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Promises as protected reasons

Promessas como razões protegidas

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ABSTRACT

Joseph Raz has never provided a convincing argument to support the claim that promises should be interpreted as protected reasons. However, in a late work, he established the necessary foundation for this argument by asserting that the point of promising is to offer the promisee normative assurance that the promised act will be performed. In this paper, I demonstrate how an account of promises based on the value of assurance enables us to understand the distinctive role of reasons for keeping promises as obligations in practical reasoning. This distinctive role is precisely that of a first-order reason protected by an exclusionary reason. By analyzing the function of promises as providing normative assurance, we can also address and resolve well-known objections to the consistency of the very notion of a protected reason.

Keywords: Promises. Protected reasons. Assurance.

RESUMO

Joseph Raz nunca apresentou um argumento convincente para sustentar a tese de que promessas devem ser interpretadas como razões protegidas. Contudo, em um trabalho mais recente, ele estabeleceu a base necessária para esse argumento ao afirmar que a finalidade de prometer é oferecer ao promissário uma garantia normativa de que o ato prometido será praticado. Neste artigo, demonstro como uma concepção de promessas baseada no valor da garantia nos permite compreender o papel distintivo das razões para cumprir promessas como

obrigações no raciocínio prático. Esse papel distintivo é precisamente o de uma razão de primeira ordem protegida por uma razão excludente. Ao analisar a função das promessas como fornecedoras de garantia normativa, podemos também enfrentar e resolver objeções conhecidas à consistência da própria noção de razão protegida.

Palavras-chave: Promessas. Razões protegidas. Garantia.

Introduction

Common sense and philosophical consensus hold that a successful promise creates a moral obligation[1]. It is also commonly understood and intuitive that this obligation specifically requires performing the promised action, not merely providing a timely warning of non-performance or compensating for any loss[2]. Additionally, it is widely accepted that the promisee possesses a special right to the promised action and has the power to release the promisor from her obligation (Raz, 1977, p. 211; 214; 2014, p. 72; Scanlon, 1990, p. 221; Kolodny; Wallace, 2003, p. 125-26; 152; Gilbert, 2004, p. 95; Tognazzini, 2007, p. 203; Shiffrin, 2008, p. 501; 507; 517; Watson, 2009, p. 156; Hooker, 2011, p. 237-38; 244; Darwall, 2011, p. 255; Sherwin, p. 2018, 534, n. 2). This paper will take these three claims as given to argue that promises should be viewed as protected reasons.

Joseph Raz suggests varied definitions of a protected reason: in one account (Raz, 2009, p. 18), he describes it as a fact that serves both as a first-order reason for action and as an exclusionary reason for disregarding contrary reasons. In another description (Raz, 1999, p. 190), he defines it as a combination of a first-order reason for action with an exclusionary reason not to act based on certain reasons that are either contrary or favorable to that action. In this paper, I will argue that promises should be regarded as sufficient reasons by themselves for performing the action, meaning that a promise is not fulfilled if the promisor acts for another first-order reason favorable to the action.

The necessity of this article stems from Raz's failure to adequately argue that promises should be interpreted as protected reasons, a claim I will substantiate in the paper. Moreover, I will argue that an evolution in Raz's perspective on promises suggests a conception wherein they inherently require explanation as protected reasons. This shift in perspective provides content to the concept of exclusionary reasons, which is widely controversial in the literature (Clarke, 1977; Gans, 1986; Perry, 1989; Moore, 1989; Regan, 1990; Alexander, 1990; Hurd, 1999, p. 70; Mian, 2002; Piller, 2006; Martin, 2014, p. 14; Sherwin, 2018). By addressing criticisms that

[1] Raz (1977, p. 225), Searle (2001, p. 194), and Gilbert (2011, p. 82-83) argue that promissory obligations are not inherently moral. Notably, Raz later modified his position; in a subsequent review (Raz, 1982, p. 923), he aligned with the prevailing view that promises are morally binding.

[2] This claim is explicitly supported by authors such as Scanlon (1990, p. 204), Kolodny and Wallace (2003, p. 129-30), Owens (2006, p. 57), Shiffrin (2008, p. 513), Gilbert (2011, p. 81, fn. 3) and Darwall (2011, p. 265-66). Conversely, Ardal (1968, p. 237), Narveson (1971, p. 214), MacCormick (1972, p. 64), Singer (1972, p. 96), McNeilly (1972, p. 77), Regan (1986, p. 25, n. 10) and Mason (2005, p. 40-41) argue that the only moral obligation linked to promises is to prevent harm caused by the promisee's reasonable reliance on the promise. It follows from their dissenting view that the promisor's obligation is merely to warn the promisee in a timely manner before she acts on the expectation that the promised action will be carried out.

question the consistency of applying the notion of protected reasons to promises, I aim to refine and complete Raz's arguments on promises and on protected reasons.

