

# PROMISING TO DO WRONG

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*Draft – Comments Very Welcome*

## Introduction

Most of us will agree that a promise to kill, assault, or steal from another cannot be normatively binding, at least in the absence of some extraordinary justification. But it turns out to be not so easy to say why. It is easy to see that killing, assaulting, and stealing from another are all forms of conduct that are ordinarily morally wrongful. It is harder to say what exactly is the connection between the moral impermissibility of an action and the normative bindingness of a promise to perform it.

Suppose that Green and Gray are competing for a promotion that is much coveted by both, and suppose that Green's friend, Brown, promises Green that he will eliminate Gray from the competition by killing him (*Promotion*). Most of us will agree that Brown's promise here fails to bind, that is to say, the promise fails to give Brown a genuine reason, much less an obligation, to perform the promised action.<sup>1</sup> But if Brown is perfectly sincere in making

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<sup>1</sup> Some might disagree. One might suggest that the promise does indeed generate a reason for Brown to kill Gray, but the reason is simply *outweighed* by the contrary value of preserving Gray's life. John Searle adopts a version of this position in his *Rationality in Action* (Cambridge, MA: MIT Press, 2001) at 194. According to Searle, it is a mistake "to suppose that if you promise to do something evil there is no obligation at all to keep the promise... The correct way to describe such cases is to say that you do indeed have an obligation to keep the promise but it is overridden by the evil nature of the promised act." In response, we may note three things. First, as an intuitive matter, the idea that we may give ourselves a genuine reason to kill another person simply by making a promise to do so seems highly suspect if not downright absurd. Second, the idea would imply, quite implausibly, that I may make my act of killing someone more normatively justified, that is, more supported by reasons, simply by going around and promising others that I will carry out the killing. Third, the outweighing account runs into trouble when we consider cases where the moral stakes are considerably lower. Suppose that I promise you that I will steal a small amount of cash from my co-worker's wallet in order to buy you a tasty beverage. Here, the account seems to imply that my promise morally requires me to perform, provided that the amount of cash I

his offer, and if it is an offer that Green enthusiastically accepts, then what precisely is it about Brown's promise to Green that should render the whole exchange normatively impotent?

Consider an obvious reply: It would be morally wrong for Brown to kill Gray quite apart from any promise to do so. And we may go on to suggest, as a more general principle, that a promise to  $\Phi$  is normative binding only if the promisor is independently morally permitted to  $\Phi$ . The proposal no doubt has some measure of intuitive force, but it turns out to be difficult to sustain in the face of clear counterexamples.

Consider a case of *conflicting promises*. On Monday morning, Amber promises Violet that she will lunch with her tomorrow at noon. On Monday afternoon, Amber makes a similar but conflicting promise to Ruby (*Lunch*). Prior to Amber's second promise, she is under an undefeated obligation to lunch with Violet. It would be antecedently morally wrong, therefore, for Amber to lunch with Ruby instead. Yet, once Amber's second promise is offered and accepted, she incurs a conflicting but nevertheless *binding* obligation to lunch with Ruby. For, unlike Green in *Promotion*, Ruby is in a position to rightfully *demand* performance from Amber. Moreover, it would be entirely appropriate for Ruby to *blame* Amber if she stands her up, in which case Amber owes Ruby an *apology* for her non-performance. And if Violet happens to release Amber from her first promise, it is not as if Amber is morally free to decide her lunch activities however she pleases; she is *still* under a binding obligation, owed to Ruby, to meet the latter for lunch.<sup>2</sup>

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propose to take is small enough to render my proposed act only a very minor moral infraction in comparison to the disvalue of breaking my promise.

<sup>2</sup> Some might disagree that Amber's second promise to Ruby is genuinely binding. On one suggestion, only Amber's first promise to Violet is a binding promise. But the problem is that, if we regard Amber's promise to Ruby as a sham, then it is difficult to explain why upon being released from her first promise, Amber is still obligated to meet Ruby for lunch. On another suggestion, while Amber's second promise to Ruby is not genuinely binding, the exchange does create certain other reasons, such as reasons of apology or compensation. But in a situation where Amber is released from her first promise to Violet, what Amber morally owes to Ruby cannot be discharged simply by giving Ruby a timely warning or compensating Ruby for the loss of her time.

The problem here is not unique to cases of conflicting promises. It arises in many cases of promises to engage in an activity that is at odds with what the promisor antecedently ought to do. My promise to help you move looks to be normatively binding, even if I am under a prior fiduciary obligation to attend a company meeting elsewhere. Similarly, the bindingness of my promise to drive you to the local train station is not invalidated merely because, in the absence of the promise, I ought to be present at my child's graduation ceremony.

In this paper, I consider a range of cases that belong to the category of *promising to do what is otherwise morally wrong*. In these cases, the promisor promises to do an action that is independently morally impermissible for her to carry out. My first aim in this paper is to specify the conditions under which a promise to do an otherwise wrongful action is nevertheless normatively binding. I begin, in section 1, by examining a number of existing proposals offered by philosophers in response to what I shall call the *problem of wrongful promises*. Finding these proposals wanting, I turn to the presentation of my own approach in section 2. There, I explore and advance a *promisee-centric* condition of bindingness, according to which the bindingness of a promise to perform an otherwise wrongful action turns on whether the *promisee* in particular may permissibly aim at the realization of the promised outcome. My promisee-centric approach, I contend, does better than any of the competing approaches in capturing the correct verdicts in the leading cases I consider.

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In the absence of a further release from Ruby, the obligation Amber is under uniquely requires *performance*. On a third suggestion, Amber's second promise to Ruby creates only a *conditional* obligation; Amber is morally required to perform only conditional on her being released from her first promise to Violet. But the problem now is that we can easily imagine a version of *Lunch* where what Amber ought to do, all things considered, is to keep her second promise to Ruby rather than her first promise to Violet. Imagine, for example, that Ruby will incur a hefty loss if Amber turns out to be a no-show, whereas Violet will incur no comparable setback to her interests. In this case, Amber ought to meet Ruby and not Violet for lunch. These observations are difficult to make sense of if Amber's second promise fails to establish a binding promissory relationship between herself and Ruby.

But my objective in the paper goes beyond merely getting the cases right. In section 3, I take up the more theoretical task of articulating a deeper rationale for the kind of promisee-centric approach that I favor. The need for such a rationale is not limited to the concern that, on the face of it, it is far from clear why the perspective of the promisee should be placed front and center in determining a promise's bindingness. At a still deeper level, we may rightly feel uneasy about the idea that a promise can, at least in some cases, lend a measure of moral legitimacy to the performance of an otherwise wrongful action. For one thing, the idea seems to open our system of morality to manipulation and abuse, providing a readily available means for individuals to voluntarily acquire reasons to carry out actions that they were previously morally prohibited from doing. For another, allowing some wrongful promises to bind seems to lessen the moral protection that many third parties would have enjoyed under an alternative system, according to which such promises are categorically denied reason-giving force. Clearly, these deeper concerns cannot be simply addressed by an exercise in distinguishing cases, not even one that succeeds in terms of extensional adequacy.

To provide the needed rationale, I motivate and defend a distinctive conception of the normative relationship between promisors and promisees, one that sees the former as *acting as instruments* of the latter in realizing the promised outcome. I argue that the institution of promising may be plausibly and fruitfully viewed as a morally sanctioned way for us to depart from our default moral independence from one another as agents in the world; it is a way for us to place our own agential capacities in closer reach of others. Thus understood, promising serves our interests in having an expanded degree of control over what happens in the world, by allowing us to act not only through our own agency but also through the agencies of others. On this picture, a binding promise transforms part of the promisor's agential capacities into an instrument at the promisee's disposal, and the promisor — in her role as a promisor — accordingly *inherits* her reason to perform from the moral authority of the *promisee* to bring about the

promised outcome. This way of viewing our promissory relationships helps to explain why the normative perspective of the promisee is so central to the determination of promissory bindingness, and it also helps to temper the worry that, if a promise to do an otherwise wrongful action can nevertheless be normatively binding, then all of us may simply create for ourselves reasons to do wrong as we please. Or so I will argue.

A few terminological clarifications before I proceed. I call a promise *normatively binding* just in case, in virtue of the promise made, the promisor has a genuine reason to perform the promised action. Notice, first, that the reason to which a binding promise gives rise need only be *pro tanto* in nature. Quite familiarly, a promise may be genuinely binding even if its reason-giving force is in the end outweighed by sufficiently strong countervailing considerations. Notice, second, that the reason at issue is specifically a reason to *perform* the promised action. Some promissory exchanges do not bind the promisor to perform, even though they give rise to reasons of other sorts. Consider, for example, my promise to gift you a very rare book, which in actuality belongs to my neighbor. Here, my performing as promised would amount to stealing from a third party, and I maintain that I cannot so easily give myself a genuine reason to commit theft. Yet, in virtue of our exchange, I may incur a reason to apologize to you for falsely representing my ownership over the book, and I may additionally incur a reason to offer you compensation if you stand to suffer some loss by not having the book expectedly coming into your possession.

Moreover, for the sake of brevity, I use the term *wrongful promise* to denote the phenomenon centrally under discussion, that is, a promise whose content is an action that is otherwise morally impermissible for the promisor to carry out. It is worth noting that a wrongful promise in my sense may be a promise that *all things considered* the promisor ought to keep. In *Lunch*, for example, Amber's second promise to Ruby is a wrongful promise in my sense. But suppose that Ruby stands to suffer a hefty loss if Amber turns out to be a no-show, whereas Violet stands to suffer no comparable setback to her interests. Under these conditions, it may well be

the case that, all things considered, Amber ought to keep her second promise to Ruby, and not her first promise to Violet.

