

PROMISES, TIME, AND ABILITY

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Abstract

I consider the proposition that one ought, other things being equal, to keep a promise, viz. that promising generates a requirement (obligation) to keep the promise.

Patricia Greenspan, in her “Practical Reasons and Moral ‘Ought’” (2007), maintains that promises can be understood as detachable “time-bound” oughts.

Proceeding from the “time-bound” view, I dispute this proposition. I maintain that promising does not invariably, or by definition, generate a requirement. There are discountable reasons for keeping promises, relative to the promisor’s ability, or lack thereof, to keep a promise. Also, there may be no reasons — or no reasons to believe that one ought — to keep a promise.

With regard to the ability of the promisor at a given time to keep a promise, I conclude that promissory obligation is time-dependent, while promises per se are not. Ergo: A promise can be made without generating an obligation.

Keywords: *Promise; obligation; ought; ability; detachability*

1. Introduction

I will dispute the proposition (below, section 2) that promises are immediately, or by definition of “promise,” obligation-generating. Not to keep some promises, that is, is *not* wrong, e.g. promises impossible or overly challenging to keep. While promissory obligation rests on the ability of the promisor to keep the promise, ability is not a necessary condition for the making of a promise *per se*. While promises are time-independent, promissory obligation is time-dependent. A promise is genuine irrespective of time-conditions, relative to ability. Yet conditions for keeping a promise, where the promisor is unable to keep it, are such that an obligation to keep it does not arise. Or conditions for keeping a promise, where the promisor is *no longer* able or ill equipped to keep it, can change to such an extent that an obligation to keep it is abolished. A promise can thus be made where an obligation to keep it is abolished — or *without* generating an obligation to keep it.

2. Proposition

Let us propose (*PI*):

Promising generates a requirement, or an obligation, to set oneself to keep the promise made. One ought, other things being equal, to keep it. In other words: Promising is by itself a sufficiently strong reason to keep a promise (cf. Raz 1999:95-6).

The clause “other things being equal” assumes *inter alia* no overriding obligation.¹ So (*n*₁): If you make a promise, and there is no reason not to keep the promise, then you ought to keep the promise. Or (*n*₂): If you make a promise, and there is no equally strong or stronger reason not to keep the promise, then you ought to keep the promise. Further (*n*₃): If you make a promise, and there is no *overriding* reason not to keep the promise, then you ought to keep the promise. If reasons to keep the promise thus stand undefeated, you ought to keep the promise.

An act of promising is obligation-generating by virtue of a deliberate undertaking on part of the promisor and a correlative *right*, or a claim to action, simultaneously accorded to the promisee. By the very act of promising, one undertakes an obligation to perform a certain act, according thus a right to another. The promisor is, therefore², obligated to act as promised in accordance with the promisee’s claim. (Cf. Hart 1955.)

3. Detachability

A promise, on *PI*, is a conditional or an undetachable (“wide-scope”) ought (*O*) of the form:

$$O(\text{if } p, \text{ then } q).^3$$

Or, in the case of promissory obligation:

¹ Another condition for justifiably not acting on a promise is if the promisee releases the promisor from the promise, thus *canceling* the promise.

² “Therefore” will be disputed below.

³ Here, following Broome (2000), we distinguish between detachable (“narrow”) and undetachable (“wide-scope”) oughts (*O*). A detachable ought is of the form “if *p*, then *Oq*”; an undetachable ought is of the form “*O*(if *p*, then *q*).” An ought of the form “if *p*, then *Oq*” is detachable by *modus ponens*, that is, if we grant *p* is true, we can derive *Oq*. An ought of the form *O*(if *p*, then *q*) is not detachable by *modus ponens*, that is, by granting *p* as true, whereas *p* if false also satisfies the requirement. (See also Greenspan (2007).)

O(if you make a promise, you keep it).

E.g.:

O(if you promise to return the book, you return it).

Now, undetachable oughts include, e.g., hypothetical imperatives. However, as Greenspan (2007:188-92) argues, promissory obligation is not equivalent to applying the necessary means to the end willed. For practical necessity, if yet subjectively contingent, does not commit one to the end but only to applying the right means to the end given. Yet one can at any time repudiate the end; and one is then no longer required to apply the means.

In the case of promising, a moral agent cannot repudiate the end. This, in Kantian terminology, is a perfect duty, viz. one *ought* to adopt the end: The end is also a duty (*MM* 6:384-5). If a moral agent has given a promise, she cannot renege on it. It *ought* to be kept.

