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Michael Cholbi

Critics often charge that utilitarianism cannot adequately account for our obligation to keep our promises.[1] Because utilitarians have replied to this objection many times over, my immediate purpose here is not to assess its force or the plausibility of utilitarians' replies to it.

Rather, my aim is to demonstrate that utilitarianism is subject to a broader dilemma concerning the morality of promising. On the most plausible utilitarian account of the moral obligation to keep one's promises, promises contribute to overall well-being by providing assurance that an individual will do what it is otherwise desirable to do or what conduces to maximal overall well-being. However, this same account implies that individuals are obligated to *make* promises whenever doing so generates a promise the keeping of which would maximize overall well-being. But because we are rarely, if ever, obligated to incur promissory obligations, utilitarianism is subject to a dilemma: Either their view must deny that there is even a *prima facie* general duty to keep promises, or affirm that there is such a duty, but only at the cost of maintaining that there is a very extensive duty to make promises. Utilitarianism must therefore require a plethora of promises or none at all.

I proceed as follows: Section 1 outlines why utilitarians should adopt an assurance-based account of promissory obligation. If there are obligations to make promises, then each such obligation is an obligation to do what is either otherwise impermissible, otherwise optional, or otherwise obligatory on independent grounds. Sections 2 and 3 argue that although utilitarianism would not oblige us to promise to do the otherwise impermissible, it will often oblige us to promise to do what is optional (for example, whenever promises are necessary to fashion mutually beneficial arrangements) and to promise to do what is obligatory (i.e., utility-maximizing) on other grounds. The upshot is that utilitarianism denies the ordinary understanding of promise making as largely "voluntary" or optional. After considering five potential utilitarian replies to this line of argument, I describe (in section 5) how these conclusions concerning the morality of promising underscore how unjustifiably confining utilitarianism is insofar as it transforms seemingly optional promissory acts into obligatory promissory acts. The concluding section points out that utilitarians must either embrace these troubling implications concerning promise making or reject the assurance account of promissory obligation altogether—but at the cost of being unable to account for the obligation to keep promises.

1. An Assurance-Based Utilitarian Account of Promissory Obligation

There are now many accounts of promissory obligation in the philosophical literature, but we need not survey these in order to identify the account most congenial to utilitarianism (at least in its traditional act-utilitarian guise).

Promises are distinctive among sources of obligation in that they are created by the exercise of a normative power. When moral agents promise to perform some action, they modify their normative situation, willfully limiting what they are subsequently morally permitted to do. By promising to X, A ordinarily makes it the case that she is at least *pro tanto* obligated to X and effectively gives those to whom A promised to X, the promisee(s), grounds for holding A accountable for performing X.[2]

This power to modify our normative situation gives rise to a number of philosophical puzzles. For present purposes, however, the issue at hand is how utilitarianism represents the relationship between this normative power and promissory obligation. In other words, how, according to utilitarians, do exercises of the normative power to make promises give rise to obligations to keep those promises? Utilitarians cannot countenance appeals to the inherent value of fidelity or the value of being able to voluntarily limit our moral liberties. Instead, promissory obligations can only exist if their fulfillment conduces to maximize overall well-being. Not surprisingly, many utilitarians[3] have thought that promises specifically contribute to overall well-being because they provide assurances to promisees that promised acts will be performed. Such utilitarians find a principle akin to T. M. Scanlon's Principle of Fidelity, or Principle F, attractive:

> If (1) *A* voluntarily and intentionally leads *B* to expect that *A* will do *X* (unless *B* consents to *A*'s not doing so); (2) *A* knows that *B* wants to be assured of this; (3) *A* acts with the aim of providing this assurance, and has good reason to believe that he or she has done so; (4) *B* knows that *A* has the intentions and beliefs just described; (5) *A* intends for *B* to know this, and knows that *B* does know it; (6) *B* knows that *A* has this knowledge and intent, then, in the absence of special justification, *A* must do *X* unless *B* consents to *X*'s not being done.[4]

Though Scanlon justifies Principle F in contractualist terms, arguing that Principle F is a principle that no one seeking agreement on principles to govern interpersonal conduct could reasonably reject, utilitarians endorse Principle F on different grounds. As depicted in Principle F, promises lead those to whom they are made to form expectations concerning the promised behavior.[5] In particular, promises provide promisees greater assurance that a particular action will be performed. From a utilitarian perspective, assurance is of value to promisees because it helps to secure what promisees desire on other grounds. If A promises to B that she will X, and B desires that A perform X, then typically B can now have greater confidence that X will occur. From a utilitarian moral standpoint, in which obligatory actions are those that maximize overall well-being, A's performing X will nearly always be obligatory. For A's performing X will nearly always be better from the standpoint of overall well-being than A's not performing X. In the short term, if A fails to X, then not only will B's desire that X be performed not be fulfilled, but B may feel additional distress or disappointment at that fact. In the long term, A's failure to perform X will diminish the trust that others, especially B, place in A, a result that tends to discourage cooperation and lower overall well-being.

