

Promises and the Backward Reach of Uptake
(Forthcoming in *American Philosophical Quarterly*)

Abstract:

I present a set of cases that pose problems for existing theories of promissory uptake. These cases involve (i) a delayed receipt and/or acceptance of a promise, though the obligation arises before the receipt or acceptance has taken place; (ii) a delay or absence of agency on the part of the promisee – making it impossible to satisfy the various suggested uptake criteria, though promissory obligation is nonetheless generated; (iii) the promise is made to someone, de dicto – that is, the person who will be the promisee has not yet been filled in at the time when the obligation begins. I identify clues within each theory of promising to determine the temporal and agency-related boundaries on promissory obligation. I then introduce: the backward reach of uptake.

Consider this utterance, “I promise that I will drive you home from the reception.” If I say this to my acquaintance and a certain array of mental and, perhaps, social conditions are met, the utterance amounts to a promise. Imagine that my acquaintance respond to the utterance by saying, “No thanks, I don’t need a ride. I plan to walk home.” It seems clear that, after his refusal, I am under no promissory obligation to him. In fact, many theorists of promising say that no promissory obligation ever existed in this scenario – in order for such an obligation to arise, he would have had to accept my promise. Now, imagine that he says, “Yes, thank you,” but instead plans to walk home. Perhaps he does not want to offer his explanation for refusing me (that he thinks that I am a drunkard or a seducer). Am I under promissory obligation in this case? Theorists disagree. What if I have left him a voice message on his cell phone making the promise, and have no way of retracting it, but have not yet heard back from him? Am I obliged to drive him home until he refuses my promissory offer? Or am I under no obligation until he accepts?

Whether an utterance amounts to a promise does not depend entirely on the speaker, or on the scenario. The *promisee*, that is, the person to whom the promise is made, also plays an active role in turning an utterance into a promise. This paper explores a particular way that theorists of promising constrain the scope of promissory obligation via the *uptake criterion*. An “uptake criterion,” for the purposes of this paper, will amount to any conditions on promissory obligation pertaining to the receipt or acceptance of a promise on the part of the promisee. I will present a set of cases that pose problems for existing accounts uptake. These cases will involve scenarios in which (i) there is delayed receipt and/or acceptance of a promise, but the obligation seems to arise before the receipt or acceptance has taken place; (ii) there is a delay or absence of agency on the part of the promisee – making it impossible to satisfy the various suggested uptake criteria, but in which there still seems to be promissory obligation; (iii) the promise is made to someone, *de dicto* – that is, the person who will be the promisee has not yet been filled in, but the obligation arises before any individual steps into the role of promisee.

All three of these problems for the Uptake Criterion relate to promising *forward* to a promisee who will only understand the promise at some future point: a letter recipient in the future, a child when he grows up, a person who emerges in a future generation, a person who will become our promisee when he becomes the referent of a particular definite description. I will suggest a strategy for resolving the problems associated with uptake. The strategy involves looking for clues within each theory of promissory obligation to determine the temporal and agency-related boundaries on promissory obligation and, what I will call, the *backward reach* of uptake. The backward reach of uptake makes it possible for promissory obligation to arise before a promise is complete.

1. The Role of Uptake

A promise is a performative – that is, it is an utterance that *does* something. In the case of promising, the performative creates a new moral reason for the speaker to do what she says she will do.ⁱ Many contemporary theorists contend that the promise creates an obligation in the form of a directed duty to the promisee. If the above promise is successful, then I do not have merely a free-floating obligation to take my acquaintance home from the reception (like my free floating obligation to give to charity); I owe it to *him* to take him home from the reception. Though uptake might also be a necessary condition for promises even on theories that involve a free-floating duty, one on which promise-breaking wrongs no particular other person, I am limiting the scope of this paper to the directed duty accounts. I will not provide full accounts of each theory. I have selected the aspects of each most relevant to the topic of promissory uptake.

