

Norbert Anwander, *Versprechen und Verpflichten*

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Our familiar practice of promising becomes puzzling once we try to philosophically make sense of it: What exactly happens when the promisor promises the promisee to do X ? And how are we to understand the moral duty to keep one's promises? In his well-argued and highly recommendable book, Anwander sheds light on both questions by developing his “respect account of promises” (*Achtungstheorie*), which consists of four claims:

- (1) Promises are joint commitments of promisee and promisor about what the promisor is obligated to do.
- (2) A promise creates a non-moral promissory obligation for the promisor to perform the required action.
- (3) The moral duty to keep promises is the duty to make one's non-performance of the required action dependent upon the promisee's consent.
- (4) The moral principle underlying this duty is the principle of respecting other persons' (legislative) autonomy.

The first part of the book deals with the very idea of a promise and explains its normativity. On Anwander's account, a promise is a twofold exercise of normative powers: The promisor A communicates to the promisee B the intention of empowering B to obligate her with regard to some action X , thereby conferring upon B the authority to commit her to X (“offer”); and B exercises this authority by communicating to A the intention of actually obligating A with regard to X (“uptake”). As it always takes two to make one, a promise is a *joint* binding of the promisor's will (claim 1). This interplay of offer and uptake distinguishes promises from similar acts like threats, vows, announcements or predictions.

If — as claim 1 holds — promises result from joint acts of the will, and if — as common sense holds — there is an analytic connection between “promise” and “obligation”, then obligations will depend on (albeit joint) acts of the will. But as Hume famously argued, its metaphysical pitfalls seem to make this idea untenable. Beginning with a helpful reconstruction of Hume's worry and relying on Broome's work, Anwander tackles the problem by distinguishing two varieties of obligations — moral duties versus normative

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requirements — and by arguing that Hume's objection only applies to the former, while the obligation which is conceptually tied to promises is of the latter kind: It is analytically true that if *A* promises *B* to do *X*, then *A* is normatively required to do *X*; but neither does the promise create a moral reason to do *X* nor does it depend on any such reason. So what follows from the concept of a promise is a *non-moral promissory obligation* on the part of *A*, the content of which is *A*'s performance of *X* (claim 2). But the *moral duty* to keep promises has to be strictly separated from this non-moral promissory obligation (this is Anwander's "separation thesis"); so Hume's challenge cannot find a grip and Anwander can keep up both, the common sense view and claim 1.

The separation thesis implies that whether we have a moral duty to keep promises is a substantial normative question, not a conceptual one. The second part of the book addresses this question: Anwander fairly discusses the three prevailing attempts to account for the moral duty to keep promises; he argues that neither voluntarist theories nor conventionalist (or practice) accounts nor perlocutionary theories explain why we ought to keep promises. His own answer to this question suggests that keeping one's promise is essentially a matter of respecting the (legislative) autonomy of the promisee: We generally ought to respect other persons' autonomy, i.e. their authority to decide for themselves. But, as shown in the first part, with her promise to do *X*, the promisor *A* transferred upon *B* the authority to commit her (i.e. *A*) to do *X*. In taking this offer up, *B* obtained the legislative authority to decide *for the promisor* what she (i.e. *A*) has to do. So the general duty to respect others' legislative authority requires of the promisor to respect the promisee's decision about what she, the promisee, has to do. This is precisely what the promisor fails to do when she breaks her promise: she defies the promisee's legislative authority. Hence, Anwander derives the duty to keep promises from the general principle of respecting others' autonomy (claim 4): We ought to keep promises because we ought to respect other persons and keeping a promise *is* respecting a person *qua* promisee.

What does respecting the promisee's authority amount to? For Anwander, it requires the promisor to *deliberate* in a certain way: She ought to make her action (or, rather, her non-performance) dependent upon the promisee's consent (claim 3). As the promisor can do so by asking the promisee for release from the promise, performing the promised action is not necessary to do one's duty and to keep a promise.

Anwander further substantiates his account by considering several objections. However, some questions remain unanswered. First, I wonder whether analysing promissory obligations as normative requirements is compatible with claiming that the promissory obligation is an obligation *to perform the promised act*: A normative requirement usually concerns a relation between mental states (e.g. it is normatively required that [if you believe that *p* and believe that *p* implies *q*, then you believe that *q*]). So if promissory obligations are normative requirements, the relata will be mental states. According to Anwander, the normative requirement in question is "It is normatively required that [If you promise to do *X*, then you do *X*]". It follows that both the antecedent and the consequent of this conditional have to be mental entities. But while this might hold for the antecedent, it seems untenable for the consequent: An action is not a mental entity. So if promissory obligations were normative requirements, the consequent should better be a mental state (perhaps "... then you intend to do *X*"). But changing the consequent of the normative requirement means changing the content of the promissory obligation: What is required — given that you promised to do *X* — is that you *intend* to do *X*, but not that you *perform* *X*. So claim 2 is not quite right.

With regard to claim 4, another question arises from the fact that respect for legislative authority is reciprocal: Just as the promisor ought to respect the promisee's autonomy, the promisee ought to respect the promisor's autonomy. But if (a) promise-related moral duties

result from respect for autonomy — i.e. respect for the exercise of a normative power (claim 4) — and if (b) respect for autonomy applies to all persons involved and if (c) promises are joint commitments in which *both* parties exercise normative powers (claim 1), then respect for legislative autonomy calls for a reciprocal set of duties: one that the promisor owes to the promisee (the duty to keep promises) and one that the *promisee* owes to the promisor. But there is no such duty. So the problem is to reconcile the *symmetry* of the respect principle with the *asymmetry* of the duties which result from the principle.

These minor issues notwithstanding, the book has much to recommend for: Its knowledgeable discussion of the philosophical literature is revealing and informative; Anwander presents his arguments and many noteworthy distinctions in a remarkably clear style; moreover, his own original proposal is highly inspiring and a substantial advancement of the discussion. These features make the book a prime example of high-level practical philosophy and a rewarding reading to moral philosophers and anyone interested in issues of practical rationality, normativity, and the theory of action.