Hence, on the most plausible utilitarian view of promissory obligation, the value of the normative power of promising resides in its capacity to provide assurance to promisees, an outcome that in turn makes it the

case that the keeping of promises is (usually) obligatory.

2. Obligatory Promises: Options

Assume then that utilitarians will endorse an assurance-based account of promissory obligation. This is an account of promissory obligation in that it provides a moral rationale for *keeping* promises. As noted above, critics of utilitarianism often claim it fails to provide a credible rationale for such promissory obligation. But suppose for the moment that this charge is unfounded.[6] Might utilitarianism nevertheless have surprising implications concerning our obligations to *make* promises?

Very few moral philosophers, utilitarian or otherwise, have said much about the morality of making promises.[7] However, it is unlikely that promise making is subject to no moral constraints at all. For example, it is generally morally impermissible to promise to do what it is morally impermissible to do on other grounds. The contract killer, for example, is not obligated to kill his intended target because he promised to do so. Utilitarians will likely concur with this conclusion. Granted, there may be cases in which the value of assuring someone that X will be performed by promising to do X transforms an otherwise impermissible act into an obligatory act. For example, if X is the act that otherwise brings about the greatest overall well-being but only by a small margin in comparison with Y, then it might sometimes be true that by promising to Y, Y becomes the obligatory act from a utilitarian perspective. A might have done more good overall by donating to charity X, but having promised to donate to charity Y, A may have made it the case that donating to Y produces more well-being on balance, making donating to Y obligatory. Yet utilitarians can readily grant that such cases are atypical and that, normally, it is impermissible to promise what it is otherwise impermissible to do.

However, but what of acts that are morally *optional*, that is, that agents are neither obligated to perform nor obligated not to perform? Can it ever be the case that utilitarianism requires that we promise what is otherwise optional?

Matilda and Ned are perfect for each other. Matilda adores Ned, Ned adores Matilda, and there is no better romantic match for either one. And though both have both grown weary of single life, their past romantic histories make them wary of long-term relationships. Ned and Matilda would each feel far more secure about their relationship were it to be legally codified. If Matilda were to propose marriage, Ned would no doubt accept, and they (as well as their friends and loved ones) would be much happier for it. A powerful utilitarian case can therefore be made that Matilda has an obligation to marry Ned and Ned an obligation to marry Matilda. And marriage is a kind of second-order promise. Those who marry make a promise whose content amounts to a set of promises, some of them legal, others more informal (most notably, to love, honor, and cherish one's spouse). Hence, Matilda is obligated to exercise her normative power to make promises by marrying Ned.

Yet as the literature on promising emphasizes, its distinguishing feature as a source of obligation is its voluntariness.[8] I gather that saying promising is "voluntary" does not mean it is voluntary in an action-theoretical sense (i.e., not determined). Rather, promising is a form of discretionary obligation. Only if it is morally discretionary can we make sense of why promises made under duress or coercion are not binding. For unless promising is morally discretionary, those compelled to promise under duress or coercion have no apparent ground for complaint. The normative power to promise is a normative liberty, one over which would-be promisors have absolute, or nearly absolute, liberty. Indeed, ordinary moral thought appears to

take the obligation to keep promises made very seriously, but denies any obligation to make promises at all. I am not sure about the exact scope of this denial. That promising is a normative liberty does not entail that we are never obligated to make promises. For example, role relationships may carry with them a duty to make promises. A married couple whose members *never* made promises to another would, I believe, be in violation of a duty stemming from that relationship. Yet even here, the duty in question looks like an imperfect duty, one that does not generate an obligation to make any *particular* promises to one's spouse but a duty of wide obligation to make *some* promises to one's partner. Moreover, sometimes individuals solicit promises from one another. In the contexts of certain kinds of relationships at least, failing to make solicited promises would violate a perfect duty.

