

## Natural Promises

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The possibility of promising requires a determined obligation that distinguishes breaking a promise from merely failing to keep it, thus enabling both parties to know what the promise entails. In addition, a recognizable commitment must bind the promiser and justify the promisee's reliance. It is widely accepted that fulfilling these functions requires a rule of promises—either a convention or a moral principle. The paper criticizes this common view and presents an alternative.

I introduce the concept 'quamise.' Quamises are particular expressions of intentions to act, made within personal relationships which involve normative requirements. Given these requirements, quamising determines an obligation and justifies reliance *sans* rule. I argue that promises within relationships are in fact quamises.

Consequently, a unified account of promises is available only if quamises can be made to strangers, without implicitly appealing to a rule. I show that an attempt to quamise can, under appropriate conditions, create the relationship needed for quamising. The conditions that enable quamising to strangers include the social emotion of shame, which provides the accountability to strangers required for reliance, as well as various salient precedents and practices the parties can designate in order to determine an obligation. Thus, a rule of promises is unnecessary. According to this view, the moral nature of promises resembles that of personal commitments: fidelity to promises is a virtue in the sense that friendship is.

My aim is to provide an account of promises that does not essentially depend on social norms or moral principles. The account turns to particular expressions of an intention to act introduced in section II, labeled 'quamises.' Quamises arise within the context of personal relationships, such as friendship, that present normative requirements. In section III it will be claimed that quamises are binding. In section IV it will be shown that some promises are quamises. Finally, it will be claimed that quamises can be extended to yield a full-blown practice of promises that includes promises to strangers. Friendship will serve as a paradigm of a personal relationship, but the proposed view applies to other relationships such as parent–child, teacher–student, and even the relation between elected officials and the public.

## I. Introductory Remarks

Since Hume, promises are thought of as similar, if not identical, to informal contracts: undertakings to perform actions for the interest of strangers intended to provide assurance that enables cooperation.<sup>1</sup> In line with this paradigm, the virtue of fidelity to promises is one of the trump cards that adherents of a rule-centered conception of morality hold up their sleeves. It seems almost indisputable that the obligation to keep promises is defined by a rule of promises, and that fidelity to promises consists of acting as the rule prescribes. This view epitomizes a rule-centered morality: the virtues that lie at the heart of our moral lives are defined by rules, and morality consists of a system of rules—awaiting either discovery or construction by moral philosophers.<sup>2</sup>

The rule-centered view of promises is sustained by Anscombe's claim that the possibility of promising depends on a pre-existing commitment that enables strangers to credibly undertake an obligation to act.<sup>3</sup> Anscombe argued that one ought to keep promises because promising creates a warranted expectation of performance. However, the only reason a prospective promisee has for relying on the promiser is an obligation to keep promises. In a nutshell, the promiser should keep her promise because promising creates reliance, and reliance is warranted because promises should be kept. This interdependence of obligation and expectation means that it is impossible to account for one in terms of the other without circularity.

It is widely accepted that this vicious circle can be avoided only if a rule binds the promiser and serves as a reason for the promisee. This view is shared by otherwise conflicting accounts of promises. According to institutional accounts such as those presented by Hume<sup>4</sup> or Rawls,<sup>5</sup> promising depends on a convention of promises—an artifice that a community of moral agents can have or not have. The reliance of the promisee is warranted because the promiser is bound by a prevailing social norm prescribing that promises must be kept.<sup>6</sup>

Recently, Scanlon proposed an individualistic alternative.<sup>7</sup> He argues that a principle not to mislead others can give the promisee a reason to rely on the promiser's expressed intention to act, unless released by the promisee. Once this expectation is

1 D. Hume, *A Treatise of Human Nature*, ed. E.C. Mossner, London, Penguin Books 1969, Ch. 3 p. II.

2 J.B. Schneewind, *The Misfortunes of Virtue*, 'Ethics' 1990, Vol. 42.

3 G.E.M. Anscombe, *Rules, Rights and Promises*, [in:] *Ethics, Religion, and Politics: Collected Philosophical Papers*, Minneapolis, University of Minnesota Press 1981, p. 97.