The Authority/Accountability Accounts

On David Owens' account of promising, a promisee holds a certain type of moral authority over a promisor – a claim-right to the promisor keeping her word. Before saying “I promise I will take you home from the party,” Owens contends that it is within the moral discretion of the promisor, within her rights, to determine if she will take the promisee home from the party. After the promise has been made, it is within the moral discretion of the promisee to determine if the promisor will take him home from the party. If the promisor fails to keep her promise, then the promisor would be transgressing a claim-right held by the promisee that was generated by the promise. Owens believes that these obligations and claims are grounded in an “authority interest” that we all share – the interest we have in sometimes holding moral authority

over one another, and an interest in being able to give this authority away.ⁱⁱ For Owens, a promise must be accepted for it to generate promissory obligation in the promisor. Though promises are voluntarily incurred obligations, we cannot possess any promissory obligation we want. If someone promises to marry me and I refuse, then he is under no obligation to marry me, no matter how much he would like to be under that obligation. I must assume the authority that he offers in order to hold the claim.

Stephen Darwall argues that the promisee must have certain rational capacities in order to stand in the “second-personal” relation to the promisor, which is required in order for promissory obligation to hold.ⁱⁱⁱ In the case of promising, the second-personal relation requires the promisee to be situated such that he can hold the promisor morally accountable for what has been promised. The promise involves recognition between the promisor and the promisee of each other’s agency, and of the following: in making the promise, the promisor takes herself to be accountable *for* what she has promised *to* the promisee. While the grounding for Darwall’s theory of promissory obligation is very different from Owens’, the moral factors that comprise the promise are similar or, at least, compatible with Owen’s view. A promise grants a claim to the promisee. The promisee uptakes the promise by agreeing to arbitrate that claim – whether that arbitration involves holding the promisor accountable, or stepping into a role of authority over the promisor.^{iv}

Unlike the accounts of uptake just described, another set of theorists contend that uptake goes on in the mind and subsequent choices of the promisee. None of the theorists whom I am about to mention deny that promises generate claims; some affirm that they do. However, the theories above require that a promisee does something relevant to the generated claim: accepting

authority over the promisor; or accepting a particular role marked out by the claim – being the target of the promisor’s accountability, or being the claim’s arbitrator.

On the other hand, Scanlon describes the constraints on promises as follows:

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

Scanlon does not require any “acceptance” of a promise. However, there are mental states that a promisee must experience in order for the promise to go through. For instance, the promisee must expect that the promisor will do as she says she will do.

Judith Thomson thinks that something more than an expectation is needed for promissory obligation to arise. A promisee must *rely* on the promisor’s word. It is this reliance that generates the moral bond between the two parties.^{vi} Daniel Friedrich and Nic Southwood hold a similar view. They argue that a promise is an invitation to trust in one’s moral character. A promisee must accept (or not reject) the invitation to trust.^{vii} Importantly, Friedrich and Southwood say the promisee must “accept (or not reject)” the invitation. They do not mean that the promisee need not even hear the promise, and so, for that reason, fail to reject it. They mean that the promisee had a real opportunity to reject the promise, and did not reject it.

As one can see, there are different reasons for an Uptake Criterion within each theory. For someone who endorses an account of promissory obligation grounded in authority – then uptake is, in part, important because establishing the promisee’s preference for the content of the promise is relevant. However, someone who endorses an account of promissory obligation grounded in reliance, establishing a promisee’s preference might be less important. After all, we might not prefer x over y, but once someone has committed to doing x, we might still come to rely on x in important ways. So, while all of these theorists care about uptake, they care about it for different reasons.

2. Problem Cases

The following cases each pose a problem for the Uptake Criterion.

Case A: *Delayed Receipt*

Adam: I just got your wonderful letter! Thank you so much. I knew our relationship was ready for this step – even if we’re living apart for the semester.

Bertha: I knew how much it meant to you that I promised to be monogamous. I’m sorry that I didn’t commit to this before you left. I just had to think it over a little.

Adam: When did you decide? What made you change your mind?

Bertha: Well, right before I wrote the letter. I woke up thinking about you on Monday. It was such a strong feeling. I thought a letter would be the most meaningful way to make you that promise. I sent it right away.

Adam: Well. Thank you. It means the world to me, obviously.

Bertha: You just got it today though, right?

Adam: Right.