Nevertheless, regardless of whether the duty to make promises is no duty at all or merely a very limited duty, utilitarianism implies a much wider duty to make promises. In particular, the above example indicates that utilitarianism mandates that every promise essential to a utility-maximizing mutually beneficial arrangement is thereby morally obligatory. Of course, in reply, utilitarians may emphasize the uncertainties associated with such decisions. Sure, Matilda's marrying Ned *seems* to be utility-maximizing. But the same could be said of many marriages that later turn out to be catastrophes. Romantic love fades, and traits that were once endearing later become obnoxious. And perhaps Matilda and Ned will change and drift apart. So we cannot be especially confident that Matilda's promising to marry Ned will be utility-maximizing because the utility of the marriage itself open to doubt.[9] And the point generalizes: The uncertainties associated with many arrangements for mutual benefit may be great enough to cast doubt on my conclusion that utilitarianism generally enjoins that we promise to do whatever it is that is mutually beneficial to do. Even granting these uncertainties, however, promising functions to diminish these uncertainties. No doubt some potentially beneficial arrangements are sufficiently unpredictable that the assurances provided by the promises that establish those arrangements will not make those arrangements on balance beneficial. But so long as least some arrangements are such that, from the standpoint of the utilitarian calculus, promising to enter into and to honor them tips the balance in their favor, then these are arrangements that we are obligated to enter into by making the promises that make such arrangements possible.

Here utilitarianism's opponents will detect a subtle, but dramatic, shift in the orientation that utilitarianism asks us to take toward promise making. For if I am correct, optional acts will often become obligatory thanks to the way in which promise making functions to provide assurance that tips the balance, so to speak, rendering a morally optional act a morally obligatory one. Hence, a wide range of seemingly discretionary human choices, choices usually seen as matters of personal prudence rather than impersonal morality, become matters of moral obligation on a utilitarian view. Entering into a business partnership, agreeing to become a child's godparent, becoming a surrogate mother: all of these matters, normally understood as matters of individual liberty, are transformed into potential obligations.

3. Obligatory Promises: The Otherwise Obligatory

Having considered the obligation to make promises with respect to two deontic statuses—the impermissible and the optional—let us now consider the third such status, the obligatory.

Ordinarily, individuals do not promise to do what they recognize as obligatory, nor do others expect them to promise as much.

Promising to do what is otherwise obligatory seems morally redundant, more likely to diminish our confidence in one another's virtue than bolster it. The individual who promises to do what she is otherwise obligated to do causes us to wonder exactly why she is motivated to provide such assurance.

However, if utilitarianism is true, promising to do what is otherwise obligatory should itself be obligatory in many cases. Consider any situation in which the options available to me are acts X, Y, Z, . . . n. Suppose further that X is maximizing. In many, but not all cases, there is in fact a course of action consisting of X *plus my promising to perform X* that in fact has higher net utility than X. Call this course of action X+. If so, then utilitarianism obligates us to promise to do what is, on utilitarian grounds, otherwise obligatory.

Cecilia sits on the town council. The town must elect a new mayor soon. The vast majority of the town's residents believe (correctly, as it stands) that Cecilia is the most knowledgeable and experienced candidate, that she is a paragon of political integrity and moral virtue, and that she possesses unsurpassed qualities to lead and inspire. But Cecilia is a reluctant politician, content not to be in the limelight. A small number of residents support Councilor Davis, an inept and corrupt demagogue whose election is likely to lead the town to ruin. It seems clear that Cecilia's utilitarian obligation is to run for mayor (and, presumably, win). However, if she promises to run for mayor and then does so, her promise brings added benefits. Her supporters will be less anxious about having to draft her as a candidate, Davis may end up spending less on his campaign, and whatever reservations Cecilia might have had about the demands of serving as mayor will take a motivational backseat to the promise she made to her constituents, a promise she would take very seriously and that will make it less likely she will back out of the mayoral race.