The paper is structured as follows: The first section introduces the link between promises and exclusionary reasons. The second section reviews Raz's attempt to show that promises generally function as reasons protected by exclusionary reasons. The third section identifies key issues with Raz's early framework. The fourth section discusses Raz's final account of reasons for keeping our promises. The fifth section critiques and suggests improvements to Raz's latest explanation of promissory reasons. The concluding section defends the consistency of applying the concept of protected reasons to promises.

1 A promise not to act for a reason

The concept of protected reasons is challenging, particularly due to its inclusion of the controversial notion of exclusionary reasons. These are second-order reasons for not being motivated by certain valid first-order reasons (Raz, 1999, p. 39). Raz uses the example of a promise to show that this concept is more common than it may appear. In his example, Colin promises his wife that in all decisions affecting their son's education, he will act in their son's best interests, disregarding other reasons. If such a promise can be made and bind the promisor, then exclusionary reasons indeed exist.

We might question the validity of that promise. Consider if Colin, driven to secure better schooling for his son, kidnaps someone for ransom money. Could he legitimately claim a moral obligation, based on his promise, to overlook his victim's rights? According to Raz (1999, p. 40), the answer is no. Certain considerations affect the scope of the exclusionary force of promises. Even if Colin wanted to exclude them, considerations of justice cannot be validly excluded.

Colin's promise only excludes reasons why he is allowed not to act, even if they are the strongest reasons in the context of action. These reasons are those related to his own interests and convenience (Raz, 1999, p. 190, n. 23). Colin might have to abandon writing his book to keep a job that funds his son's better schooling, regardless of the book's importance to him or the adequacy of a less expensive school.

However, the issue of the scope of promises is more complex than these observations might suggest. Even if promises can exclude only reasons of convenience and self-interest, this does not mean they exclude all reasons of this type. For instance, consider a scenario where organ sales are both legal and moral. If Colin promised to provide a better education for his son, is he obligated to sell a kidney to fulfill this promise? To what extent does his promise commit him to self-sacrifice? We will revisit this critical issue in section 5.2.

For now, it is important to note that in Colin's case, the specific content of his promise forms the exclusionary reason. This characteristic cannot be generalized to all promises.[3] Thus, the observations made in this section do not prove that every promise is a protected reason, nor was this Raz's intention with the example.

[3] This point was highlighted by Gans (1986, p. 392-393), Moore (1989, p. 856; 874), and Owens (2008, p. 430, n. 17).

2 Promissory obligations as protected reasons: a first approach

The article Promises and Obligation aims to demonstrate that the rule of keeping promises may serve as an exclusionary reason (Raz, 1977, p. 222). Raz (1977, p. 223) does not employ the expression "protected reasons" yet but nearly approaches this concept by characterizing that rule as a reason for action "defended so to speak" by an exclusionary reason.

The rule of keeping promises alone does not constitute a reason for action; only those who have promised bear obligations to fulfill them. Thus, the complete first-order reason for action regarding promises includes both the act of promising and the rule that promises must be kept (Raz, 1977, p. 219). Raz introduces the concept of exclusionary reasons — second-order reasons for not acting on certain valid reasons, despite their significance — to elucidate the unique role of promissory obligations in practical reasoning. Without this concept, promissory obligations would merely be another set of reasons, competing in importance with reasons against the promised action within a balance of first-order reasons (Raz, 1977, p. 222).

Why should we disregard valid reasons as potential motives for our actions, despite their significance, as dictated by exclusionary reasons? Raz suggests a reasonable idea: we are permitted to overlook reasons that only affect our interests. However, this permission does not explain why we cannot simply change our minds after promising to perform a future action. More specifically, it fails to explain why we should disregard our interests when it is time to fulfill that promise. To this end, Raz contends that through the act of promising, we grant ourselves the normative power to create this self-prohibition by declaring our intention to assume such an obligation.

Raz emphasizes the essential explanatory role of normative powers because, from his perspective, independent factual circumstances only justify first-order reasons for action, without distinguishing obligations as exclusionary reasons. In the context of promises, these facts pertain to the expectations that promises create in the promisees about the performance of the future action. Raz (1977, p. 226-227) argues that such considerations merely compete with our interests in a balance of first-order reasons regarding whether to fulfill the promise. Essentially, if a promissory obligation stems from the reasonable expectations generated by a promise, it functions as an ordinary reason for action. When the time to act arrives, we must balance the harm of not performing the action against the sacrifices required to perform it.