### 1. Existing Proposals

In *Promotion*, Brown's promise to Green fails to generate a reason for Brown to kill Gray. In *Lunch*, by contrast, Amber's second promise does generate a reason for her to lunch with Ruby. Both promises have as their content an action that is otherwise morally impermissible for the promisor to perform. Our initial question, then, is on account of which morally relevant features are the two cases to be distinguished?

In the literature on this question, we find an interesting diversity of approaches, each emphasizing a different aspect of our promissory transactions. The first, and perhaps the most familiar, approach focuses on the idea that some promised actions are *intrinsically immoral*. On this approach, what centrally distinguishes Brown's promise to Green and Amber's promise to Ruby is that Brown's proposed conduct of killing Gray is *intrinsically wrong*, or wrong *in itself*, whereas Amber's proposed conduct of meeting Ruby for lunch, though otherwise impermissible under the circumstances, is not intrinsically immoral.<sup>3</sup>

Unfortunately, theorists who advance this approach rarely venture a developed account of what exactly makes an action intrinsically, as opposed to non-intrinsically, morally wrong. While some natural suggestions come to mind, I submit that none of them is well-suited to solve

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<sup>3</sup> For some examples of writers who invoke the notion of intrinsic wrongness in the context of addressing promissory bindingness, see Joseph Raz, "Promises and Obligations," in *Law, Morality, and Society*, eds. P.M.S. Hacker and Joseph Raz (Oxford: Oxford University Press, 1977): 210-28, at 211; Gary Watson, "Promises, Reasons, and Normative Powers," in *Reasons for Action* eds. David Sobel and Steven Wall (Cambridge University Press, 2009): 155-178; and Seana Shiffrin, "Immoral, Conflicting, and Redundant Promises," in *Reasons and Recognition: Essays on the Philosophy of T.M. Scanlon*, eds. R. Jay Wallace, Rahul Kumar, and Samuel Freeman (Oxford: Oxford University Press, 2011): 155-178. For further examples, see David Owens, "Promises and Conflicting Obligations," *Journal of Ethics & Social Philosophy*, 11(2016): 1-16.

our present difficulty. Consider, first, the suggestion that an intrinsically wrong action is one that is wrong no matter the circumstances. A moment's reflection shows that few actions, if any, fit the description. For example, the moral impermissibility of assaulting someone is not immune to the contingency of circumstances, and even the act of killing someone may be rendered permissible if the situation is dire enough.

How about the suggestion that an action is intrinsically wrong just in case, in situations in which it is wrong, its wrongness is explained by features inherent to itself, and not by external conditions and factors? The suggestion does not equate intrinsic wrongness to universal wrongness, but in the end, it fares no better. To see this, consider a variant of *Promotion*, where in an effort to eliminate Gray from the competition, Brown promises Green to release a chemical into Gray's office. The chemical on its own is very safe, but it combines with Gray's unique brand of scented candle to lethal effect. Here, the features that make the act of releasing the chemical impermissible is not in any ordinary sense *inherent* to the act itself; the act produces its fatal effect only in combination with certain external and highly contingent conditions. But if Brown's promise to kill Gray in the original version of the case fails to bind, it is difficult to see why his promise in this new version of the case is any different.

Of course, it is a familiar lesson from the philosophy of action that one and the same action may come under different descriptions.<sup>4</sup> One might object that my chemical case relies on a tendentious description of Brown's proposed conduct. What Brown proposes to do, it might be objected, is best described not as releasing a chemical into Gray's office. Rather, given the larger context, what Brown proposes to do is best described as fatally poisoning Gray. There are at least two problems with this suggestion. First, if even some features of the larger context can be classified as features inherent to an act, then we will have lost any clear grasp on the inherent/non-inherent distinction. In other words, insofar as the

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<sup>4</sup> The locus classicus is Donald Davidson, "Actions, Reasons, and Causes," *The Journal of Philosophy*, 60(1963): 685-700.

inherent/non-inherent distinction is adduced to illuminate the intrinsic/non-intrinsic distinction, we will have merely replaced one murky distinction with another that is equally murky. Second, the move to incorporate the larger context into an act's description creates problems elsewhere. True enough, in *Lunch*, Amber's proposed act of *meeting Ruby for lunch*, under *that* description, is not on its own morally wrong. But let us not forget the larger context of *Lunch*: Amber is already under a binding obligation to lunch with Violet. If we then redescribe Amber's proposed conduct as *renegeing on a binding promise*, then considered on its own, the act would be impermissible for Amber to perform.

Consider, next, a suggestion due to Gary Watson, who himself affirms the thesis that a promise is binding "only if the proposed course of action is *in itself* morally permissible."<sup>5</sup> Discussing the problem of wrongful promises, Watson remarks that unlike a terrorist's promise to kill an innocent hostage, "my pledge of a large sum of money to support the local Musical Society's orchestra looks to be valid even when keeping this pledge would entail seriously neglecting my children's need for food and clothing."<sup>6</sup> The difference between these two cases, according to Watson, lies in the observation that, "on plausible moral assumptions, there are *typically* ways of supporting orchestras without violating other claims. In these cases, the promisee accepts my pledge innocently and therefore acquires standing to hold me responsible for my failure to deliver on my word and for its foreseeable consequences."<sup>7</sup>

I suspect that Watson is quite correct that our intuitive grasp on the notion of intrinsic wrongness turns on whether in *typical circumstances* we may perform the relevant act permissibly. But I nonetheless object that even this gloss on the notion cannot solve our problem. To see this, consider the following case:

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<sup>5</sup> Watson, "Promises, Reasons, and Normative Powers," 174; my emphasis.

<sup>6</sup> *Ibid.*, 173.

<sup>7</sup> *Ibid.*, 174; my emphasis. Watson's remark that "the promisee accepts my pledge innocently" invokes the idea of *non-faulty acceptance*, to which I shall turn presently.



*Button*: Scarlet promises Primrose that she will press a toy button in front of her. The button normally produces a funny noise when pressed. It then comes to light that the button has been recently rigged by a terrorist. Pressing the button now would detonate a distant bomb, causing the death of an innocent person.

It should be agreed that Scarlet's promise in this case does not give rise to a genuine reason to press the deadly button. Yet, to mimic Watson's earlier remark, there are surely *typically* ways of pressing toy buttons without violating the rights and claims of others. And if Watson were to protest that, in the particular situation in which Scarlet finds herself, there is no way of pressing the button without seriously violating the right of an innocent third party, then we may similarly retort that, in the actual circumstances described in Watson's own case, there is no way of supporting the orchestra without seriously neglecting the interests and needs of the children involved. Moreover, it will not help for Watson to say that, in *Button*, what Scarlet proposes to do is best described as *pressing a button that will kill someone innocent*, and that there are not typically ways of pressing such deadly buttons permissibly. This is because we may reply that, in Watson's own case, what he proposes to do may be similarly described as *managing one's money in a way that seriously neglects the basic needs of one's children*, and that, in typical circumstances, such an action would also be morally wrong.

My concerns so far have been that the notion of intrinsic wrongness is less clear than what we might first think, and that some natural ways of elucidating the notion utterly fail as conditions of promissory bindingness. At a minimum, then, theorists who deploy the notion cannot so easily take it for granted; they owe us an account of what exactly makes an action intrinsically impermissible.<sup>8</sup> But even setting aside these initial concerns, there is a further challenge that the present approach needs to squarely

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<sup>8</sup> David Owens similarly finds the notion of intrinsic wrongness quite murky, and he faults those theorists who deploy the notion for failing to provide an adequate elucidation. See Owens, "Promises and Conflicting Obligations," 12-13.

confront. The challenge is to explain why it should *matter* to the bindingness of a promise whether the proposed conduct is intrinsically or non-intrinsically impermissible.

To make this challenge more vivid, consider the follow pair of cases. In the first, I promise to give you a lift to the airport. This promise looks to be binding even if I am antecedently under a fiduciary obligation to attend a company meeting at the other end of town. In the second, I promise you to take two dollars from my company's cash register, so that you may buy yourself a bus ticket to the airport. This second promise, I take it, does not give me a genuine reason to commit theft against my company.

Now, suppose for the sake of argument that we uncover some suitable elucidation of the intrinsic/non-intrinsic distinction, such that my driving you to the airport is not intrinsically wrong, whereas my taking money from the cash register is intrinsically immoral. We should *still* ask what *explains* the relevance of the distinction to whether or not I have a promissory reason to perform. It cannot be, for instance, that only intrinsically wrong actions violate the rights and claims of others. After all, insofar as my employer has a claim against my stealing money from the register, they also have a claim against the non-fulfillment of my fiduciary obligation. Neither is it plausible to maintain that the reasons we have to desist from intrinsically wrong actions are always more stringent. It may well be the case that, given the importance of the meeting, I have a comparatively stronger reason to attend the meeting than to desist from taking two dollars out of the register. Indeed, we may imagine that, if forced to choose, my employer would much prefer that I make it to the meeting on time. The concern, then, is that even if the approach succeeds at getting the cases right, an *explanatory* link between intrinsic wrongness and promissory bindingness is missing.