Hence, Cecilia's obligation is not simply to run for mayor, but to promise to run for mayor. Of course, in many of the classic examples from the philosophical ethics literature, promising to fulfill one's utilitarian obligation would not add much, if anything, to net utility, and may even detract from it. In the trolley problem, time is short, so promising to save the group of individuals bound to the track, either by pulling a lever or pushing a rotund man in the trolley's way, may well jeopardize the chance of the group being saved at all. So my claim is not that the utilitarian requirement to maximize overall well-being logically entails that whenever the fulfillment of a given promise maximizes overall well-being, there is then an obligation to make that promise. Indeed, there may be promises that it would be wrong, on utilitarian grounds, to make because even though performing the promised act would maximize overall well-being, promising to perform that act would not. (A person might be subject to punishment for promising to perform a certain act, for instance). But it will very often be true as a matter of empirical fact that an otherwise utility-maximizing act is an act that an individual is obligated to promise to do. X+, *ceteris paribus*, will rank higher than X to the extent that the following conditions are met:

a. *Performing X+ does not make the performance of X (or the realization of the various goods that are expected to result from X's performance) less likely.*
b. *Performing X+ will reassure the beneficiaries of X.* As we have observed, from a utilitarian perspective, the chief benefit of promising to X is that X's beneficiaries are reassured of my performance and are thus left with less uncertainty. Furthermore, whatever trust exists between the promisor and X's beneficiaries may grow, another benefit of promising to X. Of course, utilitarianism countenances trade-offs: Sometimes the performance of one's obligations will cause harm or unhappiness to some individuals.

Are they made any better- or worse-off by promising to do what is otherwise utility-maximizing? They are not necessarily made worse-off. Councilor Davis, for example, upon hearing Cecilia's promise to run for mayor, may decide not to be a candidate, saving himself time, money, and public repudiation.

c. *Performing X+ will strengthen the promisor's resolve to perform X.* Human moral agents tend to take promise keeping fairly seriously, and are therefore more likely to perform an act that they have promised to perform even if they recognize strong promise-independent reasons to perform the act. Doubtless, for a few very abnormal agents, making a promise may make the performance of an existing obligation more onerous. But for the most part, promising to do what is utility-maximizing is likely to bolster the probability of doing what is utility-maximizing.

d. *Breaking the promise to X will subject the promisor to negative reactive attitudes, and fulfilling the promise to X will subject the promisor to positive reactive attitudes.* If a promisor breaks a promise to X, she is likely to be subject to harsher reactive attitudes than if she fails to X not having made a promise to X. Similarly, if a promisor fulfills a promise to X, she is likely to be subject to more favorable reactive attitudes than if she performs X without having promised to do so. The reactive attitudes in question can be the attitudes of others (resentment, gratitude, etc.) or the self-directed attitudes of the promisor (guilt, pride, etc.). By making a promise to do what she is otherwise obligated to do, the promisor makes herself morally accountable to herself and to others in an explicit way. The cumulative effects of such reactive attitudes would be to make promisors more likely to keep their promises and more likely to fulfill their utilitarian obligations in general.

Now I cannot possibly suggest precisely how often, or to what extent, these conditions will be satisfied. But I conjecture that they will be satisfied in a far wider range of situations than we ordinarily understand ourselves to have an obligation to make promises.

4. Five Utilitarian Replies

To this point, my discussion has been largely analytical, attempting to establish that utilitarianism has the implication that we are morally obligated to make far more promises—a plethora of promises, in fact—than we ordinarily take ourselves to be obligated to make. Promising has traditionally been seen as a moral liberty rooted in a normative power that promisors are rarely, if ever, obligated to exercise. Section 2 showed that utilitarianism implies that a significant range of seemingly optional actions are actions we are obligated to promise to perform because promises can provide assurance that a mutually beneficial arrangement will be established and honored. Section 3 showed that utilitarianism implies that many actions that are otherwise obligatory on utilitarian grounds are also actions that those who are obligated to perform are also obligated to promise to perform. In each case, the obligation to make promises stems from the value that assurance adds to acts that are beneficial in other respects. Utilitarianism seems to require that beneficence be cemented by fidelity, and so demands we enter into far more promises than we typically suppose.

I have not yet provided a theoretical basis as to why requiring a plethora of promises is a troubling implication for utilitarianism. Before doing so, let us consider several objections utilitarians might make to my conclusion that utilitarianism implausibly demands that we make a plethora of promises.