Thus, the concept of normative power is vital in explaining how promissory obligations transcend mere reasons favoring promised actions. Raz suggests that this special reason stems from the simple will of the agent to commit to a specific action for someone. The suggestion is that agents can forge reasons that exclude their own interests when performing a particular action because maintaining special relationships with certain individuals hinges on this power. Through such relationships, agents become partial towards these individuals regarding promised actions, elevating their claims beyond ordinary competing reasons in a balance of reasons. These claims gain special force precisely because they can exclude certain first-order reasons from motivating action. The desirability of forming reasons with such exclusionary force derives from the value of sustaining such special relationships (Raz, 1977, p. 227-228).

3 Key challenges in the first approach to understanding promissory bligations as protected reasons

3.1 Bare reasons and variability in the binding force of promises

An initial challenge in Raz's first approach to promissory obligations involves the issue of bare reasons, a problem that later led him to revise his entire rationale for why we fulfill promises (Raz, 2014, p. 60; 63; 65; 76). If the complete reason for keeping promises consists of the act of promising combined with the rule that promises must be kept, then this reason uniformly applies to all promises. This uniformity raises questions about how the strength and scope of promises can vary based on their content and circumstances, a variability Raz sought to address even in his early work (Raz, 1977, p. 219-227).

3.2 Bare wrongings

The existence of bare reasons leads to bare wrongings (Owens, 2011, p. 59-75), a problem that Raz did not fully address, in my view. This issue is prevalent in any theory of normative powers. When promises create obligations solely through the agent's creative power, independent of any external facts, a promisor is constrained to fulfill her promise and endure any associated costs, even if the promise yields no benefit to anyone. An illustrative case of bare wronging is provided by Raz (1977, p. 213-214) in the scenario of the smoking son. Here, a young man promises his father that he will never smoke. The father, indifferent to his son's smoking habits, accepts the promise only as a favor to support his son's desire to strengthen his resolve. Suppose the son decides to smoke, yet the father insists on holding him to his promise despite not benefiting from it. The question arises: Is the son still obligated to keep his promise if the father refuses to release him from it, merely asserting his right to demand compliance?

The case of the smoking son closely mirrors Scanlon's (1990, p. 219) sewing-machine example. A daughter accepts the promise to receive a sewing machine from her mother to be kind, despite knowing that it will only serve as a nuisance in her home. The daughter's values are unlikely to change, as she is an adult. The mother later learns that her daughter has no actual interest in the sewing machine. Could the daughter reasonably hold her mother to the promise by asserting that she must deliver the machine simply because she promised to do so?

If the daughter in Scanlon's example and the father in Raz's example insisted on the promised acts by the mother and son respectively, we might view their insistence as merely a capricious desire to exert power. This desire for power, or more specifically, an interest in authority, is highlighted in Owens's (2006, p. 69) explanation of promises. However, Raz questions the possibility of such an interest in authority among promisees to account for promissory obligations.

First, while an interest in exerting control might exist in certain contexts, it does not extend to promises, where promisees' influence over the content and existence of promises is quite restricted; they can only reject or rescind these obligations. Second, and more critically, even if promisees held an interest in authority for its own sake, it is doubtful that any moral principle justifies protecting this interest (Raz, 2014, p. 74). Thus, Raz's theory of normative powers must regard commitments such as the son's smoking or the mother's intention to give her daughter a sewing machine as obligations without a point.

3.3 The unexplained desirability of partiality in promises

According to the explanation of promises under analysis here, fulfilling a promise can sometimes incur a cost without benefits, and even when benefits arise, problems may still exist. Why should it be desirable to treat someone's claims as exclusionary, rather than simply balancing these claims against other reasons for or against an action? As Sidgwick (1962, p. 305) notes, while promises that compel immoral actions, like committing murder, are non-binding, promises can still obligate us to refrain from actions that would otherwise be our duty. In Sidgwick's example, I might promise not to donate my income surplus to a deserving hospital because I promised the money to a friend who does not merit it. Commonly, by keeping promises, we forego opportunities to allocate time, energy, and resources to more beneficial actions that would be preferable without the promise. Thus, the special relationships engendered by promises, emphasized in Raz's argument, often hinder rather than clarify the value of the power to promise.

3.4 An invalid conclusion

The increased control over our lives that the power to promise provides might be seen as outweighing the biases created by promises. Yet, there remains a challenge. According to the theory under discussion, the reason for keeping promises is the act of promising together with the rule that promises must be kept. This leads to a need for a second stage in the justification process, where we must validate the rule itself. Raz attributes significant importance to the value of the power to promise in this context. However, this value cannot substantiate a rule of fidelity to promises since the power to promise is not necessarily lost when some promises are broken. As Raz (2014, p. 66-67; 76) notes later, individuals who have previously broken promises still make a fault if they break a promise today, indicating that the power to make promises remains intact. Consequently, the value of this power does not justify the obligation to keep all promises. The value of the power to promise is distinct from the value or point of the promises themselves.