4 D. Hume, *A Treatise of Human Nature*, op. cit. ch. 3, p. II.

5 J. Rawls, *A Theory of Justice (Revised Edition)*, Oxford, Oxford University Press 1999, s. 52.

6 In criticism of Rawls' view that applies to institutional accounts in general, I have argued that such accounts imply that threats are as morally binding as promises. See: Y. Eylon, *Just Threats*, 'Journal of Moral Philosophy' 2009, Vol. 6, Issue 1, p. 94.

7 T.M. Scanlon, *What We Owe to Each Other*, Cambridge Mass., Harvard University Press 1998, ch. 7.

created, a principle entails that the promiser is obliged to perform, and the promisee relies on the promiser's commitment to act as moral principles prescribe.<sup>8</sup> A moral principle is a general principle which cannot be reasonably rejected by people in some favored circumstances and which explicates why certain acts are wrong and others are not.<sup>9</sup>

It will be shown below that in many cases the obligation of promises is determined by the personal relationship between the promiser and promisee. A rule-centered view cannot account for this phenomenon because any role that rules play in determining such obligations depends on a prior understanding of personal relationships. Since rules of promises cannot be prior to, or independent from, the particular requirements of various relationships, they cannot *define* the obligation. Therefore, they cannot play the primary explanatory role required by rule-centered views. This does not imply that conventions and principles do not play a role at all, only that what role they do play falls short of the role required by rule-centered views.<sup>10</sup>

According to the alternative proposed below, personal commitments fulfill the role awarded to a social norm in institutional accounts and to a moral principle in Scanlon's account.<sup>11</sup> Fidelity to promises, like natural virtues, "has a life of its own" that depends on the rich tapestry of activities, goals, relationships, practices, and allegiances that constitute our lives.<sup>12</sup> Promises are revealed to differ in kind from contracts. Even if some promises are best understood as informal contracts, such an account can only complete, rather than replace, the proposed account.

## II. Quamises.

Consider the following scenario: Sol and Kelly are good friends. Both are invited to a party. Kelly intends to go because she believes she will enjoy herself. She knows that Sol abhors parties, and she learns that he feels that he must go unless Kelly goes and keeps their mutual friend company. Since Sol would benefit from the knowledge that she will go, Kelly informs him of her decision to go and enjoy herself.

8 The claim that the principle defines the obligation seemingly ignores Scanlon's claim, amongst others, that judgments are required for applying principles. *Ibidem*, pp. 197–202. See section IV below.

9 *Ibidem*, pp. 4–5; B. Williams, *Ethics and the Limits of Philosophy*, London, Fontana Press 1985, p. 75.

10 This means the proposed view is not necessarily individualistic. What is claimed is that neither an artifice nor a general moral principle account for promises.

11 According to Joseph Raz, the creation of a personal relationship accounts for the moral nature of the obligation. However, Raz portrays the relation between promising and the relationship as an external relation that depends on a social convention. See: J. Raz, *Promises and Obligations*, [in:] *Law, Morality, and Society*, ed. P.M.S. Hacker, J. Raz, Oxford, Oxford University Press 1977.

12 J.B. Schneewind, *op. cit.*, p. 44.

By expressing her intention to go, Kelly leads Sol to expect that she will go and incurs certain obligations. First, she must alert Sol if she cannot go. Furthermore, if Kelly reconsiders going to the party, she must take Sol's reliance and possible disappointment into account. It might even be claimed that if Kelly cannot alert Sol in time, she is obliged to go. However, if she alerts Sol in time, she is not obliged to go.

Contrast this with a scenario in which Kelly is uncertain whether to go or not. When she realizes that Sol will (reluctantly) go if she does not, she decides to go *so that he will not have to*. She tells him: "You do not have to go. Since you hate parties, I will go." Unlike the first case, in this case it seems that Kelly is obliged to go to the party just as if she explicitly promised to go. Only in circumstances that would justify not keeping a promise may Kelly legitimately decide not to go. In fact, the most natural description of her speech act is that she promised informally—she promised Sol that she would go, without uttering "I promise."

We can label declarations of intentions such as Kelly's 'quamises.'