First, some would suggest that my argument proves not that we have an obligation to make a plethora of promises, but the more innocuous conclusion that whatever we are obligated to do, we are obligated to intend to do.[10] The gap in value between X and X+ can be filled merely by a person's intending to X without having to promise to X. And

since it is reasonable to think that if a moral theory implies that we have an obligation to X it also implies an obligation to intend to X, this conclusion is in fact innocuous. But note that the claim that having an obligation to X implies having an obligation to intend to X is not obviously innocuous. The claim that an obligation to do an act entails an obligation to intend to do that act is one that a variety of non-utilitarian theories, such as Kantianism, can embrace. Yet for some "sophisticated" consequentialists, agents can be obligated to X but not obligated to intend X precisely because intending to X makes the achievement of the value of X less likely. Moreover, even if this claim is not innocuous, intention cannot do all the work that promises do with regard to promoting overall utility. Admittedly, an intention to do X may bring about some of the benefits associated with promising to do X. It might, for instance, stiffen an individual's resolve to do X and she might feel greater guilt if she fails to do X having formed an intention to do so. But an intention to X will not subject her to others' reactive attitudes nor will it reassure the prospective beneficiaries of X. Only X+—X'ing having promised to X—can do that.

Second, the utilitarian may object that with respect to many obligations, we cannot promise others to perform them anyway. We may have obligations to newborn children, non-human animals, or future generations, none of whom we can make promises to. Here, it would seem that intentions are the best we can do. I readily grant that some of those who stand to gain from our fulfilling our obligation to maximize net utility are not among those to whom promises can be made. Nevertheless, though we cannot make promises *to them*, we can make promises to others *concerning them*. I can promise a newborn's mother or a pet's owner that I will fulfill whatever obligations utilitarianism imposes upon me concerning the treatment of the newborn or of the pet. Such third-party promises would often meet, to a high degree, the conditions I enumerated above, so that we in fact have obligations to promise others that we will fulfill obligations that concern them (at most) only indirectly.

Third, utilitarians may object that my argument unfairly assumes a world of non-utilitarian agents. In our world, where only a handful behave as utilitarianism recommends, we rarely promise to do what we understand ourselves to be obligated to do. We rarely promise not to murder one another, for example, because promising not to murder is morally redundant. Promising to do what maximizes utility would be similarly redundant in a world populated predominantly by committed utilitarians. In such a world, there would be no need for reassurance, the strengthening of moral resolve, etc., precisely because, just as few in our world expect to be murdered, few in that world expect others will fail to act so as to maximize utility. In a utilitarian world, X+ adds nothing to X. Here, I concur that my argument assumes a world of non-utilitarian agents. But it has long been part of the utilitarian outlook that our obligations should be sensitive to the world as it is, not as it morally ought to be. Utilitarians, though idealistic in their aspirations, are ruggedly realistic in their deliberations. Our obligations, on their view, are causally affected by what others do, but what others do is of purely causal, not moral, import. The substance of one's obligations, on the utilitarian picture, can—indeed, must—depend on what others do, even though the principle(s) that ground one's obligations, do not. Utilitarianism thus has no need of a distinction between ideal and non-ideal theory. So while utilitarians correctly diagnose this assumption, it is not an assumption utilitarians themselves are in a position to reject. And I am quite willing to concede that promising may have little utility value in a world dominated by utilitarians. But it has a great deal of utility value in our actual world, and so generates a plethora of promises.

Fourth, some may suppose it is utilitarianism's monistic theory of value that makes it susceptible to this objection, thus suggesting that perhaps a pluralistic form of consequentialism might not require a plethora of promises. The obligation to make a plethora of promises seems to stem from the positive consequences that promise making has on well-being. Perhaps, then, a consequentialist theory that acknowledges other goods besides well-being would not imply such a stringent obligation, on the grounds that whatever value X+ adds to X in terms of well-being is counterbalanced by various outcomes whose disvalue meets or exceeds the added well-being of X+. I am willing to grant that a pluralistic consequentialist theory might require fewer promises than a strictly utilitarian theory. How many fewer will hinge on a large number of facts. But my basic argument still seems to apply: In a large number of cases, X+ (i.e., promising to X and X-ing) has better overall consequences than merely doing X (where these consequences include but are not reducible to consequences concerning well-being), in which case the pluralistic consequentialist must also require X+. Furthermore, such a consequentialist theory might well require *more* promises than a utilitarian theory if promise keeping is either itself a good or bears some relationship to other intrinsic goods (fidelity, the establishment or maintenance of intimate relationships, etc.) the wider consequentialist theory recognizes. Thus, it is not obviously true that pluralistic consequentialism is any less vulnerable than utilitarianism to the objection I have identified.

