

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 optional reasons for keeping promises, relative to the promisor’s ability 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 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 is *not* wrong, I shall maintain, e.g. promises impossible or overly challenging to keep. While promises are time-independent, promissory obligation is time-dependent. A promise is genuine irrespective of time-conditions. Yet conditions for keeping a promise can be such that an obligation to keep it does not arise. Or conditions for keeping a promise can change to such an extent that an obligation to keep it is abolished. A promise can thus be made without generating an obligation to keep it; or where an obligation to keep it is abolished.

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:

$$O(\text{if you make a promise, you keep it}).$$

E.g.:

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* as false also satisfies the requirement. (See also Greenspan (2007).)

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 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 “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 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 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.)

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*).

The essential condition is not sufficient, though necessary, 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...”). (*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 for her than if the promise is of little (or no) value. 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, 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” (Ross 1939:98), in particular “If circumstances have not become very different.” 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 (Ross 1939:109).⁶

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 (Ross 1939:108). 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 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 cancelled by the promisee, as she may no longer desire the thing promised (whether or not impossible) — compensation is less or hardly needed, in that case.

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 for a promise *sans phrase*, an utterance of promising is not a genuine promise, if the promisee puts *no* value in the utterance as such. Given that, the value of a promise is not a condition for promissory obligation but a promise *sans phrase*.

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, 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.⁷

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, in the first place, that is, at *t* of promise-making.

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,

⁷ We could say, also, that for a third party to hold a promisor to a *canceled* 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.

the promise still 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 “time-bound” ought is detachable relative to the constancy of obligation as determined in C at t_1 and the promisor’s ability to fulfill the promise in C at t_0 or t_1 .

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 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*⁸

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

⁸ In this section, I discuss reasons for keeping promises in general terms. See relevant examples in section 7.

and if applicable⁹, 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, 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.

⁹ 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 other sections does not serve the same purpose.

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 character¹⁰, 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 *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 is impossible at t_1 , while possible to fulfill at t_0 , 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 character¹¹) 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*

¹⁰ Not including physical disability.

¹¹ Not including, e.g., paralysis.

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 impossible in any C at any t to fulfill a promise, one has, if any, discountable reasons *to set oneself to keep* the promise, though she *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.

7. Examples

7.1. *Promise M*

Consider the promise (M):

“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 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.

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 conditions set forth in Searle (1969) are relevant and comprehensive; and given that they are satisfied, promissory obligation does not thereby follow. Satisfying the essential condition and other conditions for the making of a genuine promise, does not thereby establish promissory obligation.

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.¹² 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 obligation¹³ (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.

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 generated by the making of a promise *qua* undertaking of an obligation.

References

1. BROOME, J. “Normative Requirements.” *Normativity*, pp. 78-99. Edited by Jonathan Dancy. Oxford: Blackwell Publishers, 2000.
2. GREENSPAN, P. “Conditional Oughts and Hypothetical Imperatives.” *The Journal of Philosophy*, Vol. 72, No. 10, pp. 259-276. Journal of Philosophy, Inc., 1975.
3. GREENSPAN, P. “Practical Reasons and Moral ‘Ought’.” *Oxford Studies in Metaethics*, Vol. 2, pp.172-94. Oxford: Oxford University Press, 2007.

¹² Patricia Greenspan has noted this in correspondence.

¹³ So, we are distinguishing signification of an obligation from possessing an obligation.

4. HART, H.L.A. "Are There Any Natural Rights?" *The Philosophical Review*, Vol. 64, No. 2. (Apr., 1955), pp. 175-91. Duke University Press, 1955.
5. KANT, I. *The Metaphysics of Morals*. Translated by Mary Gregor. Cambridge: Cambridge University Press, 1991.
6. RAZ, J. *Engaging Reason*. Oxford: Oxford University Press, 1999.
7. ROSS, D. *Foundations of Ethics*. Oxford: Oxford University Press, 1939.
8. SEARLE, J.R. "How to Derive "Ought" from "Is"." *The Philosophical Review*, Vol. 73, No. 1 (Jan., 1964), pp. 43-58. Duke University Press, 1964.
9. SEARLE, J.R. *Speech Acts. An Essay in the Philosophy of Language*. Cambridge: Cambridge University Press, The Press Syndicate of the University of Cambridge, 1969.