



## **Hume on Promises and Their Obligation**

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## HUME ON PROMISES AND THEIR OBLIGATION

This discussion of Hume's account of promises<sup>1</sup> pursues certain issues raised by William Vitek in his paper "The Humean Promise: Whence Comes Its Obligation?"<sup>2</sup> The question I consider first is what, for Hume, it is for someone to make a promise. I then go on to consider Hume's view of promise-keeping as an artificial virtue and the distinction which Hume makes between two kinds of obligation in relation to promises: a natural and an artificial obligation. The issue with which I am principally concerned is how far Hume succeeds in explaining our recognition of the obligation to keep promises.

## I

The Humean Promise

There is implicit in Hume's "Of the Obligation of Promises"<sup>3</sup> an account of what it is for someone to make a promise, i.e., of the conditions which are at least necessary for this to occur. It is worthwhile making these conditions explicit in order to bring out points of similarity with the celebrated account of promises provided in recent philosophy by John Searle.<sup>4</sup> We find in both Hume and Searle a recognition that promising is a social institution which depends upon certain conventions, and that the conditions for promising reflect these conventions. Among the conditions which appear to be common to their different accounts are the following:

1. That a certain form of words is used (typically, of the form 'I promise ...').
2. That these words are understood by the speaker.

3. That they predicate an act of the speaker which will be performed for the interest or advantage of another.
4. That the action is not one which the speaker would undertake in the normal course of events.
5. That the speaker's utterance expresses a serious intention or resolution.
6. That in making this utterance the speaker wills the obligation to act accordingly.

Let me comment briefly on these conditions.

1. The condition that a certain form of words is used in effect acknowledges that promising involves a distinctive type of speech act: namely, one which can, in itself, bind the speaker to the performance of an action (T 522). Presumably, however, this does not necessarily require the actual use of the words 'I promise' -- the context may determine that a promise has been made, even without the use of these words.<sup>5</sup> We should note that language itself is, for Hume, the product of a convention (T 490); so also, therefore, must be the institution of promise-making and promise-keeping.
2. The condition that these words are understood by the speaker is implicit in Hume's comment that while "the expression makes on most occasions the whole of the promise," someone who makes use of the expression without understanding its meaning "wou'd not certainly be bound by it" (T 523). It is a condition which relates to what Searle describes as the normal 'input' and 'output' conditions, i.e., the conditions which govern "serious and literal linguistic communication."<sup>6</sup> It is presupposed, for example, that the speaker (and perhaps also the hearer) knows how to speak

the language, that he is not play-acting or speaking in jest, and so on.

3. The condition that these words predicate an act of the speaker for the interest or advantage of another is obviously implicit, at least, in Hume's account of promise-keeping as an artificial virtue (of which I will say more later). But it should be emphasised that a promise is not simply an undertaking to act in a certain way towards another person: it is a matter of undertaking to do something for that person.<sup>7</sup>
4. That the action is not one which the speaker would normally undertake, again, is a condition for which Hume caters: indeed, it is an essential part of his account that an action which a person promises to perform is not one which would occur in accordance with his natural passions or inclinations (T 519). There may, nevertheless, be possible exceptions to this, as where someone promises to do something which self-interest would incline him to do anyway. But in this kind of case promising has for Hume the special function of increasing the security of others and so giving them a further interest in the performance of promises (T 546).

These last two conditions make up what Searle describes as the preparatory conditions for promising; that is, even if they do not capture what is essential to the speech act, they are still necessary for its occurrence (at least, in central or standard cases).<sup>8</sup>

5. It is obviously a condition of a sincere promise that the speaker should intend to perform the action promised. But it is not clear that this sincerity condition -- as Searle describes it --

is necessary for promising, as such, to occur. As Hume recognises, when a person promises to do something he expresses the resolution or intention of so acting; but as he also seems to recognise (T 523), the speaker is bound by his word even when his promise is not made sincerely.

6. This is what Searle describes as the essential condition for promising; that is, promising is, essentially, a matter of undertaking an obligation to perform a certain action. Thus, for Searle, "if a speaker can demonstrate that he did not have this intention [i.e., that his utterance should place him under an obligation to do what he has said he will do] ... he can prove that the utterance was not a promise."<sup>9</sup> Hume's position on this point is, however, importantly different, viz. "one, who shou'd make use of any expression ... without any intention of binding himself, wou'd not certainly be bound by it" (T 523). (It must be admitted that Hume does not appear to be altogether consistent on this point, as the sentence immediately before the one quoted reveals. But he does go on to reaffirm that the promiser lies under an obligation of performance only if he has "a serious intention of binding himself," (T 524). In other words, while the sixth point provides, for Searle, a condition for promising as such, for Hume, it is a condition only for the obligation to act accordingly. The difference is crucial because it would allow Hume to reject the possibility of deriving an 'ought' from an 'is' in this case, as Searle attempts to do when he claims that the obligation to keep a promise may be entailed by the institutional facts associated with promise-making.<sup>10</sup>

There is an irony in the fact that a condition which is essential at least for the obligation to keep a promise should, on Hume's account, involve a fiction: one in which we feign the willing to an obligation, by which we bind ourselves to the performance of an action (T 523-4). It is this condition, incidentally, which explains why the utterance of 'I promise ...' is not, as Hume notes, equivalent simply to the expression of a resolution, desire or volition to perform the action in question (T 516).