An agent S *quamises* to perform an action P to another agent S'

iff

- (1.i) s/he has a relationship that has normative implications (such as friendship) with S';
- (1.ii) s/he expresses to S' his intention to perform P *for* S'; and
- (1.iii) S', in reliance thereon, is *entitled* to form certain expectations that s/he would not be entitled to form otherwise.<sup>13</sup>

In the remainder of this paper, I will defend three theses: (1) quamises create an obligation to perform that requires neither an institution nor a moral principle of promises. (2) Some promises are quamises. (3) Quamises can be naturally extended to give rise to a full-blown practice of promises.

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<sup>13</sup> As will emerge below, the expectations S' is entitled to form vary according to the nature of particular (token) relationships. Sometimes, the relationship *entitles* S' to form certain expectations even if S' knows S is untrustworthy and does not actually expect performance. In other cases, the unreliability of S means he cannot quamise, and any attempt to do so will fail.

### III. Fidelity to Quamises.

In the two scenarios presented above, Kelly acquires different obligations. The moral difference between the scenarios does not depend on any difference in the probability that she will go. Even if the probability is identical in both cases, and Sol knows this, the obligations differ. If Kelly does not go because she prefers to catch a movie, then only in the second scenario does she break a promise, and Sol is entitled to feel personally let down. What accounts for this moral difference? The most natural explanation is that in the second scenario Kelly undertakes a personal commitment by quamising Sol—telling him that she will go *for* him. This personal commitment obliges her to perform. However, the party example was presented as a case of an informal promise: although she did not utter “I promise,” it can be inferred from the context that Kelly made a promise. It must still be shown that quamises do not depend on promises.

Consider, *per impossibile*, a hypothetical community of agents without an institution of promises, contracts, or oaths, and whose members enjoy relationships such as friendship, and recognize personal commitments.<sup>14</sup> Members of our imaginary community might find themselves in situations similar to Kelly’s. Sol’s counterpart (Sol’) might receive an invitation to a party. In the context of his friendship with Kelly’s counterpart (Kelly’), his reluctance constitutes a *prima-facie* reason for Kelly’ to go. In some such cases, Kelly’ will decide to go to the party for the sake of Sol’, and inform him of her decision. Thus, Kelly’ quamises Sol’ that she will go to the party.

Are quamises binding in this imaginary community? If Kelly is bound only because she made an informal promise, then the answer must be “no.” Nevertheless, it seems clear that Kelly’ is as bound as Kelly is, and that not going amounts to a failure to meet the demands of her friendship with Sol’. How can this be? The answer turns to the normative implications of their respective relationships, and to the significance of expressing the intention to go *for* Sol’. Both Kelly and Kelly’ decided to go for their friend. By doing this, they created a presumption that they will go. This means that Kelly and Kelly’ will *not* go iff some reason defeats the presumption that they will go for their friend. In the absence of some such reason, they will go. This is what making a decision means: an overriding reason is required for not going. Going has become the default.<sup>15</sup>

In addition to making a decision to go for Sol or Sol’, both informed their respective friends of their decision. This point is crucial, because within the context

14 Both institutional and individualistic accounts must recognize this possibility. It will be argued below that the obligation of quamises does not depend on an implicit moral principle.

15 Raz treats promises as second-order reasons. “An overriding reason” designates a reason that defeats a second-order reason. J. Raz, *Practical Reasons and Norms*, London, Hutchinson 1975, pp. 69–70.

of friendship, Kelly and Kelly' placed themselves in a position in which they may be called upon to explain any change of heart. If Kelly' changes her mind, then—as her friend—Sol' is in a position to demand an explanation that would justify *not* going-for-him. By quamising Sol' that she will go, Kelly' binds herself: she may change her mind only if her reason is one that—in the context of their friendship—Sol' *should* accept as overriding her decision to go for him, rather than construe as disloyalty—as a failure to meet the requirements of their friendship. She should be willing to cite her reason to Sol' as overriding her original decision, and in some cases insist on it even if he disagrees. Such reasons may include important business meetings, discovering that someone she wishes to avoid will attend, etc. Note that such reasons would allow Kelly not to keep an explicit promise to Sol as well. The obligation that a quamise creates resembles that of a promise in similar circumstances.