Finally, one might think that my complaint is an instance of a now familiar worry about act-utilitarianism, namely, that it collapses the distinction between the obligatory and the supererogatory. For many of the promises that, I have argued, it would be obligatory to make precisely because (once made) their fulfillment would be utility-maximizing are promises the making of which appears supererogatory, that is, promises it is morally laudable, but not obligatory, for us to make. In other words, it will sometimes be true that if there is a duty to X, then promising to X goes "above and beyond" our duty to X. If so, then one might suppose that utilitarians could answer my complaint by showing how their theory can accommodate supererogation. I contend, however, that whatever the merits of extant utilitarian attempts to accommodate supererogation, they do not succeed in making sense of these apparently obligatory promises as merely supererogatory. For one, these attempts largely understand the supererogatory in terms of self-sacrifice and thus attempt to show how consequentialism can justify such self-sacrifice without rendering it obligatory.[11] But some of the promises that (I have argued) utilitarianism implausibly makes obligatory do not require self-sacrifice on the part of the promisor. To pay back a loan that it was supererogatory to take out in the first place is not an instance of self-sacrifice in the usual sense. After all, the borrower stands to benefit from fulfilling the terms of the loan. Hence, some of the acts of promise making that I allege turn out to be obligatory are not captured by utilitarians' attempts to accommodate supererogation. Moreover, recent attempts by consequentialists to make sense of the supererogatory by distinguishing between rational and moral requirement do not seem to answer my complaint about promising. If what is morally required is not what is rationally required, then "sometimes morally required action is simply supererogatory, or beyond the call of that which we ought, rationally, to do."[12] Suppose that some acts are therefore supererogatory because though their performance is otherwise morally required, there are non-moral reasons to refrain from their performance that render their non-performance morally justified overall.[13] In that case, perhaps even when performing X

would be utility-maximizing and therefore obligatory, there could be non-moral reasons to justify permitting an agent not to promise to perform X. But here the difficulty is that the reasons to promise to perform X look decidedly moral, resting on the moral value of assuring others that one will do what it is also utility-maximizing to do. The reason to promise to X is derived from the moral reason to X and is itself moral. Hence, there does not seem to be space to count these acts of promise making as rationally required but not morally required. At the very least, consequentialists who advance this sort of account of supererogation would need to show that the reasons that make these acts of promise making rationally but not morally required are not only non-moral (prudential, agent-relative, etc.) but of sufficient weight to outweigh the applicable moral reasons.

5. The Content-Dependence of Promissory Reasons and Utilitarianism as Confining

The radical character of these conclusions about the utilitarian obligation to make promises is easy to miss. Utilitarians have no patience for promises having intrinsic moral value or significance.[14] Keeping promises is right to the extent that doing so promotes what does have intrinsic value or significance, namely, well-being. The reasons for keeping promises, on a utilitarian view, are *content-dependent*: If A has promised B that she will X, then whether A's promise to X is one she is obligated to keep depends on properties of X, in particular, how the overall well-being generated by performing X compares to the overall well-being generated by refraining from X (and to other alternatives, such as asking B to be released from the obligation to perform X, and so on). In contrast, philosophers such as Joseph Raz have argued[15] that a distinguishing feature of promises is that they provide content-independent reasons, that is, among the reasons that favor the keeping of a promise to X is the fact that a promise was made, a fact unrelated to other morally relevant features of X. The content-independence of such reasons is how non-utilitarian (or non-consequentialist) accounts of promising can understand promising as a form of voluntary obligation. For if the reasons for keeping a promise to X are entirely content-dependent, then there is sufficient moral reason to X, wholly independent of whether a promise to X was made or not. Having promised to X becomes incidental to the more fundamental obligation to X. Only if at least some part of the rational force of keeping a promise is independent of what was promised can promising be voluntary. For utilitarians, on the other hand, promising cannot be voluntary precisely because a promise has no rational force independent of what was promised. As a result, utilitarians must embrace the surprising, and perhaps troubling implication, that every promise it would be wrong for an individual to break is also a promise that it would be wrong for that individual not to have made in the first place (save for the exceptional case in which two extant promises satisfy this condition).

It would not appear that other prominent moral theories likewise collapse the gap between the obligation to make promises and the obligation to keep them, so it would seem that requiring a plethora of promises puts utilitarianism at a theoretical disadvantage. Still, utilitarians might respond that common moral sense is simply incorrect in denying a wide array of obligations to promise. Yet if this counterintuitive implication could be given a normative foundation—that is, if we could provide a theoretical account of what is troubling about this implication—then utilitarians could not so readily dismiss this implication as a reflection of confused moral "common sense."