Greenspan (2007:189) maintains that a conditional “time-bound” ought *is* detachable in a current state of affairs, where its condition at a given time (*t*) is irrevocably settled. At *t*₀, a promise is made; at *t*₁, keeping this promise is determinedly unconditional; hence, the promise *ought* to be kept at *t*₁. So: (*p* at *t*₁.)

O(you keep it).

E.g.: (At *t*₀, you promise to return the book at, or before, *t*₁; at *t*₁, the promise still applies, you have the book intact, and you are freely disposed to return the book; so:)

O(you return it).

At t_1 , the condition for keeping the promise is a “truth” or “fact” unalterable by the agent, whereas time is upon her to keep the promise and she would no longer be justified in, or excused for, renegeing on the promise. As Greenspan (1975) writes:

According to the time-bound view, what lets us detach an ought from its condition is never just the tenseless fact, but only the *presently unalterable* fact, of that condition’s fulfillment — and only while enough time remains to fulfill the ought (Greenspan 1975:260; my emphasis).

In terms of *PI*, an ought is detachable where reasons to keep the promise are undefeated, that is, conditions $n_{1/2/3}$ are satisfied at t_1 . “A promise is made” (p) at t_0 is not sufficient to detach an ought at t_1 . An ought, where a promise has been made at t_0 but a reason to act otherwise obtains, or an overriding obligation is present, at t_1 , does *not* admit of detachment at t_1 . The ought is conditional not only on p but *ceteris paribus* (“other things being equal”).⁴

Granted, one ought to try, or set oneself, to keep a promise; and, if the promise is unavoidably broken, where one intends to act morally, compensation might be in order. However, if reasons to act otherwise obtain, or an overriding obligation is present, at t_1 , I am no longer required to keep the promise at t_1 , though I may be required to compensate the promisee. I *ought*, in fact, to act otherwise, that is, *not* keep the promise. *That* would be the detachable ought, in fact.

Now, if by happenstance reasons to act otherwise obtain, or an overriding obligation is present, at t_1 , I am not to blame for not fulfilling the promissory obligation generated at t_0 . Yet even if I am to blame, such that by my own fault⁵, I am no longer able to keep the promise at t_1 , the obligation to keep it is abolished at t_1 . “[O]ughts are no longer in force when it is too late to see to it that their objects are fulfilled” (Greenspan 1975:263-4). I have violated an

⁴ While Greenspan (2007) does not specify undefeated reasons as conditions for detachment, I gather she might grant $n_{1/2/3}$ as conditions for detachment under “something [...] that is already settled by the time assigned to the act it conditionally requires” (Greenspan 2007). That is, if reasons for keeping a promise are undefeated, the obligation to keep a promise is presently an unalterable fact.

⁵ By “fault,” I mean that by her own actions, a promisor has knowingly and deliberately not set herself (properly) to keep the promise. With regard to challenging promises, one may have acted imprudently or negligently, e.g. by procrastinating, such that, when fulfilling the promise is at hand, keeping the promise is a much greater challenge than if one had acted otherwise. (See section 7 for examples.)

obligation, but since keeping the promise is no longer an option, I am not obligated to keep the promise.

The ability (*a*) to keep a promise is a condition for keeping it. If a promise is made, where at t_1 , the promisor is no longer able to keep the promise, the obligation to keep the promise is abolished. Blame does not retain the obligation, though if one is to blame, one may be obligated to compensate more so than if one is not to blame.

So: $((p \wedge n_{1/2/3} \wedge a) \text{ at } t_1)$:

$O(\text{you keep it})$.

4. The Act of Promising

Searle (1964:45) contends that “[...] promising is, by definition, an act of placing oneself under an obligation.” Similarly: “The essential feature of a promise is that it is the undertaking of an obligation to perform a certain act” (Searle 1969:60). This is *the essential condition* for a promise *sans phrase* (*ibid*). Here, promising is the expression of an intention to undertake an obligation; or, that is, the very expression to make a promise *is* undertaking an obligation.