On this score, a second approach does better. In determining the bindingness of promises, the second approach focuses not so much on the intrinsic wrongness of the promised action, but on whether the promisee is

*at fault* for *accepting* the promissory proposal.<sup>9</sup> The approach is notably advanced by Judith Thomson, who observes, quite correctly, that the successful completion of a promissory transaction requires, among other things, *uptake* from the promisee. No binding promise is made, for example, if the promisee fails to hear or understand the promissory utterance, or if she explicitly turns down the proposal. Thomson then suggests that there is in addition a kind of *normative uptake* condition, according to which:

if a word-giver would have to act impermissibly to make his or her word-given proposition true, then he or she does all the same give a claim — *unless the word-receiver was at fault for accepting the word-giver's word*.<sup>10</sup>

And since it is widely agreed that a binding promise requires uptake, if uptake further requires non-faulty acceptance as Thomson suggests, then there is a straightforward explanatory link between non-faulty acceptance and promissory bindingness. In short, without uptake, there is no deal.

Once again, however, Thomson's proposal is extremely light on the details; she does not venture an account of just when a promisee's acceptance counts as faulty. Thomson does not explain, for instance, why it should count as faulty acceptance when you know the money I propose to take belongs to my company, but not when you know the lift I propose to give you conflicts with my obligation to attend a company meeting. But even in its general form, Thomson's approach, which links the faultiness of acceptance to the bindingness of promises, is open to serious challenges. To begin, it is simply not the case that faulty acceptance always discredits a promise's reason-giving force. The point is nicely illustrated by the following example:

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<sup>9</sup> The notion of acceptance should not be interpreted too strongly, as requiring an explicit and affirmative response. In some contexts, I count as accepting your promissory proposal if I simply nod, smile, or even stay completely silent. Exactly what acceptance amounts to is a tricky issue that I cannot hope to resolve here.

<sup>10</sup> Judith Thomson, *The Realm of Rights* (Cambridge, MA: Harvard University Press, 1990), at 315; my emphasis.

*Faulty Acceptance:* Blue promises Azure that he will not accept any promissory offer from Coral. Some days later, Blue and Coral run into each other. Blue explains that he is in need of a ride to the airport tomorrow, and in response, Coral promises to give Blue the needed ride. After some deliberation, Blue accepts the offer.

Now, given Blue's earlier promise to Azure, he is morally obligated not to accept any promissory offer from Coral. In accepting Coral's promise, Blue commits a moral wrong. If anything counts as faulty acceptance, Blue's conduct here surely does. But does Blue's faulty acceptance further invalidate the binding force of Coral's promise to Blue? The answer is surely "No." Imagine that Coral turns out to be a no-show, leaving Blue stranded at home and causing him to miss his flight. It is surely unconvincing for Coral to defend her conduct by saying that she has no reason to perform in the first place, because Blue has behaved unjustifiably *towards some third party* in accepting her offer.

Indeed, we should further observe that, just as faulty acceptance does not always undermine a promise's binding force, faulty *offers* do not do so either. In *Lunch*, for example, Amber is no doubt at fault for deliberately making a conflicting promise to Ruby. Nonetheless, once Amber's second promise is communicated and accepted, she is under a binding obligation to perform, and she cannot be so easily let off the moral hook, so to speak, by pointing out to Ruby that she should not have made the conflicting promise in the first place. But if being at fault for *making* a promise does not extinguish its subsequent binding force, then why should being at fault for *accepting* a promise be any different? After all, without offer, there is also no deal.

The more general problem with Thomson's proposal, in my view, is that it runs together two dimensions of assessment of promissory transactions that should be kept distinct. For, quite generally, it is not true that being at fault for performing some action prevents or precludes the action's ability

to effect real changes in our normative conditions. If, for example, I decide to bring a child into the world knowing that I am unable to make adequate provisions for its care, then my conduct here is clearly faulty. But once I succeed in my procreative undertaking, even while I am at fault for doing so, my normative situation is surely changed; I incur a slew of reasons, obligations, and even privileges as a result of my prior, faulty action. Similarly, in the promissory context, we should keep separate the assessment of whether a promisee is at fault for accepting a promise on the one hand, and the assessment of whether, *once the promise is accepted*, the exchange becomes normatively binding on the other.<sup>11</sup>

I want to now turn to a third proposal, which is put forward by Seana Shiffrin.<sup>12</sup> Shiffrin's proposal is nested within the popular *rights-transfer theory* of promising. On this theory, when A promises B that A will  $\Phi$ , A attempts to transfer to B her moral right to decide whether A is to  $\Phi$ . The promise is normatively binding just in case A's attempt at rights-transfer is successful. With respect to the problem of wrongful promises, the rights-transfer theory provides an elegantly simple explanation for why Brown's promise in *Promotion* fails to bind. Given that Brown lacks the prerequisite moral right to decide whether he is to kill Gray, his attempt at rights-transfer cannot hope to succeed.

The case of *Lunch*, however, presents a serious challenge to the rights-transfer theory. After all, by making her first promise to Violet, Amber

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<sup>11</sup> These observations illustrate an interesting moral phenomenon, which Kimberley Brownlee has termed *getting rights out of wrongs*. In the case of *Faulty Acceptance*, it is precisely Blue's wrongful acceptance that completes the promissory transaction, thereby entitling Blue to a moral right to demand performance from Coral. The idea that we may gain new moral rights by committing moral wrongs might strike some of us as paradoxical. But the air of paradox is easily dispelled when we notice that, as in the procreative case just discussed, even wrongful actions can affect the goings-on in the world, thereby altering the reason-giving features that bear upon our attitudes and actions. For a fuller discussion of this topic, see Kimberley Brownlee, "Getting Rights out of Wrong," in *Oxford Studies in Political Philosophy* Volume 6 (Oxford: Oxford University Press, 2020): 3-31.

<sup>12</sup> Shiffrin, "Immoral, Conflicting, and Redundant Promises."

seems to have already transferred to Violet her antecedent moral right to decide where and with whom she is to lunch. How, then, can her later promise to Ruby, which Shiffrin herself recognizes as binding, also effect a valid rights-transfer about her lunch activities? Surely, one cannot transfer a right that one no longer possesses.

Shiffrin appreciates the force of this challenge, and in response, she crafts a highly resourceful reply. Cases like *Lunch*, according to Shiffrin, “involve the transfer of a more limited right than the broad right to decide whether to perform an activity or not. What is transferred is the specific right to be the one, *between* the two parties, to decide the matter.” As Shiffrin further elaborates:

Normally, between A and B, A has the moral authority to decide whether to follow through on A’s intention to lunch with B. When A promises to have lunch with B, A transfers that decision-making authority—between them—as to who may decide whether that intention will be implemented, while setting a default that it will and that they will lunch together. A’s promise to B does not, however, alter the balance of power between A and C. Between A and C, A remains the one with the moral authority to decide whether to follow through on her intentions.

Hence, it is possible for A to transfer the decision-making authority between A and B to B and also to transfer the decision-making authority between A and C to C. So even if A has promised B to meet B for lunch, A may still make a valid promise to C to meet C for lunch.<sup>13</sup>

Shiffrin’s proposal, in my view, is quite ingenious. The proposal centrally relies on the idea that an individual’s lack of moral authority to decide some matter may either be *complete* or only *partial*. In *Promotion*, Brown lacks the

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<sup>13</sup> *Ibid.*, 164.

authority to decide to end Gray's life *tout court*. By contrast, A's promise to lunch with B occasions only a *partial* loss of A's decision-making authority. True enough, as between A and B, B is now the one who holds the authority to decide A's lunch plans. But absent a promise to C, A still retains that authority *as between herself and C*. As evidence for this last claim, Shiffrin remarks that, absent a promise to C, it would be quite inappropriate for C to *tell* A, as opposed to merely *advise* A, where to lunch; if such a demand were made, A may appropriately retort that it is none of C's business where and with whom she is to lunch.<sup>14</sup> A similarly retort would *not* be appropriate, however, if a morally motivated individual were to tell Brown not to kill an innocent third party.

To assess the plausibility of Shiffrin's proposal as a solution to our problem of wrongful promises, we should consult a case where an individual completely lacks the moral right to decide some matter *m*, but she nevertheless promises another to pursue an impermissible course of action with respect to *m*. Shiffrin's proposal yields the prediction that all such wrongful promises lack binding force. Consider, then, a simple case of rescue. Suppose that I can, at no cost to myself, rescue a drowning child in a shallow pond.<sup>15</sup> I take it that everyone will agree that whether or not I am to rescue the child is not a matter that falls within my moral discretion. Just as Brown lacks the moral right to kill Gray in *Promotion*, I lack the moral right to walk on by and leave the child to drown in the present situation. And just as Brown cannot acquire a genuine reason to kill Gray simply by promising another that he will do so, I cannot make my act of leaving the child to drown more justified, that is, more supported by reasons, simply by promising others that I will let nature take its course. So far, so good.

Next, consider a slightly more complex case, *Rescue*. Suppose that I can, again at no cost to myself, prevent either Olive from losing both of her arms or Jade from losing a single hand. All else being equal, I morally ought to

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<sup>14</sup> *Ibid.*, 165.

<sup>15</sup> The case is of course due to Peter Singer, "Famine, Affluence, and Morality," *Philosophy & Public Affairs*, 1(1972): 229-243, at 231.

aid Olive rather than Jade. This is because Olive is the one who stands to incur a substantially greater burden if she is not helped. Once again, I take it that I am not morally free to decide the matter however I please; I am under a moral requirement to spare Olive of a much greater burden.