4 The new Razian account of promissory reasons

In Is There a Reason to Keep a Promise?, Raz (2014, p. 66; 76) argues that promissory obligations arise from utilizing the normative power to promise. However, Raz now distinguishes the justification for the rule that promises must be kept: it lies in the normative assurance provided by the promise that the act will indeed be performed, which is distinct from the value of the power to promise itself. The value of this assurance varies with each promise, leading to varying strengths of reasons for keeping different promises.

The strength of a reason, according to Raz (2014, p. 66; 70), refers to its importance relative to conflicting reasons. He further emphasizes that reasons for keeping promises, like all reasons, must possess a dimension of strength (Raz, 2014, p. 68). Raz argues that the very concept of a reason implies it supports an action or omission, suggesting that an action is appropriate in the absence of opposing reasons. However, it would be unintelligible to consider any factor in favor of an action or omission as conclusive if it could be defeated by any trivial opposing reason. If a reason could have no strength, then, Raz (2014, p. 69) concludes, this unintelligible conclusion would necessarily follow.

Raz's focus on normative assurance as the point of promises, which defines the strength of promissory reasons, arises from the notion that the promisee has both the right to have the promise fulfilled and the power to waive that right. According to Raz (2014, p. 71-72), this fundamental aspect of promises implies that the promisor loses control over determining whether fulfilling the promise remains in the promisee's interest. The promisee alone has the prerogative to assess whether the action promised serves her best interest and to decide whether to release the promisor from the obligation. Thus, promises offer promisees normative assurance that the promised action will be performed.

What value does this assurance hold? Why should a moral principle safeguard it? Raz (2014, p. 73) argues that a promise functions like a gift to the promisee, enabling the development of an interest that might otherwise be unwise without the promise's normative assurance. The promise provides the promisee with the confidence to rely on the promised action, as the promisor is not at liberty to decide that the promise is no longer beneficial and thus unbinding (Raz, 2014, p. 75). The interest in relying on such assurances justifies the partiality introduced by promises.

After outlining Raz's argument, one naturally wonders how it differs from Scanlon's (1990) well-known theory of promises, which Raz does not address but also emphasizes the value of assurance[4]. Apparently, the key difference is that Scanlon's concept of assurance is factual, not normative. Scanlon (1990, p. 206; 222) argues that there is inherent value in certainty — knowing with confidence that another will act as expected, which transcends merely feeling relieved from worry. We do not just want to *believe* that something will happen. It matters to us that certain things *actually happen* (Scanlon, 1990, p. 208). Furthermore, this assurance is crucial not only for coordinating actions but holds value even when it does not influence our decisions or actions (Scanlon, 1990, p. 207). Thus, the value of factual assurance explains the point of obligations in actual performance, extending beyond mere timely notifications of changes or compensation for unmet expectations when decisions depend on them.

However, Scanlon's concept of assurance also includes a normative dimension, complicating the distinction between his and Raz's explanations of promises. To tell the whole story, Scanlon (1990, p. 222, my emphasis) describes receiving assurance as "being able to be reasonably certain that a thing will happen *unless one consents to its not happening*". This definition suggests that assurance not only involves the factual guarantee of an action's performance but also entails an obligation undertaken by the agent. This raises the question: might Scanlon's assurance effectively be equivalent to Raz's normative assurance?

Another interpretation could be to consider Raz's normative assurance in the way Luca Passi elaborates it in his article, Promising by Normative Assurance (2023). Passi (2023, p. 1019) defines normative assurance as occurring "if and only if A intentionally and voluntarily leads B to believe that, *if B accepts*, then, if A fails to do X, A will be wronging B (unless B consents to A not doing X)". This definition suggests that the point of promises is not the normative assurance itself, since it only ensures that breaching the promise constitutes a wrong against the promisee. This merely reports what happens in a promise. It does not tell us what value is protected by promises. For this reason, Passi (2023, p. 1004; 1011; 1013-1015) argues that the value protected by promises is not the normative assurance itself but rather the unconditional opportunity for the promisee to invest interest in the promised action, which the promisor grants through normative assurance. As Passi (2023, p. 1013, n. 17) acknowledges, this interpretation aligns

[4] Molina (2019, p. 89) also observes that the distinctions between Raz's new explanation of promises and Scanlon's theory are not clearly defined.

with Raz's concept of the promise as a gift. Thus, should we then interpret Raz's notion of normative assurance through the lens of Passi's definition, rather than Scanlon's?