We should note, finally, that Searle's account requires the further condition that the speaker intends to produce a certain illocutionary effect in the hearer: in particular, he intends the hearer to recognise that his (the speaker's) utterance of 'I promise ...' will place him under an obligation to act accordingly.<sup>11</sup> It is not, perhaps, too fanciful to suppose that this, also, is catered for by Hume, given his emphasis on the conventional nature of the institution of promising (the conventions themselves depending upon a mutual recognition by both speaker and hearer of the intentions associated with certain utterances or 'expressions').

## II

### The Obligation of Promises

I turn now to Hume's account of promise-keeping as an artificial virtue. (While Hume does not say that promise-keeping is an artificial virtue, his view is plainly that promises, and their obligation, do not arise naturally). Now it is obvious that 'artificial' is not used by Hume in this kind of context in contrast to 'real'. A possible analogy to illustrate what he has in mind is the case of cultured pearls: objects which, while produced

artificially, are just as real as those which occur in the ordinary course of nature. (This seems more apt that Ardal's analogy with artificial silk,<sup>12</sup> given that artificial silk is, strictly speaking, an imitation of the real thing). The appropriate contrast, then, is with what occurs, or is produced, naturally. Justice and promise-keeping are, like cultured pearls, the product of human invention and artifice. To complicate matters, however, there is -- as Vitek points out in his paper -- a sense in which there is something entirely natural about the way in which these inventions or artifices arise. For it belongs to our nature as human beings to exercise our imaginations in this way. Of course, there is no necessity about our discovery that it is possible to produce pearls artificially. But there is a kind of necessity -- given the way we are, and the kind of world we encounter -- about the artifices of justice and promise-keeping. Promises are a particular kind of invention: one which is founded in the necessities and interest of society (T 519). This makes it possible for Hume to refer to "that law of nature, concerning the performance of promises" (T 543).

Without going into the details of Hume's account, the institution of promising arises because we find it is in our interests to adopt a practice which guarantees that those services which we perform on behalf of others will be reciprocated. In this way we learn to give a new direction to our natural selfishness and confined generosity (T 519): one which is, ultimately, to the advantage of all concerned. The point of having a practice in which a certain form of words binds us to act in certain ways is to guarantee this "self-interested commerce" (T

521): on pain, that is, of losing our credit with others should we fail to act accordingly.

So far I have been concerned with Hume's explanation of how the institution of promising arises as one aspect of the artificial virtue of justice. But there is another issue which, for Hume, arises here: namely, how does the performance of promises come to be regarded as a virtue? This may be compared to Hume's distinction between two issues concerning justice as an artificial virtue: viz., the manner in which the rules of justice are established by artifice; and the reasons which lead us to attribute to the observance or neglect of these rules a moral value (T 484). Arising from this there is a further distinction made by Hume between two kinds of obligation, i.e., to the institution or system itself, and to the rules which it prescribes. The first is identified with the interest which, as we have seen, gives rise to our invention of promises ("interest is the first obligation to the performance of promises" (T 523)). The second reflects the moral sentiments we experience, presumably in association with our sympathetic responses to those who benefit from the performance of promises or who suffer when they are broken ("a sentiment of morals concurs with interest, and becomes a new obligation" (T 523)).

Now although Hume seems to deny that promises have any natural obligation (T 523, 525), it is, nevertheless, reasonable to suppose that he would wish to make use here of the same distinction which he applies in the case of justice, between interest, as the natural obligation, and our sentiments of right and wrong, as the moral obligation (T 498). Interest provides the motive for our invention of those artifices or conventions which give rise to the institution of justice and, as one of its rules,

promise-keeping. To the extent that interest is a natural motive, the obligation to which Hume refers in this context may be described in similar terms. But what of the moral obligation? This, as Hume notes, is related to the notion of honour (T 545). The promise-keeper is a man of his word: someone who regards himself as bound by his assurance in the absence of any greater competing obligation. The question which now arises is how we should understand Hume's references to the moral obligation associated with promises, and, as Vitek puts it in his discussion, whether this obligation is natural or artificial.