Now, suppose that at the last minute, Jade pleads with me to save her hand. Initially, I demur, but after some back and forth, I eventually give Jade my word. Intuitively, my promise here to save Jade is normatively binding. This is not to say, of course, that all things considered, I ought to now save Jade. As I said before, the reason to which a binding promise gives rise need only be *pro tanto* in nature. But what does seem true is that my promise to Jade introduces a new reason in favor of saving her. We can test our intuition by contrasting the following two scenarios. In the first, I opt to save Jade rather than Olive in the absence of any promise to do so. My action here is clearly morally unjustified. In the second, I once again opt to save Jade, but only after giving her my word. Even if in both scenarios I behave without sufficient moral justification, it seems clear that I act with *more* justification in the second than in the first. This observation indicates that my promise to Jade does indeed carry binding force.

Can Shiffrin's proposal capture the verdict that my promise to Jade in *Rescue* generates a *pro tanto* reason for me to perform? It is hard to see how. To begin, the matter of whether I am to save Olive or Jade, unlike the matter of where and with whom I am to lunch, is *not* one that antecedently falls within the sphere of my moral discretion. On Shiffrin's proposal, Amber in *Lunch* starts off with the complete moral authority to decide her own lunch plans, and she then transfers this authority piece-meal, first to Violet and then to Ruby. In *Rescue*, by contrast, at no point is the issue of rescue one that I am morally free to decide as I see fit.

Moreover, in order for Shiffrin's proposal to work, it has to be the case that initially, as between myself and Jade, I am the one who holds the authority to decide the issue of whom to save, and that it would be *inappropriate* for Jade to tell, versus advise, me what to do. Is this claim plausible? I cannot



see how. Imagine that Jade is a morally motivated individual, who says to me: “You have decisive reason to save Olive rather than me, given that he is the one who has much more at stake. You ought to comply with what morality requires of you.” We might be struck by Jade’s degree of selflessness in this scenario, but surely there is nothing *inappropriate* or *improper* about what Jade says to me.<sup>16</sup> Indeed, what *would* be inappropriate is if I were to reply, either to Jade or any other similarly morally motivated third party, that the matter is wholly for me to decide, and that it is none of their business whether I leave Olive to suffer a much greater burden.

More could evidently be said about each of the three approaches I surveyed in this section. But the worries and shortcomings highlighted, I think, provide sufficient motivation to explore an alternative solution to our problem of promissory bindingness. Instead of focusing on whether the promised action is in some sense intrinsically wrong, or whether the promissory exchange involves faulty acceptance, or whether the promisor antecedently possesses some requisite moral right, I propose that we look to the standpoint of the promisee in relation to the moral permissibility of the promised action.

## **2. A Promisee-Centric Account**

The general proposal that I will explore and advance in this section is that the normative bindingness of a wrongful promise turns on the moral permissibility of the promised action *as assessed from the vantage point of the promisee*. To motivate the plausibility of my account, I want to begin by paying closer attention to certain features of our leading cases that are obscured rather than illuminated under the approaches examined in the previous section.

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<sup>16</sup> Let me note that the sense in which it would be appropriate for Jade to tell me that I must save Olive is the same as it would be appropriate for a bystander, X, to tell Brown that he must desist from killing Gray in *Promotion*. My point here is that, just as Shiffrin cannot plausibly maintain that, as between himself and X, Brown holds the moral authority to decide whether or not he is to kill Gray, she also cannot plausibly maintain that, as between myself and Jade (or any other morally motivated third party), I hold the moral authority to decide whether I am to save Olive and Jade.

Let us begin with the case of *Rescue*. There, prior to any promissory arrangement, Olive is the one who stands to incur a substantially greater burden if she is not aided. Olive therefore has a decisive moral claim against me that I save her rather than Jade. But notice that while Olive has a decisive moral claim against *me* that I save her, it is not the case that Olive has a similar moral claim against *Jade*. That is to say, while *I* am morally required to save Olive, it is not the case that Jade *herself* is similarly morally required to aim at the outcome in which Olive rather than herself is rescued by me. This interesting feature of the case remains hidden until we shift our focus away from the question what the *promisor* is morally permitted to do, or what the *promisor* has an antecedent moral right to do, and focus instead on the question what outcome the *promisee* may permissibly aim at or bring about.

Admittedly, my observation about *Rescue* is not entirely uncontroversial. It relies on the idea that, up to a point, morality permits us to show a greater concern for our own interests as opposed to the competing interests of others. It is of course a matter of philosophical dispute whether the idea of what we may call *reasonable partiality* is ultimately defensible, or whether morality instead requires us to display equal and impartial concern for the interests of everyone.<sup>17</sup> Here, I will simply assume that the reader will agree with me on the following two points. First, in general and to a reasonable degree, one is morally permitted to save oneself from a lesser harm rather than a stranger from a greater harm. And second, in the particular case of

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<sup>17</sup> See, for example, Bernard Williams, "Persons, Character, and Morality," in his *Moral Luck* (Cambridge: Cambridge University Press, 1981); Shelly Kagan, *The Limits of Morality* (Oxford: Oxford University Press, 1991); Samuel Scheffler, *The Rejection of Consequentialism* (Oxford: Clarendon, 1994) and "Morality and Reasonable Partiality," in his *Equality and Tradition* (New York: Oxford University Press, 2010); Frances Kamm, *Morality, Mortality*, vol. 2 (Oxford: Oxford University Press, 1993), chap. 8, and *Intricate Ethics* (Oxford University Press, 2007), chap. 1; and Stephen White, "The Centrality of One's Own Life," in *Oxford Studies in Normative Ethics*, Vol 7 eds. Mark C Timmons (Oxford: Oxford University Press, 2017): 229-250.

*Rescue*, Jade herself is not morally required to favor Olive's two arms rather than her own hand.

Shifting our focus to the permissibility relation between the promisee and the promised action likewise sheds interesting light on the tricky case of *Lunch*. For, while Amber is indeed under a binding obligation to lunch with Violet, given her first promise, it is not the case that *Ruby* is morally required to ensure that Amber keeps her promise to Violet. Quite generally, it is the responsibility of the promisor, and not any other third party, to see to it that her promise is kept. As Ulrike Heuer observes, promissory reasons are standardly *personal* reasons, that is, they are only reasons for promisors to perform, and they do not provide others with reasons to promote one's promise-keeping.<sup>18</sup> However, for my purposes, a much weaker claim will do: Amber's binding promise that she will meet Violet for lunch at *t* does not impose a moral *requirement* upon Ruby that she must not meet Amber for lunch at *t*. And the point here easily generalizes. Recall my earlier example about promising you a lift to the airport, even while you know that I am under a fiduciary obligation to attend a company meeting elsewhere. It is permissible for you to aim at the outcome in which I give you the proposed lift because it is simply not your responsibility to ensure that I live up to my contractual obligations as an employee.

Contrast those cases where a wrongful promise fails to bind. In *Promotion*, it is certainly impermissible for Brown to end Gray's life, but it is also impermissible for Green to bring about the state of affairs in which Brown kills Gray. Likewise, neither Primrose nor Scarlet in *Button* has the moral permission to aim at the outcome in which the button is pressed, given that the life of an innocent third party is on the line. Ditto for promises to commit physical assault against an innocent third party. A promisee-centric proposal, of the kind I am exploring, seem to explain many of our leading cases with satisfying simplicity.

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<sup>18</sup> Ulrike Heuer, "The Paradox of Deontology, Revisited," in *Oxford Studies in Normative Ethics* (Oxford: Oxford University Press, 2011): 236-267, at 254.

One might worry, however, that the proposal becomes less intuitive when we consider not cases of promising to commit murder or assault, but cases where the stakes are considerably lower. Take my earlier case about promising to pilfer petty cash. If I promise to take two dollars from my company's cash register, so that you may buy yourself a bus ticket to the airport, why would *you* be morally required not to aim at the realization of the promised outcome, especially when your interests are also implicated? Is there anything wrong with you saying, for example, "If Erik is willing to pilfer from his company in order to buy me my bus ticket to the airport, whom am I to stop him? I know that what he's doing is wrong, but that hardly places me under an obligation to stop him, especially given that preventing his wrongdoing would mean I will have to miss my flight."<sup>19</sup> Now, I do not wish to simply leave the matter to moral intuition, as I think a more theoretically supported response can be given. Before I do so, however, there is a more immediate challenge that I need to address.

So far, I have only given a quite general presentation of the promisee-centric proposal. The proposal crucially relies on the idea of a promisee's permissibly *aiming at* the outcome in which the promised action is performed. As is often the case, the devil might be in the details. One may rightly wonder what exactly is this *aiming* relation in which the promisee is supposed to stand to the promised action. In what follows, I will consider some possibilities.

On the simplest way of developing the proposal, we may hold:

- (1) A's promise to B that A will  $\Phi$  in circumstances C is normatively binding only if it would be morally permissible for B to  $\Phi$  in C.

(1) straightforwardly captures the nonbindingness of a promise to kill, assault, or steal from another. Such forms of conduct are standardly impermissible for people to engage in, whether they occupy the role of a

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<sup>19</sup> I want to thank Johann Frick for pressing me on this issue.

promisor or a promisee. But (1) faces a decisive problem of its own. This is because the content of some binding promises are actions which the promisee herself may *not* permissibly perform. To see this, consider a simple case. I do not know how to drive, so I go to you asking for a lift to the airport. In response, you promise me what I need. In assessing the bindingness of this promise, (1) asks whether I, as the promisee, would be morally permitted to perform the promised action, namely, *driving (me) to the airport*. But given my inability to drive, it would be morally impermissible for a novice like me to get behind the wheel and hit the road. Doing so would recklessly endanger the safety of pedestrians and other drivers.<sup>20</sup>

The way to avoid the present difficulty, I suggest, is to focus not on the permissibility relation between the promisee and the promised action, but between the promisee and the *promisor's performance* of the promised action. (1) may then be amended to:

- (2) A's promise to B that A will  $\Phi$  in circumstances C is normatively binding only if it would not be morally required for B to prevent A's  $\Phi$ -ing in C.