Does the obligation of Kelly' depend on an impersonal moral principle such as “Don't disappoint legitimate expectations you have deliberately induced in your friend”? First, this suggestion commits us to the claim that principles not only govern, but are constitutive of personal relationships.<sup>16</sup> If a principle must be involved in creating the obligation, it cannot merely refer to expectations which an independent relationship grounds.<sup>17</sup> This is because a relationship in which Kelly' is not obliged not to disappoint Sol' is a different relationship, one that probably cannot ground any quamises. Put differently, the obligation does not attach to an independent act of quamising. Contrast this with a principle to care for one's children. The obligation to care attaches to persons who begat a child. Begetting can be described and completed independently of the principle. The obligation attaches to an independent action.

Second, as will be claimed below, even if a principle is involved, the reply to the question “what are legitimate expectations?” depends on an acquaintance with personal relationships, not on an understanding of general moral principles and their rationale. Furthermore, the class of legitimate expectations simply is the class of expectations that should not be disappointed. The moral principle does not define the obligation of quamises. It depends on it. This suggests an interdependence of principle and relationship. Instead of an independent principle that constitutes the relationship or defines the obligation, moral principles are internally related to the relationship and obligation, and form an integral part of the “tapestry.”

<sup>16</sup> One problem with this type of view is that it fails to account for the way in which we value various personal relationships. The Platonic and Kantian suspicion of *eros* is a case in point. See my paper: Y. Eylon, *Sexual Value*, 'Jerusalem Review of Legal Studies' 2011, Vol. 3, p. 28.

<sup>17</sup> According to Scanlon, the principle of fidelity is necessary for promising. T.M. Scanlon, *What We Owe to Each Other*, op. cit., pp. 323, 405, note 20.

#### IV. Promises as Quamises.

The requirements of friendship cannot be spelled out without referring to peculiarities of the actual relationship. Not surprisingly, this context-sensitivity transfers to quamises. The obligation of Kelly' to perform is inseparable from her personal commitment to Sol'. In particular, the circumstances in which Kelly' may legitimately change her mind, and the strength of her obligation, are determined by her friendship with Sol'.

The rule-centered view of fidelity to promises means that rules define the obligation created by promising. As Scanlon stresses,<sup>18</sup> a principle cannot apply to “a wide range of questions with little or no room left for the exercise of judgment.” This proviso does not alter the primary role assigned to rules in moral reasoning and defining obligations. When Scanlon summarizes that “all of this structure and more is part of what each of us knows if we understand the principle that promises ought to be kept,”<sup>19</sup> he means that applying a principle depends on understanding its justification—what the principle is for, which interests it must be responsive to, and why it cannot be reasonably rejected. So the rule, broadly construed, does define the obligation. That a judgment is required because it is impossible to attend to every circumstance in advance only means that in applying the rule we must sometimes turn to its rationale, not only its wording.

Thus, although it might require a judgment, fidelity to promises resembles fidelity to oaths: both virtues amount to acting as a rule prescribes. First and foremost, a rule of promises demands performance. In addition, it must accommodate the fact that the promisee can release the promiser, thus separating promises from oaths. Hence, the rule dictates (roughly) that the promiser must perform unless released by the promisee. According to this ‘ownership view,’ the position of the promisee resembles that of an owner of some good, or holder of a right or power.

In this section, it will be shown that promises between parties that have a personal relationship depend on the relationship as quamises do. The view of promises as quamises offers the best explanation of this phenomenon: since any explanation of it involves the relationship between promiser and promisee anyway, the supposedly necessary general principle is redundant, and the ownership view should be rejected.

Suppose Art promised a friend to help him fix his roof after the winter. As weeks pass, their friendship fades. When the time comes, Art is not obliged to fix the roof. At the very least, his obligation is significantly weakened. How can we account for this phenomenon? Friendship led Art to make the promise, but according to the ownership

<sup>18</sup> *Ibidem*, pp. 197–202.

<sup>19</sup> *Ibidem*, p. 201.

view, this fact cannot account for the dependence of the obligation on their friendship. This is because promises are intended to assure the promisee by binding the promiser to perform even if he changes his mind. Once a *bona-fide* promise is made and an obligation is created, the reason for promising becomes irrelevant:<sup>20</sup> once an obligation is created, only another obligation can override it.