The case of promises does, indeed, seem in this respect to raise a particular problem for Hume. On the one hand, Hume is committed to the maxim that no action can be virtuous, or morally good, unless there is in human nature some motive to produce it, distinct from a regard to its morality (T 479; cf. 518). While, on the other hand, he accepts that we have no motive leading us to the performance of promises, distinct from a sense of duty or obligation (T 518, 519). This gives an appearance of contradiction which is removed when we recognise that, for Hume, while we think the obligation of promises depends upon a regard to their morality, we are in fact mistaken about the possibility of such a motive. According to Hume, we ascribe such a motive to the keeping of promises since we have no natural inclination to act in accordance with our promises. But our supposition, that a promise thus involves the voluntary taking on of an obligation, must be a product of the conventions by means of which the institution of promising has itself been established. Even though the peculiar act of mind expressed by 'I promise ...' represents a "manifest absurdity" (T

517), it becomes possible for us to suppose that in making a promise we will an obligation. Since this act of mind involves a fiction -- namely, that the morality of promise-keeping depends upon our willing the obligation -- it is something which we must feign (T 523). Indeed, we have seen that, for Hume, unless we do feign such an act of mind we cannot be considered to lie under any obligation to keep our promises. It is clear from this that -- as Vitek concludes -- the moral obligation associated with promises must be, for Hume, an artificial one to which no natural act of the mind corresponds.

My question now is whether Hume has succeeded in explaining why we should regard promise-keeping as a virtue. From this point of view his conclusion about the fiction on which the moral obligation of promises rests is a complication which I shall, for the moment, ignore. We are left with the suggestion that interest provides the initial obligation to the performance of promises (a natural obligation which carries over from our interest in the existence of the institution itself); and that this is subsequently complemented by our moral sentiments so that we are provided with a moral obligation to keep our promises. To what extent, then, can interest itself account for our recognition of the obligation of promise-keeping? There appears to be an obvious limitation on the role of interest as a motive for keeping promises, viz. that failure to act in accordance with a promise cannot always be expected to incur the kind of disadvantage associated with our natural obligation to the institution itself. (For example, I will not forfeit the trust of others if, for some reason, they fail to be aware that I have not kept my word). Perhaps, however, it will be suggested that the workings of the institution itself

somehow depends upon the performance of promises in all cases, and not only those where this is clearly to our advantage; and that we can, in this way, explain our recognition of the obligation to keep promises.<sup>13</sup> But this is unconvincing. It may be true that we can benefit from the system of promise-keeping only if we develop a tendency to keep promises and disapprove of violating them. This is not to say, however, that our participation in the system depends upon actually keeping all our promises, or recognising an obligation to do so, even in those cases where our credit is unlikely to be at stake. Perhaps there is still more to be said on behalf of the view that the natural motive of interest might serve to explain our acceptance of promise-keeping as a virtue. Thus, a further suggestion might be that interest would incline us to induce in ourselves and others a sense that promises are binding in all circumstances, and not only where this is clearly to our mutual advantage, on the ground that we are unlikely to be able to restrict our promise-breaking to those cases where this is consistent with self-interest.<sup>14</sup> Accepting that the latter claim has some force as an observation about human nature, it still seems a considerable step to the notion that the obligation to keep promises holds in all cases -- and, therefore, to the suggestion that this obligation can be sufficiently explained in terms of the natural motive of interest.

Let me now turn, briefly, to the role which might be played here by the moral sentiments. This must surely be the direction in which we should look for a Humean explanation of the moral obligation of promises. If sentiments experienced via the mechanism of sympathy give us a concern for the public interest (in addition to our own) (T 496), and this

concern is the source of our moral approbation of justice (T 499), then we may expect a similar account of our attitude towards promise-keeping. A difficulty which then arises is that the relation between the artificial virtues and the interests of others is, as Hume himself notes, less than straightforward. A single act of justice may be contrary to the public interest (T 497), and the same is presumably true of promise-keeping (as, to employ a Humean example, where I have promised to restore a fortune to a miser or a seditious bigot -- the same, or a similar, example might be used to show that the interest of the promisee himself may not be best served by the performance of the promise). Of course, we have a shared interest in the institutions of justice (including that of promise-keeping), but the problem remains as to why we should attach the notion of moral obligation to those cases in which our failure to observe the rules is unlikely to produce the harmful effects which are its usual result. It is true that the workings of sympathy -- as the source of our regard for the artificial virtues (T 577) -- are remarkably flexible, permitting even "a transition from affections, which have no existence" (T 370). So perhaps we should not be too surprised if Hume wants to allow for the possibility of responding with sympathetic feelings which are actually contrary to those which we expect others, in the particular circumstances in question, to feel (whatever violence this would do to his account of the mechanism of sympathy itself). But if this is Hume's position, it amounts to little more than a recognition of our acceptance of promise-keeping as an obligation even when the public interest may not thereby be served, without providing any explanation, in his own terms, of the basis for this attitude.