It is possible to reconcile theories that focus on the unconditional opportunity to develop an interest in the promised action with those emphasizing the value of factual assurance, as discussed by Scanlon. As demonstrated in the example from section 3.2 concerning the sewing machine, not every opportunity to develop an interest is inherently valuable; some opportunities can be burdensome. However, in cases where it is reasonable to assume that the opportunity has value to the promisee, factual assurance supports this value by confirming the likelihood of the promised action's performance. After all, such opportunities truly exist only when the normative assurance, as defined by Passi and inherent in promises, provides factual evidence that the action will be carried out. Conversely, if the promisee suspects she will be wronged by a breach of the promise, it would be unwise for her to develop an interest in the promised action.

Passi (2023, p. 1011; 1013-1015) recognizes that a promisee who does not trust the promisor will only have the opportunity to rely on the promise if she changes her mind about the character or resolution of the promisor. In this case, it precisely means that the promisee will be able to be reasonably certain that a thing will happen *unless she consents to its not happening*. Thus, aligning with Scanlon, factual assurance is crucial, both when the promised action already aligns with the promisee's interests and when the opportunity to develop an interest in such an action is deemed valuable. Since Raz's concept of normative assurance was not clearly defined, I suggest that the most charitable reading of his view regarding the point of promises is to affirm that promises normatively protect the value of factual assurance. In other words, the normal function of a promise is to provide factual assurance through an obligation.

5 Evaluating the new razian approach to promissory obligations

5.1 The redundancy of the notion of normative powers

Raz's new account of promissory reasons illustrates a virtue or a problem, depending on the perceived viability of normative powers theories. For Raz, it poses a problem since the concept of a normative power no longer underpins the binding force of promises. Instead, the obligation to honor promises is solely accounted for by the notion of normative assurance. Specifically, Raz's argument disregards what Chang (2020, p. 278; 292) describes as normative powers in a robust sense, which she defines as the ability to reflexively will a consideration to be a reason, with the will itself making the consideration into that reason. Raz's revised argument suggests that an intentional action reflexively triggers an independent reason to act, not derived from the agent's will. An agent may choose to make a promise, yet it is not the mere intent to be obligated or the communication of this intent that creates the obligation, but rather the value of the normative assurance that the action will be completed for the promisee. Similarly, an individual could intentionally offend another with the aim of acquiring an obligation to apologize; however, it is not the intent to be obligated that establishes this obligation robustly.

5.2 The strength and scope of promissory reasons

Raz's later argument presents a tension. On one hand, he attributes varying strengths to different promises and treats promissory reasons like any other reasons. Notably, in Is There a

Reason to Keep a Promise?, Raz (2014, p. 59) does not emphasize the special role of obligations in practical reasoning, merely assuming that obligations are reasons. On the other hand, the argument hinges on the concept of normative assurance, requiring that promissory reasons are shielded by exclusionary reasons and should not compete in strength with every other reason. After all, if a promisor could deem any type of personal benefit as outweighing the value of assurance to the promisee at the time of action, this would undermine the assurance entirely. However, Raz only acknowledges that the promisor cannot decide that the promised action is against the promisee's interest, leaving the promisor free to prioritize personal interests if deemed significantly beneficial. This result allows for a wide range of judgment that potentially weakens the binding force of promises.

In a footnote, Raz (2014, p. 64, n. 11) mentions that promissory reasons, being exclusionary, can still be defeated by considerations of the promisor's interests or welfare. While this is accurate, Raz overlooks a critical distinction: the strength, weight, or importance of first-order reasons versus the scope of exclusionary reasons. The scope of an exclusionary reason encompasses the set of reasons it excludes. Typically, the scope of exclusion for a promise does not cover all reasons associated with the promisor's convenience, interests, and well-being. Even so, the determination of the scope of a promissory reason's exclusion — however it may be carried out[5] — must not be reduced to a mere balance of reasons in order to preserve normative assurance. As Scanlon (1998, p. 200, my emphasis) points out:

> The costs at stake for promiser and promisee are of course among the relevant factors in deciding whether a given promise must be kept, but *these must be considered within a more complex structure which the metaphor of balancing conceals*. … *[C]ertain reasons for going back on a promise could not be allowed without rendering promises pointless*…[6]

This being so, I suggest that promissory reasons hold weight only outside their exclusionary scope, where they are unprotected. If a promissory reason encounters a conflicting reason within its exclusionary scope, it prevails not by being stronger, but through exclusion. Such conflicts are resolved because the point of promises prohibits using this type of conflicting reason as a justification for action in that context. Conversely, when a conflicting reason falls outside the exclusionary scope, the value of the promised action to the promisee must be balanced against the reason for not acting. This evaluation should also consider whether the promisee has relied on the promise or can still be informed of the change in plans, and if reliance has occurred, whether compensation is feasible. The point is that outside the promise's exclusionary scope, the promisee lacks an entitlement to the action. This shifts the focus to minimizing damage and balancing potential losses between the promisor and third parties.