Once again, (2) is able to capture many of the intuitive desiderata from our preceding discussion. In *Lunch*, Ruby is not morally required to do what she can to prevent Amber from breaking her first promise to Violet; that responsibility is Amber's and Amber's alone. Likewise in *Rescue*, Jade is under no requirement to prevent the outcome in which she herself is saved, even while Olive is the one who stands to incur a greater burden. And in *Promotion*, we may naturally suggest that although Green himself is not the one who proposes to kill Gray, he is nevertheless morally required to

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<sup>20</sup> Redescribing the content of the promise as *driving you to the airport* fares no better. Given the risks associated with my driving, I am morally forbidden to drive *anyone* to the airport, me and you included. Perhaps we can redescribe the content of your promise as *your act of driving me to the airport*. But the problem now is that this is not an action that I can perform even in principle.

prevent an innocent person from being killed, at least if he has the option to do so and it is not unduly costly for him to do so.

But this last qualification introduces some serious problems for (2). For we can easily formulate versions of *Promotion* wherein either Green altogether lacks any option of preventing Gray's killing or the available options are all overly costly to Green. Imagine, for instance, that Brown is now speeding toward Gray in his car, and the only way for Green to prevent the impending disaster is to push Gray out of the way. Doing so, however, would cause serious injury to Green. If the cost of intervention to Green is sufficiently high, then Green may well have a moral permission not to intervene. Yet, we surely do not wish to conclude, as (2) would have us do, that Brown's initial promise to kill Gray is therefore genuinely binding.

However, even in this revised version of *Promotion*, where the cost of preventing Brown's performance is overly high to Green, there is still a permissibility relation that obtains between Green and Brown's performance. For it remains the case that Green may not *permissibly assent* to Brown's proposed killing of Gray. Following Johann Frick, I shall understand the notion of permissible assent as follows:

B may permissibly assent to A's  $\Phi$ -ing in circumstances C if and only if, were B able to determine whether A  $\Phi$ s in C or not, it would be morally permissible for B to make it the case that A  $\Phi$ s in C.<sup>21</sup>

And we may then hold:

***Bindingness Condition:*** A's promise to B that A will  $\Phi$  in circumstances C is normatively binding only if it would be morally permissible for B to assent to A's  $\Phi$ -ing in C.

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<sup>21</sup> Johann Frick, "The Two Faces of Morality" (unpublished manuscript).

In applying the above Bindingness Condition, we are to imagine that whether A  $\Phi$ s in C entirely turns on whether B decides A is to  $\Phi$  in C or not. That is, imagine that A says truthfully to B, "I will  $\Phi$  just in case you give me the go-ahead." To say that B may not permissibly assent to A's  $\Phi$ -ing is to say that it would be morally impermissible for B to give A the kind of go-ahead at issue. In this way, the Bindingness Condition avoids the problems that plague (2); even if Green has no option of preventing Brown's action or any attempt at prevention would be unreasonably costly to Green, it is still true that, if it had been up to Green to dictate Brown's action, Green would be morally required to deny his assent to Brown's proposed undertaking.

There are several things to note about the Bindingness Condition as a development of the kind of promisee-centric approach that I favor. First, the Condition in no way appeals to a supposed distinction between intrinsic and non-intrinsic wrongness. Whatever the distinction ultimately amounts to, I have said that both intrinsically and non-intrinsically wrong actions can lead to the violation of the rights and claims of others. What matters, under the Bindingness Condition, is whether in the actual circumstances of the case, there is a decisive moral claim, directed at the *promisee*, that she must deny her assent to the promisor's performance.

Notice, moreover, that the Condition does not conflate the faultiness of *making* or *accepting* a promise and the binding character of the promise *once it is made and accepted*. A promisee may well be at fault for accepting a promise even though she is not duty-bound to prevent the realization of the promised outcome. In the case of *Faulty Acceptance*, for example, Blue's initial acceptance of Coral's offer is indeed morally faulty. But it simply does not follow that, subsequent to the promissory transaction, Blue is further morally required to tell Coral to go away once Coral shows up at his doorstep, ready to give him the promised lift.

Notice, finally, that the Bindingness Condition does not ask whether the promisor antecedently possesses some relevant moral right which she may

then transfer to the promisee. The idea of rights-transfer plays no part in my development of the promisee-centric approach. In assessing the bindingness of Amber's conflicting promise to Ruby in *Lunch*, what matters is not whether after her first promise to Violet, Amber is still in possession of some relevant moral right over her lunch activities. Rather, what matters is whether anyone has a decisive moral claim against Ruby that she must make it the case that Amber does not lunch with her. And no one has such a moral claim. Ditto for the case of *Rescue*. There, Olive has a decisive moral claim against me that I must save her. But Olive does not also have a decisive moral claim against Jade that Jade herself must deny her assent to my proposed act of saving her. In this way, the Bindingness Condition is able to capture the correct verdict that both Amber's conflicting promise to Ruby in *Lunch* and my promise to Jade in *Rescue* generate a *pro tanto* reason of performance.

Interestingly, the Bindingness Condition entails that, in a variant of *Rescue*, where Jade stands to incur only a trivial harm, say, a minor headache, a promise from me that I will save Jade would *not* be normatively binding. This is because, in such a variant, Olive not only has a decisive moral claim against me that I must save her, but she also has a decisive moral claim against Jade that she must make it the case (insofar as she is able) that I save Olive's two arms and not prevent her minor headache. For, even assuming reasonable partiality, it would not be morally permissible for a person to give priority to the alleviation of her own minor headache in the face of another's competing interest in avoiding the loss of two arms. On reflection, this implication of the Bindingness Condition conforms well to our moral thinking, and the idea that the bindingness of my promise to Jade in *Rescue* depends on *how much less* she has at stake compared to Olive is one that my approach is uniquely positioned to capture.

I hope to have made a strong initial case for the plausibility of the kind of promisee-centric approach that I favor. Indeed, with respect to the issue of extensional adequacy, I submit that the approach outperforms the various alternative proposals that I surveyed in section 1. As a candidate solution



to the problem of wrongful promises, therefore, an approach that puts the normative perspective of the promisee front and center is worth taking seriously.

More needs to be said, however, in order to make the approach not only extensionally adequate but also theoretically well-grounded. Most obviously, it is yet unclear why our intuitive judgments about the bindingness of wrongful promises should track so closely the normative perspective of the promisee. What we need is a deeper account of the relation between the reason-giving force of a promise and the permissibility of the promised action as assessed from the promisee's point of view. Evidently, that relation is not self-explanatory.

### **3. Promising as Acting for Another**

A binding promise creates a special relationship between the promisor and the promisee. How is that relationship to be characterized? Most familiarly, the relationship has normative content; it is one in which there is a duty to perform on the part of the promisor and a power to waive performance on the part of the promisee. Moreover, the promisor's duty of performance is owed specifically to the promisee. In cases of unjustified non-performance, it is the promisee who is wronged by the promisor first and foremost,<sup>22</sup> and it is the promisee in particular to whom the promisor owes an apology. These characterizations of the promissory relationship, I take, are the least controversial.

Beyond this, I want to suggest that the promisor-promisee relationship may be plausibly and fruitfully viewed as a specific form of *one person acting for another*. In particular, I suggest, it is a relationship in which the promisor *acts as an instrument* of the promisee in the realization of the promised outcome. However, I will travel to this conclusion through a somewhat

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<sup>22</sup> For an interesting discussion of how a promisor's non-performance might wrong individuals other than the promisee, see Nicolas Cornell, "Wrong, Rights, and Third Parties," *Philosophy & Public Affairs* 43(2015): 109-143.

circuitous route, beginning with an interpretation of the kind of *moral independence* that each of us normally enjoys as agents in the world.

All of us, it may be said, inhabit a common world together with other agents. Our actions affect not only ourselves but also other people, and we are in turn affected by what others do. This observation in one way marks our *interdependence* as agents in the world. But one's own life, it may equally be said, takes on a kind of centrality to oneself that the lives of others do not similarly share. In deciding how to act and how to live, we each enjoys a large degree of morally protected *independence* from other people. As I see it, our moral independence as agents centrally manifests in three distinctive ways, as evidenced by certain familiar features of our commonsense understanding of interpersonal morality.

First, each of us enjoys a large, though not unlimited, degree of independence from the *interests* of others. We are morally permitted to show a greater and special concern for our own interests as compared to the competing interests of strangers.<sup>23</sup> To be sure, few of us would find it morally acceptable to regard the welfare of others as a matter of complete indifference to us; we think that some level of concern is owed to others simply because they are persons. But within reasonable limits, I may permissibly pursue what is in my interests, and you may permissibly pursue what is in yours, even if there is an available option that would serve the other's interests better.

But the special concern we show to our own lives extend well beyond the advancement of our respective interests. Oftentimes, what we have reason to care about is not, or not simply, how well our lives go, but whose *agency* is to count in deciding how our lives go. As Joseph Raz memorably remarks,

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<sup>23</sup> For some important contributions to this debate, see Bernard Williams, "Persons, Character, and Morality," in his *Moral Luck* (Cambridge: Cambridge University Press, 1981); Shelly Kagan, *The Limits of Morality* (Oxford: Oxford University Press, 1991); Samuel Scheffler, *The Rejection of Consequentialism* (Oxford: Clarendon, 1994) and "Morality and Reasonable Partiality," in his *Equality and Tradition* (New York: Oxford University Press, 2010).