An adherent to the ownership view can accommodate this example in several ways. For example, it might be maintained that Art's promise contains an implicit clause, like a clause in a contract, specifying that he will fix the roof only if their friendship persists. Alternatively, it can be claimed that the promise was made *to a friend*, and that when the friendship ends, the promisee, as such, ceases to exist. Is this type of response adequate?

Unlike the ownership view, the thesis that Art's promise is a *quamise* not only allows but also *accounts* for the relevance of personal relationships. Undeniably, the ownership view allows for the possibility that an obligation dependent on a rule will also depend on a personal relationship. But it does not supply a model that explicates how various requirements of personal relationships actually influence the obligation of the promiser. This claim is clarified if we consider a *quamise*, similar to the promise above, that Art' makes to his friend. In such a case, Art' is not bound to perform, simply because his former friend is no longer in a position to demand an explanation, and if he does, then Art' can argue that they are no longer friends without betraying their (non-existent) friendship.

In order to better appreciate the significance of this difference between the ownership and *quamise* views of promises, we must turn to the role of the relationship in determining the scope and strength of the obligation. Thus far, the obligation to keep promises was treated as an all-or-nothing affair. But promises come in varying degrees and strengths. Suppose I plan to travel to London and promise a friend to look for a book she needs. How hard must I look? If I cannot find it, how much effort allows me to claim that, although I failed to keep the promise, I did not break it—I tried as hard as I should have? These questions point to an important aspect of promises: the strength of the obligation varies from context to context. What counts as sufficient effort in the case of one friend, may be insufficient in the case of another, even if their actual expectations are similar.

Let us contrast this with oaths. The rule of oaths requires strict performance. One must perform any action or—if the class of permissible actions is independently identifiable—any permissible action, in order to keep an oath. The rule clearly

20 See: e.g. D. Hume, *A Treatise of Human Nature*, op. cit.; J. Raz, *Promises and Obligations*, op. cit.; J. Rawls, *A Theory of Justice (Revised Edition)*, op. cit., p. 305; T.M. Scanlon, *What We Owe to Each Other*, op. cit., ch. 7.

prescribes what to do. Namely, whatever is necessary. The obligation to keep a promise, however, does not have such an implication. An agent must do what she can, *within reason*, to keep her promise. But this means that the line between merely failing to keep a promise and actually breaking it is determined by the relationship between the parties involved. As the bookstore example shows, what “within reason” actually means in each case depends on the relationship, not on a judgment based on the “point of promising—what it is supposed to ensure and what it is to protect us against.”<sup>21</sup> What each of us must know, if we are to understand the principle, is personal relationships and their requirements. This claim applies even if a principle such as “don’t disappoint the legitimate expectations deliberately induced in your friend” is constitutive to friendship. The principle cannot distinguish between legitimate and illegitimate expectations independently of the particular relationship, and a moral judgment of the type discussed above cannot solve the problem. The significance of the “principle” is relationship-specific. Furthermore, if a principle defines the obligation, then the class of legitimate expectations must be specifiable independently from the obligations a friend has or undertakes. But what is a promisee entitled to expect? That which this friend must not fail to do. The particular requirements of a relationship determine which expectations are legitimate and, consequently, what the obligations are.

This role of personal relationships is accounted for by viewing promises as *quasi*-promises: a promise is not kept, rather than broken, when the reason for nonperformance *should* be accepted by the promisee. In many cases, this simply means that one can, and sometimes must, fail to keep a promise because a competing obligation overrides it. But in other cases this characterization allows for the difference in the strength of obligations undertaken in various circumstances. The proposed view differs from the ownership view, because the conditions in which a promisee *should* release the promiser depend on the relationship between promiser and promisee.

In conclusion, the ownership view entails that by promising one incurs an obligation that can be modified by various considerations. However, understanding how various considerations affect the obligation, and ultimately understanding the rule that defines the obligation, depend on understanding the requirements posed by personal relationships. Without such an understanding, such an obligation is available neither to a deliberating promiser nor to a reflecting promisee. But if we concede that in cases of related parties the relationship plays a significant role in determining the scope and strength of the obligation, then there is no need to adduce a general moral principle at all. The normative requirements of the relationship are in full view and play an explan-

21 T.M. Scanlon, *What we Owe to Each Other*, op. cit., p. 200. But it can depend on the point of the *promise*.

atory role anyway, and as in quamises they can serve to bind the promiser and give the promiser a reason to rely on her. Since these roles are played by the requirements of a relationship that have an explanatory role in such cases anyway, then in such cases a general principle of promises is superfluous. Barring some additional rationale, we can dispense with a general principle and acknowledge that promises are quamises.