[5] The role of social practices in shaping the scope of promises is debated among philosophers. Rawls (1955, p. 17), Raz (1982, p. 929-932), and Owens (2008, p. 428) argue that social practices significantly influence which reasons may excuse breaking a promise or provide exceptions to the general rule of promise-keeping. In contrast, Scanlon (1990, p. 214-216) acknowledges that while social practices could theoretically contribute to this framework, our current practice of promising does not support such a role. Moreover, Scanlon (2002, p. 524; 1998, p. 310) remains skeptical about the legitimacy of morally arbitrary social facts influencing moral arguments.

[6] Scanlon's (2014, p. 115) concept of practical reasoning involves multiple layers, showing a complexity that surpasses the simple balancing of opposing reasons. Specifically, Scanlon (1998, p. 84; 156-157) suggests that moral reasons have an exclusionary role, akin to how Raz describes exclusionary reasons impacting decision-making.

5.3 Resolving the issue of bare wrongings

The value of assurance elucidates the unique role of promissory obligations as protected reasons in practical reasoning without committing us to the concept of bare wrongings. Such a thing does not exist, as we have eliminated the need to rely on the notion of normative powers to explain the binding force of promises[7]. A promise binds us because there is value in normatively ensuring that the promised action is carried out. Unfortunately, this is another point where Raz's new argument falls short.

Even after adopting a position according to which the reason for keeping our promises derives from the point of promises, Raz (2014, p. 73) remains committed to the idea that promises bind until they are rescinded by promisees, regardless of whether they continue to serve them. In other words, it appears that Raz still believes the smoking son should keep his promise to his father simply because the latter refuses to rescind it, even though he admits seeing no benefit in his son not smoking; in fact, he acknowledges the opposite. If this is indeed the case, Raz might be conflating two different implications of the thesis that the point of promises is to provide normative assurance about the practice of the action at issue to the promisees. The value of assurance would not be protected if promisors were left to decide whether fulfilling a promise remains in the promisee's interest. However, when the promisee herself indicates that she does not value the opportunity provided by the promise, and there is no chance of her values changing — as in the cases of the sewing machine and the smoking son — it becomes hard to see the reasonableness of her continuing to demand fulfillment of the promise.

It must be emphasized that we are not discussing situations where the promisee is unconsulted, or disagrees with the promisor about the value or her interest in the promised action. We are considering scenarios where, without extreme paternalism, it is unjustifiable to use the potential for developing interest in the action to support the promisee's insistence on fulfillment of the promise. Consider someone saying, "I don't want this sewing machine; it will just be a burden. I'll struggle to dispose of it, but you still have an obligation to give it to me". Or, "I'd prefer if you smoked; there's no benefit to anyone in your quitting, yet you are obligated to stop". Once we recognize that the principle of fidelity to promises is underpinned by the value of normative assurance they provide, it seems reasonable to conclude that this principle does not bind us in these situations. After all, as Scanlon (1998, p. 199-200; 211; 2014, p. 118-119) argues, we apply moral principles based on an understanding of why they generally obligate.

6 The possibility of protected reasons

Promises are prime candidates for protected reasons. If the purpose of promises is to assure normatively that an action will be performed, then understanding promises requires the concept of protected reasons. Without this, the assurance is compromised because the promisor remains free to act on any valid reason that contradicts the promise, provided that she considers it stronger than the value of the assurance for the promisee. Furthermore, there

[7] sRiedener and Schwind argue that theories of normative powers are consistent with a conception of the point of promises that excludes the possibility of bare wrongings. However, it should be noted that these authors do not demonstrate the truth of this thesis concerning theories of normative power as they are actually presented by their proponents. In reaching such a conclusion, they acknowledge that it weakens these theories: "Owens believes we have the power to create obligations ex nihilo. On our account, we can't be quite so powerful" (Riedener; Schwind, 2022, p. 642). Based on Chang (2020), we can assert that this weakening mischaracterizes a theory of normative powers as such, invalidating Riedener and Schwind's argument.

would not be adequate normative assurance of the action being performed if merely making a promise were not a sufficient reason to act; specifically, if the promise required reinforcement by other favorable reasons. Indeed, if there are already enough reasons for the promisor to perform the action, a promise may not even be appropriate. This is also emphasized by Scanlon (1998, p. 323): "Typically, a promise is asked for or offered when there is doubt as to whether the promiser will have sufficient motive to do the thing promised. The point of the promise is to provide such a motive".