Bertha: Oh good. I was a little worried that it would get to you early.

Adam: Why?

Bertha: Well, I had one last romp with Willis, my ex, last night. You see, I was confident that the letter wouldn't get to you until today.

Adam: Wait, what?

Bertha: That's all.

Adam: You spent a night with Willis after writing that solemn promise to me, and sending it to me? What sort of promise is that?

Bertha: Well, I didn't plan to see Willis when I wrote you the letter. But when I ran into him, it occurred to me that you hadn't gotten the letter yet. The promise is solemn. It started this morning, when you got the letter, or maybe just now, when you told me you were glad.

Adam: (*sarcastically*) Is *that* why a letter seemed like "the most meaningful way to make the promise...?"

Now, as reasonable as Adam's complaint might seem to be, the existing theories of uptake come out in Bertha's favor. The promise had been *launched* perhaps. However, it had not been completed. It had not been fully performed such that promissory obligation was generated. For instance, if Bertha had run to the post office an hour after sending the letter, and intercepted its delivery into Adam's hands, then we would not be concerned that she had made and then broken a promise.

Despite this application, Adam appears to have a legitimate complaint. Something about the nature of promises suggests that Bertha should not have written the promise solemnly, sent it, knowing it would be received and accepted, and then acted out of accord with her word. Perhaps one's first thought will be: might not Adam be aggrieved because of Bertha's sexual tryst, on its own, and not because of the promise? After all, the narrative makes it clear that Adam wanted exclusive sexual access to Bertha. However, consider that this case is meant to pump our intuitions, not Adam's. If Bertha had engaged in the romp with Willis the night before waking to realize she had strong feelings for Adam, and written the letter subsequently, I think we would not take her behavior to be unfaithful. (Those who believe there is a moral reason to

live monogamously, even when uncommitted, might find her behavior problematic – but even they could not say she is acting at odds with her word, in this alternate case.)^{viii}

One can imagine a case in the political realm that operates in a similar way, a promise made to future generations. A presidential candidate might say, “I promise I will work to make the world a better place for our children’s children. I will start by enacting a particular environmental policy.” Now, the candidate is making a promise to currently living people who care about their children’s children. However, the candidate might also take herself to be making a promise to those children’s children themselves. Imagine that at the end of her life she is confronted by a young person who says, “You promised that you would enact that good policy back in 2015, but you didn’t.” She might feel that she has wronged this young person in two ways. First, she has harmed him by failing to enact the policy. Second, she has broken her word to him. She does not think, “I broke my word to grandparents that I would make the world a better place for this young man. I wronged them.” She thinks, “I broke my promise to this young man.” Yet, if Uptake is necessary for promissory obligation to be incurred, then it cannot be an accurate or appropriate feeling.

Case B: *Delayed Agency*

Carlos: You know, Dad, when I was little, you promised that you would make me practice the piano every day as long as I lived in your house.

Diego: I’m surprised you remember that. That was back before I got promoted – I was a much more involved father back then.

Carlos: Yeah, you thought I would be glad to have that skill when I grew up.

Diego: I had always wished that my parents had made me practice more.

Carlos: So why didn’t you stick to it? Why did you let me stop?

Diego: Well, I became busy. And you weren’t self-disciplined. You were too young to understand what it meant – what I meant about practice.

Carlos: But I understand now. And now I do wish that I had practiced all of those years. It would be great to know how to play the piano.

Diego: Well, I guess now that you are grown up, and remember my promise, I should enforce the practicing rule! Carlos, go practice the piano!

Carlos: Ha! But, Dad, don't you think you've broken that promise already?

Diego: No. You were just a kid. You didn't even want to play the piano.

What would our theorists say about this case? Either robust agency (adult or near-adult agency) is required for uptake, or it is not. For instance, it is not clear whether Darwall would allow that child-Carlos had the rational capacities necessary to hold Diego appropriately accountable. It is not clear that Owens would allow that Child-Carlos is capable of accepting and holding meaningful moral authority over another person. The accounts that require a particular mental response on the part of the promisee seem more promising. If all one need be able to do is form an expectation, rely, or trust another to do as he says he will do *because* of the promise, then maybe a child's understanding is enough. A child knows enough about promising to understand that it generates a reason. Ask any child who has been promised dessert why on earth you should give it to him. "Because you promised," he will respond.