Be that as it may, an additional rationale seems readily available: accounting for the possibility of making promises to strangers. Promises are not confined to existing personal relationships. In order to reject this claim, it must be shown that quamises can ground a full-blown practice of promises.

## V. Quamises Make Friends.

In order to complete the proposed account, it will be claimed that attempting to quamise can create a relationship that grounds (some) quamises. In the next section, it will be claimed that that the social emotions of compassion and shame provide the means for broadening the range of potential quamises beyond preexisting relationships. Either of these claims means that quamises can give rise to a practice of promises. The practice might differ from our own, inasmuch as some of our promises emanate from contracts or oaths. Nevertheless, it is a full-blown practice of promises that enables promising to strangers. To simplify matters, let us assume that members of the quamise society have the concept of a quamise, and use the term ‘quamise’ to designate quamises. This means that they can intend to quamise, and appreciate that one is quamising or attempting to quamise.

What happens when someone tries to quamise in the absence of a preexisting personal commitment? An attempt to quamise can fail. One might mistake the nature of a relationship or fail to realize that *sans* personal commitment he cannot quamise. For example, suppose that out of generosity, someone determines to help a stranger paint his house tomorrow. He expresses his intention to the stranger. In this case, the \*quamiser\*<sup>22</sup> failed to quamise, because the \*quamisee\* does not have a reason to rely on him. A clear indication of this failure is that if the \*quamiser\* fails to show up, it should be explained to the \*quamisee\* that “he is not your friend. This is not a real quamise, you had no reason to rely on him.” Note, however, that promises can fail similarly: “You don’t know him, you had no reason to rely on the promise of a stranger.” I will return to this point below.

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22 I am using the star punctuation marks to differentiate the act of \*quamising\* which happens in the absence of a preexisting personal relationship from the act of quamising (described above) which takes place in the context of a preexisting personal bond between the quamiser and the quamisee.

There is another possibility, namely that attempting to quamise adduces a personal commitment. Since quamising is internally related to personal commitments, then at least in principle quamising could create the commitment: someone who attempts to make an unfounded quamise can be viewed by the \*quamisee\* as purporting to create such a relationship. This fact in itself might create the relationship: sometimes, if A actually convinces B that he sincerely wants to act as her friend, B accepts that they are friends, and A knows this and shares her attitude, then A and B form some kind of friendship. Attempting to quamise has given rise to a personal commitment that, in turn, can ground the quamise.

The apparent circularity of this ‘courtship model’ is misleading. Such bootstrapping is not unique to quamises or contrived cases. Human relationships constantly evolve and change. Various actions—attempted quamising included—can contribute to such development. Quamising to a relative stranger is similar to courting: it can be viewed as a tentative move, one that is expressive of an attitude and can be completed if the \*quamisee\* reciprocates. The \*quamisee\* is required to take a leap of faith that is founded on the attempt to create the relationship required for it to succeed. This type of personal bootstrapping often occurs when a relationship goes to another level, deepens, or develops. According to this analogy, when an acquaintance or friend—albeit not a very close friend—surprises Sol and expresses her intention to go to the party for him, and Sol accepts the offer, then by accepting the offer and trusting her, Sol gives rise to the normative relationship required.

The courtship model best fits cases in which an existing relationship is taken further. Whereas the preexisting relationship cannot support the quamise, it is sufficient to lend credibility to the attempt to do so. However, the claim that quamises can ground a practice of promises requires quamises to strangers. This means that by attempting to quamise one can create, in relevant cases, the kind of relationship that is required in order to ground the quamise from scratch.

It is not necessary to show that any quamiser can commit himself to act just by saying “I quamise.” The reason is that, contrary to what some accounts of promises suggest, *neither can a promiser*: like a quamise, a promise has to fit the type of personal commitment that can be reasonably expected. Some promises cannot be made—one cannot promise the moon to a perfect stranger, by uttering “I promise.” In order to show how a practice of promises can emerge from quamises, it need only be shown that the conditions that enable one to quamise—to create justified reliance—can be adduced in relevant cases.