Kolodny and Wallace (2003, p. 121; 124, n. 8; 132) clarify that the principle of promises constitutionally assures promisees that the action will be performed through an act known to morally bind the promisor. Therefore, if an agent exhibits a non-moral motive rather than a sense of moral obligation to adhere to the principle of fidelity to promises, she fails to grasp the principle's purpose and function. The authors further explain the "distinctive utility of promising [as allowing] the promiser to assure the promisee that she will do X without appealing to any independent reason to do X" (Kolodny; Wallace, 2003, p. 131).

However, some authors argue that the concept of a protected reason is inconsistent. They claim this either because being motivated by such a reason, as opposed to merely acting in accordance with it, should not affect a normative principle like the principle of fidelity to promises, or because generally, we cannot act for second-order reasons such as exclusionary reasons. I will argue that both criticisms are mistaken, starting with the first.

6.1 The insufficiency of mere conformity for satisfying the principle of fidelity to promises

Christopher Essert (2012) presents a dilemma concerning protected reasons. The core question is about the scope of their exclusion. He focuses on reasons that justify norms, termed "dependent reasons". Are only the dependent reasons against the prescribed action excluded, or also those in favor? If the favorable dependent reasons are excluded, acting upon them becomes impossible, leading to a problem Essert identifies with the phenomenology of norms — he argues that norms require mere conformity, irrespective of the underlying motive. Conversely, if favorable dependent reasons are not excluded, this leads to the issue of double counting. Here, both the justifying reasons and the norm are counted as first-order reasons, potentially skewing what we ought to do if the norm conflicts with any unexcluded contrary reasons. Essert resolves this dilemma by arguing that norms are not first-order reasons; they solely possess an exclusionary role, thus avoiding double counting and allowing action on the favorable dependent reasons.

As mentioned, Essert (2012, p. 62-63) argues that we should conform to a norm for any reasons that have been or should have been considered at its creation, since norms merely require conformity. We already know that this does not extend to the principle of fidelity to promises, where the point is to generate a specific reason for an action when one is absent or insufficient. However, Essert (2012, p. 59) leaves it open whether his argument against protected reasons applies solely to directives from authorities. Given the suspected relevance of this argument to promises, addressing this uncertainty becomes crucial. When applying his argument to promises, Essert (2012, p. 63, n. 48) suggests that it would be acceptable, even preferable, to meet someone for lunch out of a desire to see her, even if there was a promise involved — indeed, I may even have promised for that very reason.

We must grant Essert's point that, in his example, it would have been better not to act on the promise. But this is because making the promise was unnecessary. Indeed, this scenario

exemplifies situations where a promise should not have been made. If there is a desire to see someone, presumably indicating an intimate relationship or the intention to form one, the interaction should not need the formality of a promise. Therefore, if a person makes a promise in such circumstances, it suggests she does not fully grasp the point of promises.

Certainly, it would be wrong to arrange a meeting, whether with a friend or not, and then fail to show up simply because of a last-minute change of heart. Fortunately, the principle of fidelity to promises is not necessary to explain the wronging here. When we set an appointment, we generate an expectation in the other person. If she acts on this expectation, we might be obligated to fulfill our part to prevent her from suffering any harm. At the minimum, we owe her an apology and possibly compensation if she incurs a loss — for example, if she waited for us at an unliked restaurant for an hour. If she has not acted on the expectation, we must inform her promptly of our change of heart. This situation is common among friends; while the intent of the meeting is enjoyment, plans can change. Although timely communication is essential, we do not have an obligation to attend an event simply because we arranged it. Had we promised, we would have this obligation. However, promising to meet friends, as opposed to merely arranging it, underscores a misunderstanding of either the nature of promises or the essence of leisure with friends.

I conclude that Essert has not provided adequate evidence that mere conformity is sufficient to fulfill the principle of fidelity to promises, thereby challenging a core claim of this paper that the promise itself should be a first-order reason for action. On the contrary, the unsuitability of a promise in his example only underscores the point I emphasize about the unique value of promises in cases where the potential promisee cannot see a clear reason for the potential promisor to carry out an action that she wishes to ensure is performed. Thus, the very purpose of promises would be undermined if it were typically natural and even preferable for the promisor to execute the promised action for reasons other than the promise as a first-order reason.

6.2 Can second-order reasons be motivating reasons?

The previous issue concerns the possibility of a normative principle that requires performing an action for its sake, rather than merely in accordance with it. This second issue concerns the feasibility of being motivated by a second-order reason not to act on certain legitimate first-order reasons. Whiting (2017) argues that second-order reasons do not exist, as one cannot act for a reason for a reason. His discussion primarily focuses on positive second-order reasons, but he also applies his theory to negative reasons, or exclusionary reasons. For our purposes, it is crucial to consider Whiting's (2017, p. 406-407) argument, which centers on analyzing an example that modifies the case of Colin, previously discussed in the first section of this paper.