No matter whether Child-Carlos has sufficient agency to uptake the promise, the contemporary theories of promising will have to say that Diego is correct. If robust moral agency is required for uptake, then *Delayed Agency* operates much like *Delayed Receipt*, in that uptake has not yet occurred during the span of years through which Diego is failing to live in compliance with his word. If robust agency is not required for uptake – if a child's understanding of the meaning of a promise and its content is sufficient for him to uptake a promise (or refrain), then Diego is still off the hook. After all, Carlos didn't want to play the piano, and probably protested! He certainly didn't rely on his father's word. Dissimilarly, it is possible that he, in

some sense, trusted his father to enforce the piano practicing. After all, we can trust in people to do things that we do not want them to do, and this trust can sometimes amount to trust in their moral character. For instance, I might trust that a friend will always tell me the truth, even when I don't want to hear it. I might trust that my friend will always sacrifice himself for me, even when I prefer that he didn't (not because I do not desire the outcomes that the sacrifice yields to me, but because I care so much about his own welfare).

However, when he made his promise, Diego didn't have his young child's attitudes or mental abilities in mind. He *took* himself to be making a promise that adult-Carlos would remember and appreciate. He attempted to undertake certain accountability to adult-Carlos – exactly the sort that would allow adult-Carlos to complain when he recalls that Diego did not stay true to his word. If these features generate any sort of obligation in Diego, they cannot be explained by the theories of promising.

Case C: De Dicto Promisee

Elaine is running a store. She promises freshly baked cookies to the first person to arrive at the store after it opens at 10 am on Monday morning. She promises that the cookies will be ready upon that person's arrival. Frank shows up at 10:01 am on Monday morning. He is the first person to arrive. Elaine has not made cookies.

Elaine cannot give Frank any cookies since she does not have any. There is debate about whether someone has a promissory obligation if she *cannot* meet that obligation.^{ix} In any case, what is interesting here is that we probably think that Elaine should have been baking cookies that morning, before the store opened. Yet, even if she is under promissory obligation to Frank

once he arrives (even considering her inability to give him cookies at that point), it is not clear that any of the theories can explain why she was under such obligation before he arrived – during the period within which she would have needed to do the baking.

There are two ways of considering Elaine's utterance and both have the result that her promise is not yet uptaken at the time at which we think she ought to have been baking the cookies. First, we could understand her utterance as, "I promise that if you are the first to arrive at the store, then I will give you freshly baked cookies." In this case, the promise is launched to every single person in town. Given any of the Uptake criteria that require communicated acceptance of the promise (e.g. the theories of Owens, Darwall, Friedrich, and Southwood), Frank would be owed cookies if he had communicated to Elaine that *if* he arrives first in the store, he very much wants the cookies. However, let us assume that he did no such thing. Scanlon's theory of promising does not require a specific communication of uptake on the part of the promisee. However, consider 2 and 5 of Principle F. "(2) X knows that Y wants to be assured of this... (5) X intends for Y to know this [that X has beliefs intentions to assure Y], and knows that Y does know it..." It is hard to see how these criteria could be met without some communication made by the Frank to Elaine.

Thomson's account does not require a communicated acceptance. Frank might have skipped breakfast, relying on Elaine's promise of cookies for his morning meal. This would have been enough on Thomson's theory to establish uptake before Frank's arrival at the store. However, if we stipulate that Frank did not rely in any way on Elaine's promise – simply remembered the promise as he was passing by – then the account does no better a job handling the case than do the others. Yet, it seems clear that Elaine had a promissory obligation to Frank to

make him cookies, even if he only decided at the last minute to pop into the store and claim them.

Second, we could understand Elaine's utterance as, "I promise fresh cookies to whoever arrives first in my store." In this case, there is no existing promisee until Frank arrives. There is no one whose role it would even be to uptake the promise before that point. Similarly, consider again our political candidate from earlier in this section. Imagine that the candidate says explicitly, "I am not just promising to you voters, but I am also promising to your great-grandchildren that I will establish this environmental policy as soon as I am elected." This case is similar in that there is no promisee at the time of the utterance. When the great-grandchildren are born, they might take on the role of promisee. Even if they do, there is no way of explaining why the candidate might be under an obligation to them now, given the Uptake Criterion.