“An autonomous person is a (part) author of his own life.”<sup>24</sup> We hold ourselves to have the ultimate authority in deciding various aspects of our lives, including what goals and projects we are to pursue, with whom we are to associate, and what we do with our own minds and bodies. And others are generally prohibited from usurping our authority and intervening in these choices, even if their judgments about how our interests will be best advanced is superior to our own. In short, interpersonal morality takes seriously the idea that the shape and course of a person’s life should, to a significant degree, reflect her own choices and values; it protects our independence from the *agency* of others.

Third and finally, our system of interpersonal morality serves a distinctive distributive function, by specifying what *resources* are properly available to each of us for the pursuits of our respective interests. Standardly, your agency, body, and external property are morally *yours*, and I may not use them, absent your consent, in order to fulfill my needs and wants. By the same token, you are largely excluded from using what is properly *mine* in order to advance the various aspects of your life. This is not to deny, of course, that we are sometimes morally required to use what is properly ours to assist or benefit others. I may be required to rescue you from drowning even if doing so will cause unavoidable damage to my boat. Even here, however, my boat does not cease to be mine just because I must make it available for your rescue; once you are no longer in danger, you may well incur a duty to compensate me for the damage done precisely because the boat belongs to me and not to you.<sup>25</sup>

This standard interpretation of interpersonal morality emphasizes our *independence of interests, independence of agency, and independence of resources*. The general picture is one on which, against the background of a commonly inhabited world, each of us has a life of her own to lead. But I bring up the topic of our moral independence not in order to dwell too much on our

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<sup>24</sup> Joseph Raz, *The Morality of Freedom* (Oxford: Oxford University Press, 1986), at 370.

<sup>25</sup> On this point, see Judith Thomson, “Some Ruminations on Rights” and “Rights and Compensation”, both in her *Rights, Restitution, and Risk: Essays in Moral Theory*.

separateness from one another as agents. Rather, I do so in order to explore just the opposite issue, namely, given our default independence, *how may we put what is properly ours in closer reach of others?*

One way we may do so is to behave in ways that may be appropriately characterized as *acting for others*. Indeed, cases of one person acting for another are quite common in our interpersonal interactions. Most of us have from time to time undertaken actions that are properly said to be *for* other people, including our friends, family members, neighbors, co-workers, and even complete strangers. The first grade of acting for another is the most straightforward: We may voluntarily *act so as to benefit other people*. Take a simple example. My co-worker, Amy, is sad after being denied a long-sought promotion. I want to cheer her up, so I drive to the local department store and purchase her a care package, filled with sweets, treats, and little surprises. Here, it is natural to say that, in driving to the store and purchasing the care package, I am acting for Amy, and not just for myself or anyone else.<sup>26</sup>

Notice, however, that in acting to benefit Amy, I relinquish very little in terms of my own moral independence. Most obviously, throughout the process, I remain morally free to change my mind, set aside Amy's interests, and pursue my own interests instead. Moreover, Amy at no point acquires a moral claim over my performance; the decision about whether or not I am to purchase her a care package remains my decision to make and not hers. Finally, though what I choose to do for Amy involves the use of several resources, including my car, my time, and my agential judgments about which gift to purchase, these resources do not at any point become Amy's. I simply use what is and remains mine to benefit another party.

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<sup>26</sup> To be sure, for A to count as acting for B, it need not be the case that A's action is *exclusively* guided by B's interests. In driving to the store and buying Amy a care package, I count as acting for Amy even if I am *also* partly guided by my own interest in seeing which new items are now available at the store.

A second, and more robust, grade of acting for another has been recently discussed by Daniel Viehoff, which he calls *lending one's agency to another*.<sup>27</sup> As Viehoff observes, just as we can lend our external property to others, we can also lend others our bodily and agential capacities for the pursuit of their interests. When we do, these capacities become, temporarily and in various restricted ways, *their* resources to use, and our deployment of these capacities should now be guided by the positive advancement of *their* interests rather than our own. On one of Viehoff's examples, I am bad at making financial decisions, so I ask you to invest my money for me; if you subsequently agree, then you count as having lent part of your agential capacity to me. What this means, first and foremost, is that certain aspects of your agential capacity now count as resources at my disposal and not at yours. For one thing, you should now be guided by the pursuit of *my* financial interests and not yours while investing the money. For another, you should now only invest the money in ways that are beneficial to *me*, at least in expectation.<sup>28</sup>

Interestingly, the phenomenon of lending one's agency to another finds natural analogues in the areas of law. Indeed, a distinctive body of law, namely, *fiduciary law*, expresses precisely the legal expectation that those in the fiduciary role are to *act for* their beneficiaries. Remarkably, the law often regards a wide variety of relationships as fiduciary in character, including those between parents and children, agents and principals, doctors and patients, lawyers and clients, and directors and corporations. A core component that is commonly thought to unify these relationships, at least in the eyes of the law, is the presence of a *duty of loyalty*, that is, when deciding how to act in matters that concern the beneficiaries, those in the

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<sup>27</sup> Daniel Viehoff, "Legitimate Injustice and Acting for Others," *Philosophy & Public Affairs* 50(2022): 301-374, at 329-42. My discussion in this section is greatly indebted to Viehoff's rich and illuminating paper.

<sup>28</sup> On Viehoff's account, for A to act for B, two broad conditions have to be satisfied. First, A's deliberation about how to act is distinctively guided by B's interests. Second, A's acting in this way is beneficial to B in expectation. Daniel Viehoff, "Legitimate Injustice and Acting for Others," 324.

fiduciary role are legally required to pursue the interests of their beneficiaries and not their own interests.<sup>29</sup>

It is not difficult to see that the promisor-promisee relationship shares this central feature of lending one's agency to another. The promissory relationship enacts its own rule, directed at the promisor, against acting on conflicting, self-regarding considerations. It requires that the promisor must place the promisee's interests in performance before her own interests to the contrary. This is a familiar point in the literature on promising. As Joseph Raz observes, a binding promise imposes *exclusionary reason* onto the promisor; the promise provides the promisor with a second-order reason not to act on certain contrary first-order reasons.<sup>30</sup> Thus, if I make a binding promise to you that I will  $\Phi$ , but later I find  $\Phi$ -ing no longer convenient or beneficial to me, I may not place my personal convenience or potential gains above the fulfillment of my promissory performance. This is so even if, given our default independence of interests, these considerations would normally justify my not  $\Phi$ -ing.

Can it also be plausibly maintained that promissory performance is always beneficial to the promisee? One might worry about the following kind of case. I promise to give you my exercise bike, even though you regard it as an eyesore and do not want to have such a thing in your house. If you nevertheless accept my offer out of mere politeness, in what sense can it be said that my performance would advance your interests?<sup>31</sup> In response, we may note two things. First, a promise may serve the interests of the promisee not because the promisee currently and in fact cares about or takes an active interest in the promissory performance, but because the

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<sup>29</sup> I should note that it is a matter of dispute how best to characterize the precise content of the duty of loyalty. See, for example, Andrew Gold, "The Loyalties of Fiduciary Law," in *Philosophical Foundation of Fiduciary Law*, eds. Andrew S Gold and Paul B Miller (Oxford: Oxford University Press, 2014): 176-194.

<sup>30</sup> Joseph Raz, *Practical Reasons and Norms* (Oxford: Oxford University Press, 1999), Chapter 1.

<sup>31</sup> This example is inspired by T.M. Scanlon, *What We Owe to Each Other* (Cambridge, M.A.: Harvard University Press, 2000): 311-12.

promise affords the promisee *an opportunity* to subsequently develop an interest that depends on the promise being fulfilled.<sup>32</sup> You may not currently care at all about having an exercise bike. But with my promise in hand, you now have the option, and the increased security, of developing an interest in at-home cycling. Oftentimes, having opportunities or options at one's disposal, even if they are not in end made use of, carries value in itself.

Second, and more to the point, I maintain that it is reasonable for promisors to regard promissory performance as in the *presumed interests* of promisees. This is because, within a binding promissory relationship, the promisee holds the unqualified power to unilaterally waive performance. When this power is not exercised, the reasonable and default understanding is that the promisee wants the promise to be fulfilled, and it is not up to the promisor to exercise her own judgments about whether the promise should be kept. Indeed, the notion of presumed interest is not unique to promissory relationships. Suppose that I chance upon a scene of a car wreck, and I decide to lend my physical capacities to an unconscious passenger who is trapped inside. Quite naturally, in rescuing the passenger from the wreck, I count as acting for him, even if, as things turn out, being rescued is in fact against his interests (perhaps he now faces a life that is not worth living). For, given the situation, it is reasonable for me to regard the rescue as in the presumed interests of the passenger.

However, while the promisor-promisee relationship shares some of the basic features of lending one's agency to another, it also differs from the latter in at least two important ways. These differences make it plausible to view the promissory relationship as a distinctive form of one person acting for another. To begin, it is certainly true that, compared to the first grade of acting for another, lending one's agency to another imposes a more stringent *condition of exit*. In my earlier example about buying Amy a care

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<sup>32</sup> Joseph Raz, "Is There a Reason to Keep Promises" in *Philosophical Foundations of Contract Law*, eds. Gregory Klass, George Letsas, and Prince Saprai (Oxford: Oxford University Press, 2014): 58-77, 73

package in order to cheer her up, I may at any point change my mind and pursue a different course of action instead. But if I agree to invest Amy's money on her behalf, then I at least owe her a timely warning if I no longer wish to be involved in her financial affairs, and I may not in the meantime use her money to enrich my own pocket. Similarly, a lawyer who no longer wishes to represent her client may elect to terminate her representation, but she may be required to demonstrate to the court that the withdrawal can be accomplished without material adverse effect on the interests of the client.