In Whiting's example, Kelly faces a decision between sending her daughter to school A or B. Factors relating to her own career favor school B, but more significant educational considerations support choosing school A. Kelly has promised Dave that she would base her decision solely on the educational quality of the schools. Consequently, because of her promise to Dave, she chooses school A for its educational merits. Without this promise, she would have opted for school B. Therefore, Kelly's decision to respond to educational considerations is motivated by her promise to Dave.

However, Whiting (2017, p. 407) contends that Kelly does not merit praise for making the right decision. For Whiting (2017, p. 406-407), this claim supports the conclusion that Kelly

could not have acted for a reason — her daughter's educational welfare — for a reason — her promise to Dave. After all, if Kelly had acted for the compelling reason of her daughter's educational benefit, she would deserve credit for her decision. The absence of such credit suggests that her decision was driven only by the promise, supporting Whiting's stance against the existence of second-order reasons.

Whiting (2017, p. 407) argues that our negative evaluation of Kelly's decision is not because it reveals a character flaw concerning her disregard for her daughter's education. He maintains that even if the example were adjusted to excuse Kelly's apparent lack of concern for her daughter's educational interests, she would still not deserve credit for making the right decision. Thus, the reason she does not merit praise is not her apparent indifference, but rather that her decision was motivated solely by her commitment to the promise made to Dave, not by the educational benefits for her daughter.

Raz (2021, p. 8) addressed Whiting's objection to the concept of exclusionary reasons in a manuscript published online a few months before his passing. Raz argued that the notion of a reinforcing reason — a reason that reinforces another independent reason — is unproblematic. For instance, Kelly's reason for sending her daughter to school A was simply reinforced by her promise. However, I find this response unsatisfactory.

Whiting correctly assumes that Kelly does not deserve credit for doing the right thing and infers that she did not act for the benefit of her daughter's education. This conclusion aligns with our knowledge of promises. Typically, promises do not merely reinforce existing motivations; instead, they generate a sufficient reason for action when such a reason is desired by the promisee but previously absent. In Kelly's case, Dave doubted that Kelly would be motivated by the educational benefits to her daughter.

Furthermore, it is more intuitive to view Kelly's promise as a commitment to choose a school that meets an underlying reason, rather than as a promise to choose it for that reason. In Kelly's reasoning, the promise appears to have functioned as a first-order reason, replacing other favorable reasons for the action. However, this does not imply that the promise did not also serve as a second-order reason. It merely indicates that the promise acted as a negative, rather than positive, one.

Whiting (2017, p. 407) notes that without the promise, Kelly would have chosen School B, acting in her career interest. This raises the question: what is problematic about asserting that Kelly's promise excluded her self-interest as a first-order reason? Whiting (2017, p. 405; 410-411) claims that while the promise explains why Kelly did not decide based on her professional interests, it was not her motive. Essentially, the promise served as an explanatory (a reason why) but not as a motivational reason (a reason for which she decided).

This appears to be a completely *ad hoc* response. Why could Kelly explain *ex post* that she did not act for one particular reason for a reason, yet not conclude *ex ante* that she should not act for that reason for a reason? It is entirely plausible to imagine that in her deliberation, Kelly does not choose School B because she realizes she could only do so based on her professional interests, which she must exclude due to her promise. Therefore, Whiting's example does not convincingly demonstrate that second-order reasons cannot motivate us.

Conclusion

I argued that the value of assurance, understood as the value for the promisee of the actual performance of a given action, necessitates treating promises as protected reasons. If the promisor were morally permitted to freely weigh the reasons for and against the promised

action or to determine its importance to the promisee independently of her judgment, the value of assurance would not be adequately respected. Moreover, if the promisor needed a first-order reason, other than the promise and the principle of fidelity to promises, to perform the promised action, she would not be able to guarantee to the promisee that the promised action would be carried out in contexts where the promise is truly necessary.

My argument did not rely on any specific principle of fidelity to promises that is centered on the value of assurance, such as Scanlon's (1990, p. 208) principle F. Pratt's (2003, p. 97) proposal, for example, would serve equally well for the purposes of this article. For this reason, I did not discuss criticisms of Scanlon's principle. My goal was not to defend the best formulation of a principle of fidelity to promises based on the value of assurance, nor to argue that all successful explanations of promissory obligations must incorporate the value of assurance. I only claim to have demonstrated that there exists at least one plausible explanation of the underlying value of promises, towards which Raz leaned in his later work, that provides content to the concept of protected reasons, though Raz himself did not pursue this point. I do not discount the possibility of other explanations of promissory obligations that might also mandate treating promises as protected reasons. If that is the case, so much the better. These alternative explanations will benefit from my demonstration that there is no inconsistency in treating promises as protected reasons.

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