Still, the essential condition, though necessary, is not sufficient for a promise *sans phrase*; thus not for promissory obligation. Besides the essential condition, as Searle (1969:57-61) expounds, for a promise to be genuine (“sincere and non-defective” (*ibid*, p. 54)), an act of promising is performed by reference to a *future* act to be performed by the speaker (promisor) (*ibid*, pp. 57-8), where, if not for a promise, she would in the normal course of events not obviously perform this act (*ibid*. pp. 59-60). The utterance of giving a promise is intelligible to the hearer (the promisee) and understood as being a promise (*ibid*, p. 57), with no impediments to communication (*ibid*). The promise, also, is given in a serious manner, viz. not as a joke (*ibid*).

Moreover, the speaker *intends* to do as promised; and she believes she can do as promised (*ibid*, p. 60). She further intends the utterance of a sentence to place her under an obligation to do as promised, assuming the semantic rules determining the meaning of the expression uttered are such that the utterance counts as an undertaking of an obligation. As in accordance with semantical rules, the sentence uttered is one which is applied in making a promise (i.e. “I promise to...”). (*Ibid*, pp.60-1.)

Notably, insincerity does not nullify a promise, that is, where one does *not intend* to keep it. “[I]nsincere promises are promises nonetheless [...]” (*ibid*, p. 62). Whether sincere or insincere, promising involves an expression of intention. The insincere promisor, thus, takes responsibility to intend to act on the promise. This condition holds whether or not the utterance is sincere. (*Ibid.*)

Lastly, the hearer wishes the speaker to do as promised or would, in any case, prefer the speaker to do as promised. The speaker believes the hearer wishes or prefers the promise to be kept. In other words, the promise has value for the hearer; and the speaker believes such is the case. (*Ibid.* pp. 58-9.)

5. Degrees of Bindingness

However, as Ross (1939:100) argues, the bindingness of promises is *not* equal in all cases. There are degrees of bindingness. The bindingness of a promise is relative in degree to (1) the *value* of a promise to the promisee; and (2) *how* and *when* the promise was made. We are *more* bound to the promisee if the promise is of a high value than if the promise is of little (or no) value for her. Also, whether a promise was made in a serious and sincere manner or half-heartedly, even insincerely, matters to the degree to which we are bound by the promise. Also, the recency of promise-making seems to add to its bindingness (*ibid*, p. 101).

Here, the value of a promise to the promisee and the seriousness of promise-making correlate with those in Searle (1969). However, Searle does not list conditions relative to time, as however does Ross (1939), save the reference made to a future act by the promisor. Notably though, Ross is occupied with promissory obligation, whereas Searle is occupied with promises *sans phrase*. Time-conditions do not apply for promises *sans phrase*, but they do apply to promissory obligation.

As Ross (1939:98-9) argues, in this regard, we need to examine the conditions under which a promise was made, that is, whether those still apply. A promise is subject to unexpressed conditions the presence of which “has its dangers [...] in particular [...] the very vague unexpressed condition ‘If circumstances have not become very different’” (*ibid*, p. 98). If the conditions under which a promise was made no longer apply such that fulfilling the promise becomes impossible, the *duty* to fulfill the promise is abolished (*ibid*, p. 109).⁶

⁶ Though a duty for compensation may instead be created: “[T]he situation has developed in such a way as to abolish the duty — though it has created another instead” (Ross 1939:109). — A promise can otherwise be

Now, we are not, strictly speaking, under an obligation to effect a change so as to fulfill a promise but to *set ourselves* to do as promised (*ibid*, p. 108). Yet an obligation to set oneself to do as promised does not unconditionally remain binding until the promise has been fulfilled, or, rather, one has brought oneself to fulfill it; — or, in any case, one has brought oneself to *intend* to fulfill it. This clarification allows abolition of promissory obligation, viz. that if fulfilling the promise has become impossible, the obligation to do as promised is abolished. E.g.: If I have promised to return a book but the book is destroyed, I am no longer obligated to set myself to return the book, though I may owe compensation to the promisee. (*Ibid*, p. 109.)