The promissory relationship, by contrast, disallows unilateral withdrawal by the promisor altogether. In the absence of a release from the promisee, the duty of the promisor may not be discharged simply by giving a timely warning, or offering compensation, or pointing out to the promisee that she will not suffer any material loss if the promise is not fulfilled. In short, promissory obligations uniquely require *performance* unless there is release.<sup>33</sup> Of course, if I were determined to break a binding promise, it is better to warn the promisee about my non-performance than not to warn her. Similarly, if my reneging imposes some loss onto the promisee, it may be more appropriate that I shoulder some or all of the resulting costs than leaving her to foot the bill. Still, my warning and compensation do not alter the fact that my non-performance is a case of breaking a promise, and not of keeping one.

Further, in many cases of lending one's agency to another, the lender is still at greater liberty to exercise her own judgments about what is or is not in the interests of the lendeer and adjust her actions accordingly. This sort of agential latitude makes sense in the earlier example about your investing my money on my behalf, since it is precisely your independent judgments about financial matters that I desperately need. Indeed, if you come to learn

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<sup>33</sup> This is not to say, however, that promissory obligations are always overriding. Suppose that I promise you a lift to the airport, but some unexpected situation arises that conflicts with my promissory performance. In this case, if the situation is dire enough, I may be justified in breaking my promise to you all things considered. Note, however, that the promissory obligation still requires performance. It is just that the obligation is in the end outweighed by stronger countervailing considerations.



that my interests undergo a material change, say, I will now move overseas after retirement rather than staying in my home country, then that fact should be reflected in your deliberation about how best to invest my money.<sup>34</sup>

In other contexts, however, we have good reasons for not wanting so much agential discretion on the part of those who act for us. We may simply want certain things to happen, and seek others to act for us in making them happen, without also wanting those who act for us constantly making their own judgments about whether so acting is truly beneficial to us. It is one thing, for example, for you to agree to give me a lift to the airport, it is quite another for you to agree to the lift on the condition that you (honestly) think it best serves my interests. The latter agreement makes my position comparatively less secure. For one thing, you could be mistaken, even reasonably mistaken, about whether the lift best serves my interests. For another, given the ineliminable possibility of this kind of mistake, I cannot as confidently rely on your word when planning and organizing my own activities. Therefore, we have good reasons for wanting a form of acting for another that is more constraining, one that does not leave the matter of performance to the personal judgments of those who act. What we want is a more drastic departure from our default independence of agency than what lending one's agency to another affords.

My suggestion, as it should now be clear, is that the promissory relationship constitutes a third, and even more robust, grade of one person acting for another. By entering into a binding promissory arrangement to  $\Phi$ , the promisor relinquishes her default control over her agential capacities with respect to  $\Phi$ -ing; these capacities are now properly under the control of the promisee. Absent a release — and in her role as a promisor — the promisor must now act to pursue the promisee's presumed interests in  $\Phi$ -ing, and not any of her own interests to the contrary. But unlike the other forms of acting for another, the promissory relationship imposes a very stringent

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<sup>34</sup> Compare Viehoff, "Legitimate Injustice and Acting for Other," 332.

condition of exit. Unilateral withdrawal from the relationship is disallowed, not even when a change of mind is accompanied by a timely warning or reasonable compensation. Moreover, it is not the place of the promisor to exercise her own judgments about the wisdom of performance; the relationship sets the default understanding that the promisee's interests are uniquely served by performance, and performance is demanded unless a release from the promisee is obtained.

In these ways, a binding promise transforms part of the promisor's agential capacities into an *instrument* that is properly at the promisee's disposal. Like an instrument that belongs to another, the promisor is to pursue the use to which she is properly put, and not her own projects and goals to the contrary. And again like an instrument, the promisor no longer gets to exercise her own independent judgments about the wisdom of her deployment; absent a release, she is to act as an instrument of the promisee in realizing the outcome in which the promise is fulfilled.

Interestingly, this general conception of the promissory relationship also gives promising a distinctive and central *point*. Given our default moral independence, our own agency, body, and resources largely lie outside the reach of others. This kind of independence from others is no doubt something we have good reasons to want; it defines for each of us a morally protected sphere within which we are allowed to lead our own lives free from external interference. But our moral independence, it is important to note, also comes at a cost. For, it places beyond our reach certain aspects of the world which we may otherwise use as instruments to pursue and realize our own projects and goals. Promissory arrangements constitute one way in which morality mediates the conflict between the value of agential independence and the value of what I shall call *expanded control*. Through a promissory agreement, the promisor's agential capacities become an instrument at the promisee's disposal, to be deployed for the realization of the promised outcome. Promising, in other words, is a morally sanctioned way for individuals to expand their control over what happens in the world by realizing outcomes using the agencies of others.

If my preceding discussion is broadly on the right track, then we are now in a position to provide a clear rationale for the kind of promisee-centric approach that I advanced in the previous section. Quite straightforwardly, if A acts as an instrument of B in  $\Phi$ -ing, then in ascertaining A's normative standing to  $\Phi$  *in her role as B's instrument*, we need to look to whether B has sufficient normative justification to deploy A's agency in this way. Someone who acts as an instrument of another *inherits* her reason to so act from the moral permission of the person for whom she acts. It is precisely this kind of *normative inheritance* that is captured by the promisee-centric Bindingness Condition. Recall that the Condition tells us that the reason-giving force of a promise to  $\Phi$  turns on whether the promisee may permissibly assent to the promisor's  $\Phi$ -ing. It should now be clear why the normative perspective of the promisee matters in this manner. It is because, being an instrument at the promisee's disposal, the promisor's reason to perform is predicated upon and flows from the moral permission of the promisee to bring about the promised outcome through the agency of the promisor. Indeed, it may be interesting to note that the phenomenon of normative inheritance finds clear analogues in other areas of life. An officer of the state, for example, may legitimately carry out some state action in her official capacity only if the state for whom she acts has the proper authority to empower her to so act.

Some further aspects of this general account of promissory bindingness are worth noting. First, given that acting as an instrument of another represents a radical departure from our default status as independent agents, we have good reasons for wanting certain safeguards to be in place concerning the institution of promising. Most obviously, a binding promissory arrangement should be voluntary and free from coercion; an individual's decision to render her agential capacities instruments at another's disposal should not be made against her will. Moreover, the relinquishment of one's agential capacities should only be *partial* and never total. This is why, in general, one may not make a binding promise to do whatever the promisee wants, or subject oneself to another's control for the rest of one's life. These

constraints reflect my earlier remarks about what gives promising a central point. While we have good reasons for wanting to exert an expanded degree of control over what happens in the world through the agencies of others, these reasons nonetheless have to be checked and constrained by the value of being an independent agent with a life of one's own to lead. The institution of promising, as I said, is a morally acceptable way to *mediate* the competing values of agential independence and expanded control. And to be morally acceptable, it must not jettison the value of agential independence altogether.

Second, it is important to note that, under the current proposal, promissory reasons are distinctively *role-based*. It is only *in the role as a promisor* that an individual is to act as an instrument of the promisee after making a binding promise. What this means, first and foremost, is that promissory reasons need be only *pro tanto* in character, and they may conflict with other reasons to which an agent is also subject. This is because, quite obviously, the sources of reasons that bear upon an agent's conduct and action need not be exhausted by just a single reason-giving role she occupies. Recall my earlier example about promising you a lift to the airport even though I am under a fiduciary obligation to attend a company meeting elsewhere. On my account, the correct way to analyze the case is as follows. In my role as an employee, I am to attend my company meeting on time. In my role as a promisor, I am to act as your instrument in bringing about the outcome in which I drive you to the airport. Both roles are genuinely reason-providing. What I ought to do all things considered naturally depends on the strength of the competing reasons given the circumstances of the case. Crucially, nothing I say should be taken to suggest that promissory reasons always enjoy lexical priority over reasons of other kinds.

Third, we may now revisit an earlier worry which I left open. Under the Bindingness Condition, whether or not a promisor has a reason to perform as promised turns on whether the promisee may permissibly assent to the promisor's performance. One may agree, as an intuitive matter, that permissible assent may not be given to instances of killing and assaulting

another person. But one may nonetheless wonder whether a promisee must likewise withhold her assent in cases where the stakes are considerably lower, such as cases of promising to commit petty theft. Furthermore, is there a more principled explanation for *why*, for example, a promisee may *not* permissibly assent to my proposed conduct of taking two dollars out of my company's cash register, but she *may* permissibly assent to my missing an important company meeting and giving her a lift to the airport instead?

The answer to these questions, once again, flows rather naturally from the general conception of a promisor as an instrument at the promisee's disposal. On this picture, permissible assent takes on an additional dimension. We are no longer simply asking whether a promisee may permissibly assent to the action of the promisor in the same way that she may give assent to the action of some uninvolved third party. Rather, we are more particularly asking whether a promisee may permissibly assent to the exercise of the promisor's agency *when the promisor acts as her instrument* in realizing the promised outcome. Thus, even if, in some cases, you may not be required to prevent a complete stranger from committing petty theft, it is surely the case that you may not utilize what is at your disposal to bring about a case of theft. Ditto for cases of killing and assault. By contrast, in the case where I promise you a lift that conflicts with my attending an important company meeting, you simply do not owe it to my employers to refrain from using what is yours in ways that are detrimental to their corporate or business interests.