3. The Backward Reach of Uptake

I propose that promissory obligation can be generated before a promise has been completed. All that is required for promissory obligation to arise (related to uptake), is that (a) a promise has been *launched*, and (b) that it is ever the case that uptake occurs. This means that a promisor can incur a promissory obligation before uptake has occurred. Also, a promisor can sometimes be in a position in which she does not know whether she is under promissory obligation, because she does not know if her promise, when received or understood by her promisee, will be uptaken. The promisor can usually retract the promise before uptake. In this way, her promissory obligation before uptake has occurred is different than afterward, because the promisor can be the one to release herself from the obligation. I will address all of the

obvious concerns about this proposal when I reexamine the problem cases below. However, first I will explain how the existing theories would need to be modified to accommodate this account of uptake.

For Owens and Darwall's accounts, this proposal will require that promisees might, at times, hold claims generated by promises even when they do not know that they hold those claims. They might not yet have an adequate level of rationality to be able to arbitrate those claims. This does not seem so strange. We think that children have all kinds of claims against us: claims against being harmed, claims to be fed, etc. Of course, Owens and Darwall might think that claims generated by promises are precisely the sort of claim that we *must* be able to arbitrate. After all, a promisee must be able to *release* a promisor from a promise. In fact, Owen's defines the breaking of a promise as: failing to allow the promisee to be the one to decide whether the promisor will refrain from doing as she said she would do.^x However, even on Owen's account it does not seem clear that *in order* to be under promissory obligation, someone must be able to release the promisor from a promise. Our promissory obligation does not cease to exist when our promisees are asleep, in temporary comas, or out of telephone/email contact.

Perhaps a promisee needs a certain amount of rationality to release someone from a promise. After all, releasing someone from a promise involves arbitrating and not just holding a claim. So, my proposal will have the following result: promisees can sometimes hold promissory claims that they cannot arbitrate. When we revisit Cases A and B below, I will illustrate how this might work.

For the Mental Response accounts, my proposal suggests that a promisee can accept an invitation to trust in, rely on, or expect something regarding a promisor's past behavior. After all, if I can only uptake someone's promise by coming to form a reliance on him, and I uptake his

promise *after* he has incurred an obligation toward me, then I must have formed a reliance regarding his past behavior. This is not as strange as it might sound. Consider, if Pat is my doctor, I might rely on Pat having good medical training, which means I am relying on Pat having been a good and attentive student in the past. Similarly, I might say truthfully, while traveling away from home, “I trust that my spouse has been feeding the cats nutritious food, and not just table scraps while I’ve been gone.” These two examples are not cases of trust or reliance that generate promissory obligation, of course. However, they show that these mental attitudes can themselves have backward reach rather than forward reach.

One might ask: can the promissory obligation arise *before* the promissory words have been uttered? If I am proposing that uptake has a backward reach, then why do I cut off its backward reach at the launching of the promise? Why must my proposal include condition (a), and why must it be in past tense (the promise has *already* launched in order for promissory obligation to begin)? After all, I might promise someone that I have a medical degree. I might promise someone that I have fed the cats nutritious food while he has been gone, and not just table scraps. Couldn’t the backward reach of uptake turn reports about past behavior into promises?

Promises about past behavior pertain to actions that are not in the control of the promisor at the time when he or she makes the promise. It seems that such utterances are not truly promises, but instead what we might call: guarantees. One nice way of describing a guarantee is to contrast it with Friedrich and Southwood’s account of promises. They believe that a promise is an accepted invitation to trust in one’s moral character. I think that a guarantee is an invitation to trust in one’s epistemic access to some realm of the world. For instance, if I guarantee that the Yankees will beat the Mets, and they fail to do so, then my audience would have no reason to

doubt my moral character. However, they would have some reason to doubt my knowledge of contemporary baseball. Now, look at the utterance made to me by my doctor, “I promise I have gone to medical school.” If this turns out to be false, then one of two things is true. Either (a) the doctor knew it was false, in which case, it was just a lie, not a broken promise, or (b) the doctor did not know it was false, in which case, I have reason to doubt that he is in touch with reality – that is, I should doubt that he has epistemic access, through memory, to the real events of his past. I do not have reason to doubt his moral character.