6. *P1* amended

6.1. *Value*

Following Ross (1939), if a promise is more or less binding relative to its value for the promisee, then, arguably, there would be no degree to which the promisor would be bound to keep a valueless promise. However, following Searle (1969), as the value for the promisee is a condition not for promissory obligation but a promise *sans phrase*, an utterance of promising is not a genuine promise, if the promisee puts *no* value in the utterance as such. Still, as in uttering “I promise to...”, where I do not *intend* to act accordingly (φ), I may yet be understood as to *communicate* an intention to undertake an obligation to φ and thus veritably promise to φ , I may so utter and likewise be understood as to communicate an intention to undertake an obligation, where a claim to action, correspondingly, is valueless for the hearer. If an insincere promise is a promise *sans phrase*, so is a valueless promise.⁷

6.2. *Ability*

We allow abolition of promissory obligation if conditions no longer apply for it. So: If promissory obligation is abolished when it *becomes* impossible to fulfill, then one is not bound by the promise if its fulfillment *is* impossible, or wholly unrealistic, to begin with — promissory obligation never arises. Yet, though promissory obligation is abolished or never arises, the promise *per se* is not nullified; — one has nonetheless uttered a genuine promise,

cancelled by the promisee, as he may no longer desire the thing promised (whether or not impossible to fulfill). Compensation is less or hardly needed, in that case.

⁷ This will be argued further in section 6.4.

according to conditions set forth by Searle (1969). Yet, with regard to her ability, to hold a promisor to the promise may be deemed too demanding.⁸

Now, while a condition for a promise *sans phrase* is that the speaker *intends* to do and *believes* she can do as promised, a condition for promissory obligation is that she *can* do as promised. If she foreseeably cannot do as promised, though she intends and believes she can do as promised, we do not hold her to the promise.

In certain circumstances (*C*) at a given time (*t*), promissory obligation is (1) abolished, when a veritable promise has yet been made. Here, with or without blame, fulfilling the promise *becomes* impossible in *C* at *t*₁; thus, promissory obligation is abolished. Or (2): Promissory obligation never arises; yet a veritable promise is made at *t*₀. Here, a promise *is* impossible to keep, thus not generating promissory obligation at the outset — *t*₀.

In (1), an ought is not detachable in *C* at *t*₁. In (2), an ought is not detachable in *C* at *t*₀. In neither case, the promise is nullified. In (1), although promissory obligation is abolished, the promise stands, according to conditions set forth in Searle (1969). In fact, I may owe compensation to the promisee by virtue of another ought generated from the promise unfulfilled, relative, again, to conditions *p*, *n*_{1/2/3}, and *a*. In (2), though promissory obligation never arises, a genuine promise is made, according to conditions set forth in Searle (1969).

A t-bound ought is detachable given a constancy of obligation as determined in *C* at *t*₁ relative to the promisor's ability to fulfill the promise in *C* at *t*₀ until *t*₁. Or: A t-bound ought is detachable given that an obligation obtains at *t*₀, that is, provided that the promisor *can* keep the promise as judged in *C* at *t*₀.

If a promise involves an object which the promisor cannot foreseeably accomplish in *C* at *t*₀, we rightly do not hold her to the promise; as we rightly would not hold her to the promise in *C* at *t*₁, where the promise has *become* impossible to keep.

Condition *a* in *C* at *t*₀ or *t*₁, if not fulfilled, does not allow an ought to be detached. If a promise is made at *t*₀, in the absence of opposing reasons or an overriding obligation, where $\sim a$, then the ought is not detachable at *t*₀; yet the promise stands. Also, in the absence of

⁸ We could say, also, that for a third party to hold a promisor to a *anceled* promise is too demanding. Here, however, as the promise *per se* is nullified, promissory obligation is immediately abolished. In the case of promises impossible to fulfill, by contrast, the promise stands, while promissory obligation either does not arise or is abolished. Then the promisee herself might hold the promisor to the promise, too demandingly.

opposing reasons or an overriding obligation, where $\sim a$ at t_1 , the promise stands without a detachable ought.

Condition a in C at t_0 is, furthermore, inconsistent with PI which does not allow a genuine promise without its generating a requirement to keep it.

6.3. *Reasons to Keep Promises*⁹

Let us thus amend PI : If in C at t_0 , the promisor *can* begin to set herself to keep the promise, or at t_1 , she *can* keep the promise, she ought, other things being equal, to keep the promise. Now, “other things being equal,” besides overriding obligation, assumes the potential for a greater, if not an overwhelming, challenge in the fulfillment of a promise.