We have seen some of the difficulties which Hume encounters in trying to account for the moral obligation which attends the performance of promises, i.e., an obligation to act in accordance with one's promise, when there is no competing obligation of greater weight, even where one's own interests and those of others are unlikely thereby to be served. These difficulties are exacerbated by Hume's view that our attribution of a moral obligation to promise-keeping involves a kind of fiction concerning the associated state of mind; the result being that this obligation becomes, for Hume, an artificial one. Hume's position seems to be, in fact, that the obligation must be artificial, given that the institution of promising itself is obviously a product of human artifice and invention. It is difficult, however, to see the rationale for such an inference, since it seems obviously to be possible that once the institution has been established it may give rise to obligations just as 'naturally' as in those cases where there is an inclination or motive to perform the action in question.<sup>15</sup> The essential element in the obligatoriness of promising is, as we have seen, the intention of the promiser to bind himself to the performance of what he has promised. In Hume's terms, this is a matter of the promiser, per impossibile, willing an obligation into existence. But the crucial act of mind -- which, as Hume has rightly observed, is reducible neither to that of resolving to act in a certain way, nor desiring or willing to do so -- is readily comprehensible. Given a convention according to which the utterance of 'I promise ...' expresses a commitment or 'resolution' to act in a certain way, I can, in making that utterance, intend that I should be so committed. In so far as this is what is meant by intending to bind

oneself to the performance of what is promised, there is no mystery about such an act of mind.

Hume's puzzle is as to how the act of mind peculiar to promising can involve the voluntary undertaking of an obligation. But, again, this ceases to be puzzling when we consider the conventions associated with the utterance of 'I promise ...'. Given that these allow the speaker to intend that he should be bound or committed to the performance of a certain action, the expression of this intention in the conventional form of a promise places him under an obligation to act accordingly. But this is not a matter of the speaker willing an obligation into existence, even though it is something which he voluntarily undertakes. As for what it is to recognise that one is so obligated, this can be adequately accounted for by reference neither to the natural motive of interest nor to the moral feelings which result through the operation of sympathy. The conclusion seems inescapable that what motivates the man of honour is neither interest nor displeasure at the non-performance of his promises, but that it is, rather, a recognition of the obligation under which he has placed himself. Indeed, if the virtue of an action resides in the motive from which it is performed, then the credit which we give to such a man has to do with his recognition that he is bound to the performance of his promises independently of considerations of interest or the like. His motive is precisely that which Hume seems to dismiss as impossible: namely, a regard to virtue itself.<sup>16</sup>

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1. David Hume, A Treatise of Human Nature, ed. L.A. Selby-Bigge and P.H. Nidditch (Oxford: Clarendon Press, 1978), III, ii, 5; III, ii, 8, pp. 543-548. Further references to the Treatise will be cited as 'T' followed by the relevant page number(s).
2. Hume Studies XII (1986): 160-76. My own paper is a revised version of comments made in reply to Vitek's presentation of his paper at the Fourteenth Hume Conference, University of Edinburgh, August 1986. These comments are intended to provide a continuation of Vitek's discussion.
3. T III, ii, 5.
4. John Searle, Speech Acts: An Essay in the Philosophy of Language, (Cambridge: Cambridge University Press, 1969), Ch. 3.
5. This appears to be conceded by Hume himself, in his reference to a tacit promise as one in which the will is signified by signs other than those of speech (T 547-8). But the possibility of such promises presumably depends upon the existence of an institution which makes a certain type of utterance or 'expression' the act of promising.
6. Searle, p. 57.
7. Ibid., p. 58.
8. Ibid., p. 60.
9. Ibid., p. 60.
10. Ibid., Ch. 8.
11. Ibid., pp. 60-61.
12. Páll Árdal, Passion and Value in Hume's Treatise, (Edinburgh: Edinburgh University Press, 1966), pp. 162-163.
13. See J.L. Mackie, Hume's Moral Theory, (London, 1980), p. 101.
14. I owe this suggestion to my colleague, R.A. Duff.
15. There is one point at which Hume says that once justice has been established on the foundation

of interest, the sense of morality in the observance of its rules follows naturally (T 533). I think it is clear, however, that Hume's meaning here is this: that the obligation arises naturally only to the extent that it is related to the interest served by the rules of justice. There is no suggestion that any additional notion of obligation -- arising, for example, from the nature of the practice itself -- could be described as natural.

16. Strictly speaking Hume does not deny that someone may be motivated by a regard to the virtue of an action, or a sense of its moral obligation. But if so, it is only because the agent lacks a natural motive which would make the action virtuous (T 479). My suggestion, however, is that a regard to the virtue of the action is inseparable from the moral obligation associated with promise-keeping; and that this regard provides the motive of Hume's honourable man.