I caution, however, that we should not read *too much* into the conception of promissory relationships under discussion. For one thing, nothing I say is meant to suggest that a binding promise alters the more general status of the promisor as an autonomous and responsible moral agent. By entering into a binding promissory arrangement, the promisor is indeed to perform as promised *in her role as a promisor*. But, as I said before, she may also be subject to conflicting and competing normative demands, in which case she is to decide what she ought to do all things considered and she bears responsibility for that decision. Thus, if I promise to give you a lift to the

airport, but the only way for me to fulfill the promise is to steal my neighbor's car, I cannot evade moral criticism for my stealing by simply pointing out that, in my role as a promisor, I am subject to normative pressure to keep my promise.

For another, nothing I say is meant to suggest that a binding promise attributes liability to the *promisee* for the promisor's performance. While I maintain that a binding promise transforms part of the promisor's agency into an instrument at the promisee's disposal, and that promissory bindingness turns on whether the promisee may permissibly deploy the agency of the promisor in this or that way, it does not follow that *what is done for the promisee* should be seen, with respect to the issue of liability, as *the promisee's own doing*.<sup>35</sup>

Consider an analogy. If you and I agree that you will move a couch for me, then, in assessing the reason-giving force of this agreement, we should indeed look to whether I have the proper authority to empower you to conduct such a move. If the location of the couch is not mine to decide, say, because the couch does not even belong to me but to some third party, then our agreement does not provide you with a reason to carry through with the plan. But all of this leaves open the *further* question: Who should be held liable if the couch is damaged in the process. Importantly, if our agreement is made with the understanding that you will shoulder any such cost, then the associated liability properly falls to you and not to me, even though you count as acting for me in moving the couch.

Now, in the promissory context, a similar story can be told. While I maintain that the institution of promising may be seen as a morally acceptable mediation between the values of agential independence and expanded control, much of the details of the institution is shaped by our custom and convention. It is a matter of convention, for example, which

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<sup>35</sup> For a discussion of a related distinction in the context of state actions, see Avihay Dorfman and Alon Harel, "The Case Against Privatization," *Philosophy & Public Affairs* 41(2013): 67-102, at 70-76.

words and gestures properly signal promissory offer and acceptance, and how much time must lapse before a promisor is in danger of being nonconforming (assuming a precise time is not specified). Reflecting on our promissory convention, it is clear that, without further specification, any cost that arise from promissory performance is to fall to the promisor and not to the promisee. Since this rule is well-known, if a promisor nevertheless freely chooses to enter into a binding promissory agreement, then it is plausible to conclude that any cost that may arise from her performance is properly hers to bear and not the promisee's.<sup>36</sup>

The foregoing discussion, if sound, establishes a deeper rationale for a promisee-centric solution to our problem of wrongful promises. Its central claim is that, because a binding promissory relationship is one in which the promisor acts as an instrument at the disposal of the promisee in realizing the promised outcome, in assessing a promise's binding force, we are to look to whether the promisee has the moral permission to deploy the agency of the promisor in the way of promissory performance. Since many cases of promising to do what is otherwise morally wrong meet this condition, such wrongful promises are genuinely normatively binding on my account.

We can now turn, finally, to the general worry with which we began. The worry is that, by allowing some wrongful promises to provide genuine reasons to perform, is this not an account of promissory bindingness that, at least in some cases, allows us to create reasons to do wrong as we please?

Let us focus on the following type of case. At  $t_1$ , I am morally required to  $\Phi$  at  $t_3$ , but I simply do not wish to do what morality requires of me. So, at  $t_2$ , I make a promise that I will  $\Psi$  instead at  $t_3$ . If my promise to  $\Psi$  is nevertheless binding, then I will have at least made my non- $\Phi$ -ing more justified, that is, more supported by reasons. Indeed, if the promissory reason thereby engendered is weighty enough, then I will have made an

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<sup>36</sup> Compare Viehoff, "Legitimate Injustice and Acting for Another," 343, footnote 60.

otherwise wrong act permissible or even obligatory. One worry, then, is that an account of promissory bindingness that allows wrongful promises to bind seems, in the words of Holly Smith, “altogether too subject to abuse, since it would enable us to define for ourselves, in whatever way we found personally convenient, which acts are right and wrong.”<sup>37</sup>

To this worry, I have several things to say in response. First and most obviously, my account does not entail that any and all wrongful promises have reason-giving force. My account of promissory bindingness has built-in limitations: The binding character of a wrongful promise is importantly constrained by the normative perspective of the promisee. This is why, as I have argued, a promise to kill, assault, or steal from another fail to generate a promissory reason for the promisor to perform, at least absent some extraordinary justification.

Second and more generally, the force of the worry is greatly tempered by bringing into focus non-promissory cases that have a similar structure. Suppose that, at  $t1$ , I am under a fiduciary obligation to attend an important company meeting at  $t3$ . But I simply do not want to make the trip. To make my non-attendance permissible, or at least more justified, I start a fire in my neighbor’s backyard at  $t2$ . I think everyone will agree that I now have very good reasons to put out the fire, even if doing so entails that I will miss the meeting. Does this agreement indicate that our system of morality is altogether too subject to abuse? It does not. What it does indicate is simply the familiar thought that our actions, even when they are morally defective, can affect the goings-on in the world, thereby altering the reasons that apply to us.

Third, and I have previously emphasized, the acknowledgement that some wrongful promises are nevertheless binding is very much compatible with it being morally wrong to *make* or *accept* such promises in the first place. In *Lunch*, for example, Amber is morally at fault for deliberately making a

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<sup>37</sup> Smith, “A Paradox of Promising,” *The Philosophical Review*, 106(1997): 153-196, at 156.



conflicting promise to Ruby, just as in my above example, I am morally at fault for starting the fire in my neighbor's backyard. Nothing I say about the bindingness of wrongful promises absolves Amber of moral blame for her initial faulty offer.

Indeed, I think there is something *especially* pernicious about a person who uses a binding wrongful promise in order to extricate herself from an antecedent moral requirement. For one thing, such a person uses a morally protected institution precisely with the aim of undermining what morality itself requires of her. Her conduct deserves a heightened degree of criticism, we may say, because she *pits morality against itself*. For another, such a person deliberately creates a moral obstacle to the fulfillment of the requirement to which she is otherwise subject, thereby giving moral cover to her own non-performance. Her attempt at moral evasion may indeed shield her from criticism for the non-performance, but it rightfully increases our feeling of disapproval toward her initial decision to deliberately alter the moral landscape in her own favor. But notice, on either explanation of the kind of perniciousness at issue, it is precisely because some wrongful promises *do* succeed at altering our normative conditions that it is so precious to make them.

Another worry in the vicinity is that my account of promissory bindingness affords insufficient protection to third parties, particularly those whose interests make it the case that the promisor's performance is otherwise morally wrong. In *Lunch*, for example, a system of morality which deems Amber's conflicting promise to Ruby normatively inert provides Violet a higher degree of protection. The more general suggestion may be that, if at  $t_1$ , A's interests make it the case that B's  $\Phi$ -ing is morally wrong, then no subsequent promise to  $\Phi$  on B's part may be normatively binding at  $t_2$ , provided that A's interests do not change in the interim. We may call this thesis *promissory foreclosure*.

In response, notice, first, that in non-promissory contexts, analogues to promissory foreclosure are highly implausible. No one should, and indeed no

one does, hold the idea that, if A's interests make B's  $\Phi$ -ing morally impermissible at  $t_1$ , then no subsequent development may introduce a new reason in favor of B's  $\Phi$ -ing at  $t_2$  (provided, once again, that A's interests do not change). This is simply because our reasons for action are not frozen in time; changes in the world bring about new reason-giving features, and our normative assessment of actions should be sensitive to these changes. My earlier example about starting a fire in my neighbor's backyard is an obvious case in point.

Second, even in promissory contexts, we have good reasons, based on my preceding discussion, to reject the thesis of foreclosure. True enough, Violet's interests would be better served if Amber's conflicting promise to Ruby is normatively inert. But this is a level of protection to which Violet is not morally entitled. After all, Violet has no moral claim against Ruby that she must not use Amber's agency to bring about the conflicting outcome in which Amber lunches with Ruby instead. Promissory foreclosure, in other words, would remove certain resources and capacities whose potential use by Ruby is one that Violet, or anyone else, could not reasonably reject. The thesis therefore unjustifiably curtails the value to Ruby of having an expanded degree of control over what happens in the world by acting through the agency of others.

### **Conclusion**

The problem of wrongful promises is initially one of distinguishing cases. It asks under what conditions a promise to perform an otherwise morally impermissible action is nevertheless normatively binding. To this question, I have given a promisee-centric answer: Such a promise generates a pro tanto reason for the promisor to perform only if the promisee may permissibly assent to the promisor's performance.

But a satisfactory solution to our problem should do more. It should offer a deeper explanation for why promissory bindingness takes on the general contour that it does. If the argument in this paper is broadly on the right track, then the answer to this explanatory question is to be found in the

interplay between our *independence* and *interdependence* as agents in the world. Against the background of our morally protected independence, promising, as I have suggested, serves our interests in having an expanded degree of control over our commonly inhabited social world. The institution of promising is a morally protected way for us to act not only through our own agency but also through the agencies of others. When we make a binding promise, we transform part of our agential capacities, temporarily and in various restricted ways, into an instrument at another's disposal. In determining promissory bindingness, the normative perspective of the promisee takes center stage because the promissory relationship is one in which the promisor acts not for herself, but for the person to whom the promise is made.