So: If in C at t_0 it is, or at t_1 it has unexpectedly become, challenging to fulfill a promise, the bindingness of a promise (let us propose) may be of such weak force, or diminished to a degree that, one is *not required* to keep the promise; yet one has strong enough reasons to set oneself to keep the promise or persisting in so doing. Here, a promise is supported by reasons which cannot be discounted, viz. the promisor cannot choose *not* to act on them, thereby breaking the promise. In case the promise is not fulfilled, — even if by no fault of one’s own, fulfilling the promise had become challenging, — one is, with exceptions and if applicable¹⁰, yet to be blamed for (1) not setting oneself properly (i.e. showing more effort) to keep the promise; and (2) not keeping the promise. If by one’s own fault, a promise is, or has become, challenging, one *may* be blamed for (1) making it the case that the promise is, or has become, challenging; (2) not setting oneself properly to keep the promise; and (3) not keeping the promise.

Whether or not by one’s own fault, though rather by fault, the promisor is not poised to be excused for breaking the promise and so *may* owe compensation to the promisee. Further, in case the promise is broken, since one is not permitted, despite the absence of a requirement, to choose not to act on the relevant reasons, therein is a fine line between doing a wrong and *not* doing a wrong.

If in C at t_0 it is, or at t_1 it has unexpectedly become, *overly* challenging to keep a promise, one is *not required* to keep the promise and one has, if any, discountable reasons,

⁹ In this section, I discuss reasons for keeping promises in general terms. See relevant examples in section 7.

¹⁰ Below (in this sub-section), I shall use “*may*” in lieu of “with exceptions and if applicable” indicating possibility or probability because whether or not one does commit a wrong, deserves blame, and owes compensation comes down to examples. (See section 7 for examples.) A non-italicized “*may*” in this and other sections does not serve the same purpose.

though possibly of some weight, to set oneself to keep the promise, viz. reasons whereby it would not be wrong to choose *not* to act on them, that is, *not* to set oneself to keep the promise.

Here, in not fulfilling (“breaking”) the promise, wrongness is not relevant. Whether or not by fault of one’s own, if fulfilling the promise is, or has become, overly challenging such that reasons for keeping it are discountable, to discount the reasons for keeping it, in effect breaking the promise, is *not* wrong. Since a requirement does not obtain at t_0 , or is abolished at t_1 , and reasons do not support action over an opposite action (or inaction), there is no wrong in discounting the reasons for keeping the promise.

However, if by fault of one’s own, reasons for keeping a promise are, or have become, discountable in C , one *may have committed* a wrong, viz. for not keeping the promise *in time*; and so one *may* be blamed for (1) making it the case that the promise is, or has become, overly challenging; and (2) not setting oneself properly to keep the promise; but not (3) *not* keeping the promise. That is, since the requirement does not obtain, or has been abolished, and strong enough reasons to keep the promise do not remain, the promisor is not to be blamed (perchance excused) for not keeping the promise — though she *may* be otherwise blamed, perchance required or expected to compensate.

If by no fault of one’s own, a promise is, or has become, overly challenging, one is to be blamed neither for (1) not setting oneself to keep the promise; nor (2) not keeping the promise. Still, to note a caveat: If the promisor is, by reason of character defects (e.g. weakness of will), apparently unable to keep the promise, to begin with (at t_0), she *may* be blamed (perhaps unfairly), in the form of a judgment of her character¹¹, for (3) making it the case that reasons for keeping the promise are discountable; and thus she *may* owe compensation. Otherwise, the promisor is to be excused for not keeping the promise; she is undeserving of blame and does not owe compensation, in case of non-fulfillment.

If in C at t_1 it has *become impossible* to fulfill a promise, promissory obligation is abolished such that one has, if any, discountable reasons *to set oneself to keep* the promise. That is, as the promisor may at t_1 choose *not* to act on (i.e. discount) reasons for keeping the promise (in setting herself to keep the promise), she may persist in *setting herself to keep* the promise, though reasons for *keeping* the promise are non-optional, whereas the promise

¹¹ Not including physical disability.

cannot at this point be fulfilled. To *set oneself to keep* a promise one *cannot* fulfill may be judged as silly, foolish, etc.; yet not thereby irrational, though here there is a fine line.

If by fault of one's own, a promise has *become impossible* to fulfill at t_1 , one *may* be blamed for (1) making it the case that the promise has become impossible to fulfill; and (2) not setting oneself properly to keep the promise; but not (3) *not* keeping the promise; and by reason of (1) and (2), the promisor, not to be excused, *may* owe compensation.

If by no fault of one's own, one is neither to be blamed for (1) not setting oneself properly to keep the promise; nor (2) *not* keeping the promise. In the form of a judgment of her character, the promisor may yet be (unfairly) blamed for (3) making it the case that the promise has become impossible to fulfill; and thus she *may* owe compensation. Otherwise, she is excused.

