovannoni, F. (2015). Selection vs. Accountability: An Experimental Investigation of Campaign Promises in a Moral-hazard Environment. *Journal of Public Economics*, 126, 39–51.
- Fillenbaum, S. (1978). How to do some things with IF. In J. W. Cotton & R. L. Klatzky (Eds.), *Semantic Factors in Cognition* (pp. 169–231). Hillsdale, NJ: Lawrence Erlbaum Associates Inc.
- Fried, C. (2015). *Contract as Promise: A Theory of Contractual Obligation*. Oxford University Press.
- Fruh, K. (2019). Promising's Neglected Siblings: Oaths, Vows, and Promissory Obligation. *Pacific Philosophical Quarterly*, 100, 858–880.
- Geis, M.L. & Zwicky, A.M. (1971). On Invited Inferences. *Linguistic Inquiry*, 2, 561–566.
- Gilbert, M. (1990). Walking Together: A Paradigmatic Social Phenomenon. *Midwest Studies in Philosophy*, XV, 1–15.

- (2009). Shared Intention and Personal Intentions. *Philosophical Studies*, 144, 167–187.
- (2011). Three Dogmas about Promising. In H. Sheinman (Ed.), *Promises and Agreements: Philosophical Essays* (pp. 80–108). New York: Oxford University Press.
- Gunderson, M. (1979). Threats and Coercion. *Canadian Journal of Philosophy*, 9(2), 247–259.
- Habib, A. (2009). Promises to the Self. *Canadian Journal of Philosophy*, 39(4), 537–557.
- Hume, D. (1778/1739). *A Treatise of Human Nature*. New York: Oxford University Press.
- Langton, R. (1993). Speech Acts and Unspeakable Acts. *Philosophy and Public Affairs*, 22, 293–330.
- Liberman, A. (2019). Permissible Promise-Making Under Uncertainty. *Journal of the American Philosophical Association*, 5, 468–486.
- Liberto, H. (2017). The Problem with Sexual Promises. *Ethics*, 127, 383–414.
- (2018). Promises and the Backward Reach of Uptake. *American Philosophical Quarterly*, 55(1), 15–26.
- Mansbridge, J. (2003). Rethinking Representation. *American Political Science Review*, 97(4), 515–528.
- Maravall, J. M. (1999). Accountability and Manipulation. In A. Przeworski, S. C. Stokes & B. Manin (Eds.), *Democracy, Accountability, and Representation* (pp. 154–196), Cambridge University Press.
- Moran, R. (2005). Getting Told and Being Believed. *Philosopher's Imprint*, 5(5), 1–29.
- Naurin, E. (2014). Is a Promise a Promise? Election Pledge Fulfillment in Comparative Perspective Using Sweden as an Example. *West European Politics*, 37(5), 1046–1064.
- Newstead, S. E., Griggs, R. A. & Chrostowski, J. J. (1984). Reasoning with Realistic Disjunctives. *Quarterly Journal of Experimental Psychology*, 36(A), 611–627.

- Nozick, R. (1969). Coercion. In S. Morgenbesser, P. Suppes & M. White (Eds.), *Philosophy, Science, and Method: Essays in Honor of Ernest Nagel* (pp. 440–472), New York: St. Martin's Press.
- Owens, D. (2006). A Simple Theory of Promising. *Philosophical Review*, 115, 51–77.
- (2012). *Shaping the Normative Landscape*. New York: Oxford University Press.
- Pitkin, H.F. (1967). *The Concept of Representation*. Berkeley: University of California Press.
- Pritchard, H.A. (1968). *Moral Obligation and Duty and Interest*, Oxford: Oxford University Press.
- Radin, M.J. (2014). *Boilerplate: The Fine Print, Vanishing Rights, and the Rule of Law*. Princeton: Princeton University Press.
- Rawls, J. (2005). *A Theory of Justice*. Cambridge, MA: Belknap.
- Roth, A. S. (2016). Intention, Expectation, and Promissory Obligation. *Ethics*, 127, 88–115.
- Scanlon, T. (1990). Promises and Practices. *Philosophy & Public Affairs*, 19(3), 199–226.
- Searle, J. (1964). How to Derive ‘Ought’ from ‘Is’. *The Philosophical Review*, 73(1), 43–58.
- Shaw, C. M. (1998). President Clinton’s First Term: Matching Campaign Promises with Presidential Performance. *Congress & the Presidency*, 25(1), 43–65.
- Shiffrin, S. V. (2000). Paternalism, Unconscionability Doctrine, and Accommodation. *Philosophy & Public Affairs*, 29(3), 205–250.
- (2008). Promising, Intimate Relationships, and Conventionalism. *The Philosophical Review*, 117(4), 481–524.
- (2011). Immoral, Conflicting, and Redundant Promises. In R. J. Wallace, R. Kumar, and S. Freeman (Eds.), *Reasons and Recognition: Essays on the Philosophy of T.M. Scanlon* (pp. 155–178). New York: Oxford University Press.

——— (2014). *Speech Matters*. Princeton, New Jersey: Princeton University Press.

Southwood, N. & Friedrich, D. (2009). Promises Beyond Assurance. *Philosophical Studies*, 144(2), 261–280.

Thomson, J. J. (1990). *The Realm of Rights*. Cambridge, MA: Harvard University Press.

Watson, G. (2004). Asserting and Promising. *Philosophical Studies*, 117(1–2), 57–77.