While some quamises depend on a deep and rich personal relationship, others do not require as much. Consider the following promise: I am waiting for the train.

One of the other passengers approaches me and asks me to watch his luggage while he gets a sandwich. I promise to watch his luggage. Clearly, an obligation is created. Is the situation similar in the *quamise* society? The claim that by asking me to watch his luggage, and by my consent, we have created a normative personal relationship that grounds the *quamise* might seem artificial. However, some aspects of the promise scenario manifest the fact that a relationship has been created.

The most telling aspect of the situation is that if I ask the stranger to get me a sandwich as well, or if I ask him to watch my luggage afterwards, then he should oblige. While it might seem that one should always oblige such requests, it is clear that the infelicity which it is appropriate to feel when someone turns down a person who has agreed to do something *for her* is far greater than the infelicity which is appropriate when turning down a complete stranger.

This obligation to reciprocate and comply with a compatible request is not the consequence of incurring a debt, and the situation is not exhausted by the claim that he owes me a similar personal favor or that he should be grateful. My fellow passenger is not obliged to pay me for watching his luggage, even if I ask him for some money after the fact. But he should watch my luggage if I ask him. Furthermore, after he complies and watches my luggage, we are *not* back in the original position in which neither of us owes the other anything. On the contrary, our relationship has developed further: if from that day on I occasionally ask him to watch my luggage while I go get a sandwich, it would be infelicitous of him to refuse (there are limits here). Similarly, if I do not ask for anything in return, and a few days later he finds himself in need again, it would be natural to approach me, since we are now acquainted. In conclusion, the normative implications of this mundane scenario imply that some personal relationship has been established.

## VII. Public *Quamises*.

According to the account outlined above, the requirements of friendship play a dual role: they give rise and lend credibility to the original intention of the *quamiser* to act (Kelly's intention to go for Sol), and they bind the *quamiser*. In the previous section it was claimed that attempting to *quamise* can create relationships that fulfill this dual role and ground certain *quamises*. In this section, it will be claimed that the social requirements of compassion and shame can similarly ground *quamises*.

Compassion and shame are not introduced as mere psychological or sociological mechanisms. Both emotions are morally appropriate responses to various circumstances that recommend appropriate reactions. Whereas neither feeling compassion

towards someone nor feeling shame from someone constitutes a personal relationship, both emotions are intimately related to personal relationships, and both played a tacit role in the account presented above: friendship means that Kelly's compassion for Sol gives her a *prima-facie* reason to go for Sol. Shame can bind her to act—in order to avoid having to face Sol and explain that she changed her mind for some trivial reason. These facts suggest that in a society in which compassion or shame are prescribed, these emotions enable quamising to strangers. Their social nature, and the fact that the requirements of compassion and shame may vary from one society to another, suggest that these emotions are based on shared principles or conventions. Even if this is so—and I doubt that it is<sup>23</sup>—this does not imply that the proposed account of fidelity to promises is rule-centered. The role of these emotions is to extend the class of potential quamisers and quamisees, and define the particular relation between a quamiser and a quamisee. As argued above, once a relevant relationship is created, the obligation to act stems from an understanding of the requirements of relationships, not of a principle, its point, or its rationale.

Compassion consists in a sensitivity to others. Just as friendship motivates Kelly to go to the party in the first place, compassion for someone could provide a similar motivation. Given the motivation, the situation resembles that of courting: the \*quamiser\* expresses her intention to act, the \*quamisee\* trusts her, and a relationship that can ground the quamise is formed. This relationship is not one of friendship, but it involves compassion and trust. What compassion adds to the courtship model is that in many cases it is socially prescribed. Since this can be recognized by the \*quamisee,\* it lends credibility to an expression of intention to act and justifies reliance.