It is tempting to assimilate this objection to the familiar objection that consequentialist theories are too demanding. If I am correct, then for utilitarians, promising becomes a kind of moral fetish, mandatory icing on a utility-maximizing cake. However, making out the demandingness objection in ways that do not simply pre-suppose other claims that consequentialists reject has proven difficult.[16] I would propose that my argument provides further evidence that consequentialist theories are subject to a broader, but related, objection: that, as Scheffler puts it, such theories are excessively *confining*, since they greatly "narrow the range of morally acceptable courses of action" open to an individual,[17] and in so doing, they operate against certain interests we have just insofar as we are moral agents.

As David Owens has recently emphasized,[18] promises are neither predictions of one's conduct nor mere statements of intention. Rather, promises give others authority over us, providing others with a moral power they do not otherwise have. Promises thus grant others a "veto" over our actions, and it can be reasonable (Owens argues) not to want to grant such a veto even when we expect that it will be exercised reasonably or in the service of our own values or commitments. We have an interest in retaining this power, "the moral freedom to act in accordance with one's own judgment about what one ought to do rather than in accordance with someone else's."[19] This interest is one that even a utilitarian agent committed to bringing about the happiest overall state of affairs presumably has. My argument illustrates that, for utilitarianism, promises can function as a moral cudgel, a way to augment one's agent-neutral obligation to maximize value with an agent-relative obligation to keep those promises that maximize value. In making promises to do what maximizes net utility, we relinquish even more of our authority over our actions than utilitarianism is usually thought to require. That utilitarian morality is confining is not news. However, my argument, by showing that there are utilitarian reasons to make promises that render it even more confining, cutting off the option to do what is utility-maximizing *without* promising to do so, further corroborates the worry that utilitarian morality is excessively confining. Such promises, by giving others authority over our future actions, further limit our authority interest in acting in accordance with our own judgment about what we ought to do, *even if* we already accept that what we ought to do is to maximize utility.

Utilitarians may reply by proposing that they can incorporate the authority interest I have been describing into their account of well-being, with the result that we are not obligated to make a plethora of promises. Such would be the case if whatever utility realized by performing X+, above that realized by X, is exceeded by the disutility one suffers by having one's authority interest infringed by having made a promise. That is, one would have an obligation to perform X, but not X+, if the difference in overall utility between X and X+ were smaller than the loss of well-being a promisor suffers by promising to X even while intending to X. I do not dispute that this condition will sometimes be met. Performing the optimific act X is sometimes burdensome, but it is hard to see how an agent intending to X is significantly less well-off if she sincerely promises to X. Hence, in many cases, this condition will not be met, and in those cases where the agent is among the beneficiaries of the promise, the agent is likely better-off for having performed X+ than X.

There is one final option for utilitarians seeking to dodge the objection that their theory demands that we make a plethora of promises. As we have observed, this objection flows from the fact that utilitarianism accounts for promissory obligation in terms of assurance: Promises serve to assure others of our intentions to do what is otherwise

desirable, and in failing to keep a promise, we not only do not do what is otherwise desirable, but we undermine general well-being in other ways (by creating disappointment, diminishing trust, etc.). Consequently, utilitarians might hope that another account of promissory obligation, congenial to their general moral outlook, might not imply the obligation to keep a plethora of promises.

The difficulty here is that no other account seems forthcoming. Promissory obligation, if it is intelligible at all on a utilitarian view, must depend on how the fulfillment of promises augments well-being, at least in the great majority of cases. But it is hard to identify any other good besides assurance that promise keeping provides and that augments well-being. If so, then for utilitarians to jettison the assurance account in order to avoid the objection I have leveled about the obligation to make promises, means jettisoning the only plausible account they have of the obligation to keep promises.

6. Conclusion: A Utilitarian Dilemma

The utilitarian is thus subject to an intractable dilemma: Accept the assurance account of promissory obligation while requiring that a plethora of promises be made *or* reject the assurance account of promissory obligation and end up at a loss as to how to explain the obligation to keep promises. A bullet will have to be bitten here. No doubt some utilitarians will opt for one form of lead poisoning over the other, and perhaps do so happily. Indeed, that utiltiarianism is antagonistic to discretion in the moral realm is not news. Nevertheless, answering the traditional objection to utilitarianism concerning promising—that it lacks the resources to adequately explain promissory obligation—does not extricate utilitarianism from the difficulties it faces concerning the morality of promising.