Further, if fulfilling a promise is possible in some C at some t but impossible in any C at any t *for the promisor*, she *may* be blamed by reason of prior action (or, again perhaps unfairly, in the form of a judgment of her character¹²) for (1) making it the case that the promise is impossible for her; but not (2) *not* setting herself to keep the promise (since she cannot); and not (3) *not* keeping the promise (since she cannot). Though reasons *to keep* a promise are, in this case, non-optional, they are optional with regard to *persisting in setting oneself to keep* the promise, perhaps foolishly (yet not thereby irrationally); and in that sense, we can call them “discountable” — because the promisor can equally choose *not* to set herself to keep the promise (thus discounting the reasons to keep the promise).

Lastly, if in any C at any t , it *is impossible* to fulfill a promise, one has, if any, discountable reasons *to set oneself to keep* the promise, though one *cannot* keep it. Here, fault is irrelevant; there is no blame in not setting oneself to keep the promise, or otherwise, since obligation *can never* arise, thus ruling out, also, compensation.

6.4. Reasons to Believe Promises

Now, if fulfilling a promise is or has become challenging or overwhelming, or, moreover, impossible, the promisee would be right to doubt or not to believe that the promise would be kept; for the promisee would have no reasons to believe that the promise would be kept, namely, that the promisor *can* and *will* keep the promise — or at best those would be

¹² Not including, e.g., paralysis.

few and weak, relative to the degree of challenge. In that case, promissory obligation is not incurred.

If one expresses an intention to undertake an obligation which cannot — or is overly challenging — to fulfill, where the promisee accordingly has no (or few) reasons to believe the promise will be kept, the obligation thus undertaken does not “take” — it is not generated. Yet, as a promise *sans phrase* is understood, following Searle (1964; 1969), as the very expression of an intention to undertake an obligation, it suffices for a promise *sans phrase* that the promisor believes — even if she has no reasons to believe — she can keep the promise, viz. that she intends and expresses her intention to keep it. The promise, then, is not nullified even if there are no reasons to believe it *can* and *will* be kept.

Arguably, since for a promise *sans phrase*, the promisee, as Searle contends, *wants* the promise to be kept and it has value for him, the promisee *believes* — or has reasons to believe — it will be kept. Yet the promisee may *wish*¹³ the promise to be kept, as it has value for him, while believing the promisor herself believes she can keep it, although in the absence of his own belief in her ability; — he may wish that she *could*; even, further, in the absence of believing that she herself believes she can.

Further: As the *expression* or *communication* of an intention of undertaking an obligation determines whether a promise is veritable — not the sincerity (i.e. intention *per se*) of the promisor — belief, likewise, ought not determine genuineness of a promise. If “I promise to...” communicated to the promisee makes a genuine promise in the absence of an intention to keep it, the same holds in the absence of a belief that the promise will be kept (because it cannot be kept), even where the promisor herself does not believe she will (or she can); and the same should hold, further, in the absence of wishing or value. In fact, for Searle to remain consistent on this point, his essential condition should not only be necessary but sufficient for a promise *sans phrase*.

7. Examples

7.1. *Promise M*

Consider the promise (M):

¹³ Searle, in fact, uses the term “wish.”

“Give me a lever and a place to stand and I will move the earth.”

This *promise*, excluding Archimedes, is impossible to fulfill at t_0 , that is, when the promise is made; or in any C at any t . Given that you have veritably promised to move the earth (p), where no opposing or overriding obligation obtains ($n_{1/2/3}$), still, if you cannot move the earth ($\sim a$), you are not under an obligation to move the earth at t_0 . So, ($p, n_{1/2/3}, \sim a$) at t_0 :

~OM.

7.2. *Promise R*

Consider the promise (R):

“I promise to return the book”

where the book is accidentally destroyed at t_1 . Then, with $p, n_{1/2/3}, a$ at t_0 but $\sim a$ at t_1 :

~OR.

Or, if I destroyed the book, say, in a fit of rage, then still, with $p, n_{1/2/3}, a$ at t_0 but $\sim a$ at t_1 :

~OR.

Yet, whereas previously I can be excused, here I am to blame for (1) making it the case that the promise has become impossible to fulfill and (2) not setting myself properly to keep the promise. Also, I owe the promisee compensation.