Shame, on the other hand, manifests a social sense of accountability to others. Such accountability places the \*quamiser\* in a position similar to that of a quamiser: suppose an agent expresses to a stranger her *reasonable* intention to do something *for* him. Suppose also that she is and feels accountable to other members of society, including the stranger. This means that like a quamisee, the stranger is in a position to demand an explanation. It seems then, that the agent is bound by shame to perform, and in the absence of an adequate explanation, she is obliged to do so: like in a quamise, the decision to act for the stranger is a presumption, and accountability to the stranger means that only a reason that overrides this presumption can adequately release the quamiser. Furthermore, the \*quamisee\* can rely on such accountability,

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23 For a virtue-centered account of shame, see B. Williams, *Shame and Necessity*, California, UC Press 1993. Compassion seems closely related to sympathy, and it is doubtful its requirements are presentable in the form of general principles. A principle stating that we should feel compassion in certain conditions may give rise to compassion, but it does not replace compassion in determining the requirements of the situation.

and therefore on performance. The agent is bound as if she made a *quamise*. The accountability shame involves functions as friendship does: it binds the *quamiser* and can be relied upon by the *quamisee*.

This accountability can bind an agent *whenever* he publicly announces his intention to act. For example, an agent who announces her intention to quit smoking may find herself motivated by shame to do so. Ashamed to face her peers and be seen as weak, she feels bound to quit even if she regrets her decision. Similarly, one may feel ashamed to dress unfashionably. The crucial factor is accountability—recognizing that others are in a position to criticize or demand an explanation—and not the immorality or shamefulness of these actions. This accountability means that when an agent expresses a reasonable intention to do something *for* a stranger that creates reliance, she is in fact *quamising*, without having to assume in advance that breaking a *quamise* is wrong and therefore shameful.

Two crucial points must be mentioned. First, in order for shame to function in this way, the bounds of shame must exceed those of personal relationships. This suggests that a practice of promises is the mark of a society that places a high value on mutual accountability. But this is as it should be: even a rule-centered view of morality must concede that the promisee needs a reason to trust the promiser. Second, a *quamise* that is based on shame differs from one that emanates from the requirements of personal relationships. The type of circumstances one can expect a stranger to accept as allowing for non-performance is different. In some cases, one must perform when the promisee is a stranger, debtor, or business partner, but may legitimately fail to do so in the case of a friend. In other cases, the opposite holds: a promise to a friend demands performance in circumstances that a promise to a stranger does not.

## Abstrakt

### Naturalne obietnice

Aby istniała możliwość dokonania obietnicy musi istnieć obowiązek, który sprawia, że jest różnica pomiędzy złamaniem obietnicy a jej niedotrzymaniem; obowiązek taki pozwala obu stronom wiedzieć co obietnica za sobą pociąga. Na dodatek, istnieje pewne zauważalne zobowiązanie, które wiąże obiecującego i uzasadnia poleganie na obiecującym przez tego komu złożono obietnicę. Jest poglądem powszechnie akceptowanym, że aby zostały spełnione wyżej wymienione funkcje wymagana jest zasada obiecywania – albo w postaci konwencji albo w postaci reguły moralnej. Niniejszy artykuł krytykuje ten powszechny pogląd i przedstawia alternatywę.

Wprowadzam nowy termin „kwamesa” („*quamise*”). Kwamesa to wyrażenie intencji działania, dokonane w relacji osobistej, która niesie za sobą wymagania normatywne. Ze względu na istnienie tych wymagań, kwamesowanie niesie za sobą obowiązek i uzasadnia poleganie na obiecującym bez istnienia zasady. Twierdzę, że obietnice w relacjach są w istocie rzeczy kwamesami.

Wynika z powyższego, że jednolita teoria obietnic jest możliwa tylko wtedy jeśli kwamesy można składać wobec osób nam obcych, bez odwoływania się do zasady. Pokazuję, że próba kwamesowania może, we właściwych warunkach, być zaczątkiem relacji niezbędnej do kwamesowania. Pośród warunków które umożliwiają kwamesowanie względem ludzi nam obcych znajduje się m.in. społeczna emocja wstydu, dzięki której mamy poczucie, że odpowiadamy za nasze czyny przed ludźmi obcymi, co z kolei ugruntowuje ich poleganie na nas. Tym samym, zasada obiecywania nie jest konieczna. Według tego poglądu, moralna natura obietnic przypomina naturę zobowiązań osobistych: dotrzymanie obietnic jest cnotą w takim sensie w jakim cnotą jest przyjaźń.