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NOTES

1. W. D. Ross, *The Right and The Good* (Oxford, Eng.: Oxford University Press, 1930), pp. 17–18.

2. Joseph Raz, "Promises and Obligations," in *Law, Society, and Morality: Essays in Honour of H.L.A. Hart*, ed. P. M. S. Hacker and Joseph Raz (Oxford, Eng.: Oxford University Press, 1977); David Owens, "A Simple Theory of Promising," *Philosophical Review*, vol. 115, no. 1 (2006), pp. 51–77; and Gary Watson, "Promises, Reasons and Normative Powers," in *Reasons for Action*, ed. David Sobel and Steven Wall (Cambridge, Eng.: Cambridge University Press, 2009), pp. 155–178.

3. Jeremy Bentham, *A Comment on the Commentaries and A Fragment on Government*, Book I, (London, Eng.: E. Wilson, 1823), chap. 1, § 6; Henry Sidgwick, *Methods of Ethics*, Book III, (London, Eng.: Macmillan, 1877), chap. 6, §§ 5, 9; Jan Narveson, "Promising, Expecting and Utility," *Canadian Journal of Philosophy*, vol. 1, no. 2 (1971), pp. 207–233; P. S. Atiyah, *Promises, Morals, and Law* (Oxford, Eng.: Oxford University Press, 1983), chap. 3.

4. *What We Owe to Each Other* (Cambridge, MA: Harvard, 1998), p. 304.

5. Note that if "expectation" is understood here in terms of a *belief* concerning whether the action is more likely to be performed, it need not be true that promisees form such expectations. "Expectation" is ambiguous between a epistemic and a moral sense. See Michael Cholbi, "A Contractualist Account of Promising," *Southern Journal of Philosophy*, vol. 40, no. 4 (2002), pp. 475–491.

6. Among many utilitarian replies, see Alastair Norcross, "Act-Utilitarianism and Promissory Obligation," in *Promises and Agreements: Philosophical Essays*, ed. Hanoch Sheinman (Oxford, Eng.: Oxford University Press, 2011), pp. 217–236.

7. I note that no mention is made of obligations to make promises in authoritative sources such as Allen Habib, "Promises," in *Stanford Encyclopedia of Philosophy*, ed. Edward N. Zalta, http://plato.stanford.edu/entries/promises/, 2008; or in philosophical anthologies on promising, such as Sheinman, ed., *Promises and Agreements.*

8. See Sheinman's introduction to *Promises and Agreements*, p. 29. Nearly all of the contributors to Sheinman's volume, despite their otherwise extensive disagreements about the nature, value, or morality of promising, agree that promises are voluntary in this sense.

9. I will not enter into the debate between actual outcome utilitarians and expected outcome utilitarians, except to note that the former would find this second reply more convincing than the latter.

10. This objection need not assume that promising is a species of intending—only that intending could do all the normative work promising does. See David Owens, "Promising without Intending," *Journal of Philosophy*, vol. 105, no. 12 (2008), pp. 737–755, for a theory of promising wherein promising does not require intending.

11. See Douglas Portmore, "Position-Relative Consequentialism, Agent-Centered Options, and Supererogation," *Ethics*, vol. 113, no. 2 (2003), pp. 303–332; Jean-Paul Vessel, "Supererogation for Utilitarianism," *American Philosophical Quarterly*, vol. 47, no. 4 (2010), pp. 299–319; and Dale Dorsey, "The Supererogatory, and How to Accommodate It," *Utilitas*, vol. 25, no. 3 (2013), pp. 355–382.

12. Dorsey, "Supererogatory," p. 382.

13. Portmore, "Position-Relative Consequentialism," pp. 372–375.

14. See Norcross, "Act-Utilitarianism," p. 222.

15. "Is There a Reason to Keep a Promise?," *Columbia Public Law Research Paper* #12–320 (October 16, 2012), http://papers.ssrn.com/sol3/papers.cfm?abstract_id=2162656.

16. David Sobel, "The Impotence of the Demandingness Objection," *Philosophers' Imprint*, vol. 7, no. 8 (2007), pp. 1–17.

17. Samuel Scheffler, *Human Morality* (Oxford, Eng.: Oxford University Press, 1992), p. 98.

18. Owens, "Simple Theory."

19. Ibid., p. 70.