Or, say, if I returned the book by mail, and the book has been lost in the mail, and let us further assume that the book was rare, then fulfilling the promise has become (overly) challenging, such that with $p, n_{1/2/3}, a$ at t_0 but (seemingly) $\sim a$ at t_1 :

~OR.

Or, where the book is already destroyed at t_0 , assumedly without my knowledge, consider the promise G:

“I promise to get the book.”

Then, with p , (assumedly) $n_{1/2/3}$, but (in fact) $\sim a$, at t_0 :

~OG.

7.3. *Promise S*

Consider the promise (S):

“I promise to stop smoking tomorrow.”

Now, if this is an “empty” promise (with p , $n_{1/2/3}$, $\sim a$ at t_0 — and t_1 (tomorrow)), where one has made similar promises multiple times without keeping them, — that is, if at t_0 there is little or no reason to believe one will keep the promise at t_1 , — and, besides, keeping the promise may be considered (overly) challenging or impossible *for the promisor*, where the promisor is (perhaps unfairly) to be blamed for weakness of will — then at t_0 :

~OS.

All the same, S *is* a promise, expressed and communicated as an intention to undertake an obligation to stop smoking.

8. Promissory Obligation

If we allow degrees of bindingness and abolition of duty or obligation, we can, *pace* Searle (1964; 1969), question the bindingness of a promise *sans phrase*. The ability of the promisor to bring herself to fulfill the promise, *inter alia* matters. A promise *sans phrase* may contain a proposition which the promisor cannot fulfill at t_0 whereby promissory obligation is not generated; or at t_1 whereby promissory obligation is abolished. In either case, the promisor is not obligated to keep the promise though she undertakes, or has undertaken, an obligation to keep it. So: In making a genuine promise, whereby one undertakes an obligation to do as promised, one is not thereby obligated to keep the promise.

Further, promising, i.e. the undertaking of an obligation to do as promised, does not immediately establish an obligation to keep the promise made, that is, if condition *a* is not fulfilled at t_0 . A speech act, viz. that of promising, does not by itself establish an obligation. Even in the absence of opposing reasons or an overriding obligation, one is not immediately obligated to keep a promise *sans phrase*. To conclude an obligation from the undertaking of one is a *non sequitur*.

The necessary and sufficient conditions for a promise *sans phrase*, as set forth in Searle (1969), are not the same necessary and sufficient conditions for promissory obligation. Granted that the essential condition and other conditions set forth in Searle (1969) are relevant and comprehensive for the making of a genuine promise; and given that they are satisfied, promissory obligation does not thereby follow.

Lastly, if contrasting obligation and the undertaking of one seems at odds with ordinary language, disputing Searle's (1964; 1969) claim that by promising, one *necessarily* undertakes (thus has) an obligation, is at hand, instead.¹⁴ Yet to dispute this claim, we must distinguish the act of promising from the undertaking of an obligation — but, as we are granting Searle, in the very act of promising, I *signify* an intention to place myself under an obligation¹⁵ (as in saying, e.g., “I promise to...”). Not to grant this, that is, to separate an act of promising from the undertaking of an obligation, *is* at odds with ordinary language. To separate obligation from the undertaking of one, however, is just to distinguish between possessing an obligation from intending to adopt one. If that is at odds with ordinary language, ordinary language is at fault.

¹⁴ Patricia Greenspan has noted this in correspondence.

¹⁵ So, we are distinguishing signification of an obligation from possessing an obligation.

9. Conclusion

A genuine promise can be made, *where an obligation is undertaken to keep it*, without generating an obligation to keep it. The proposition (in section 2) that one ought, other things being equal, to (bring oneself to) keep a promise is rejected on the possibility of promise-keeping supported by, *if any*, discountable reasons. If reasons for promise-keeping are discountable, then an ought is not detachable. If there are no reasons for keeping a promise, then an ought is not detachable. Now, discountable promises are not nullified *qua* promises. Promises, on these terms, may be deemed “empty,” “silly,” or some such, but, as insincere promises, they are promises nonetheless.

The foregoing argument has been designed to show that granting Searle conditions for a genuine promise, with the essential condition, does not thereby allow us to detach an ought for that promise, as promissory obligation is not immediately generated by the making of a promise *qua* undertaking of an obligation. Yet further, as I claim, Searle’s essential condition for a promise *sans phrase* is also sufficient.

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