This proposal handles the Cases A and B extraordinarily well. First take the Case A: *Delayed Receipt*. The promise was launched when Bertha sent Adam the letter containing the promise. Adam only later uptakes the promise. I said before: if Bertha had run to the post office to intercept the letter, and succeeded, she would not be under promissory obligation. This holds true, according to my proposal, as this would have prevented Adam from ever uptaking the promise. In fact, after her romp with Willis, Bertha should have attempted just such an interception.

Of course, if the letter had been lost, the same effect would occur: Bertha would have never been under any promissory obligation. However, this is true of many moral situations. For instance, whether or not a woman has a moral duty to her future child not to drink alcohol tonight will depend on something that might not yet be known (or knowable): whether or not she is indeed pregnant. If she might be pregnant, and she knows this (and knows that she would carry out a pregnancy and give birth to a child), then she should, perhaps, air on the side of caution and refrain from drinking alcohol. However, if she drinks alcohol and it turns out that she is not pregnant, then she has wronged nobody.

My proposal also nicely explains why Bertha's romp with Willis is a breach of promissory obligation, but would not have been a breach of promissory obligation if it had occurred *before* she launched the promise. For instance, imagine that in their phone conversation, Bertha said, "I had a romp with Willis one night this week, and then the next morning I woke up and decided to make this promise of monogamy to you, and write it in a letter." Willis may still be upset, depending on his jealous nature and his zeal for exclusive sexual access to Bertha, but given the non-monogamous conditions on which they had parted when he went abroad, and given the timing of her romp, she is not guilty of promise-breaking in this case. The obligation cannot begin before the promise is launched.

Of course, the dialog above did not illustrate the wording of the letter. However, we can imagine that it said something along the lines of, "I promise that I will be sexually exclusive with you." Now, if it had said, "I promise that, from the time you receive this letter, I will have sex with no one else," then yes, Bertha is in no violation of promissory obligation. Yet, based on Adam's reaction, it appears that no such time-stamping clause was affixed to the promise. When we write in the first-person and express our attitudes, judgments, and plans, we express them as we are experiencing them while we are writing. Similarly, when we read what someone has written in the first-person, we take the feelings they express to be those that they are experiencing while writing. When receiving angry letters or emails, we do well to remind ourselves: this is just what so-and-so was feeling when he wrote; he might not feel this way for long, or even now. For these reasons, the default time-stamping of a written promise is the time it was written. Any other time-stamping has to be overtly communicated.

The case of the political candidate operates in a similar way. The candidate makes a promise to people in the future generation who cannot now uptake the promise. However,

assuming that these people are born, grow up, and learn of the promise, and accept it, then they have met the conditions for uptake. The young man in the future can legitimately claim that the politician has broken her promise to him by not establishing the environmental policy she said that she would establish. Of course, upon failing to establish the policy, the candidate might be capable of retracting the promise, before it has a chance to creep along the passage of time and reach her promisees. I will not make a case for whether or not she ought to make such a retraction, or even if a retraction (interception) is always possible.

Someone might argue that an obligation cannot count as a promissory obligation if it can be dissolved by the person who holds it. Perhaps a necessary condition of a promissory obligation is that only the promisee can remove the obligation (by releasing the promisor). It might appear that my argument has the result that there is a time, before uptake, when the promisor is capable of dissolving the promissory obligation. It matters to my view that the obligation is promissory, since I take it to be a breach of promissory obligation – a genuine case of promise-breaking – if the promisor fails to uphold an eventually uptaken promise during the period of time after the promise is launched but before uptake. However, my view does not have the result that there is ever a period of time when a promisor can rid himself of a promissory obligation. Consider, if the promisor retracts the launched promise before it is uptaken, then he never was under any promissory obligation. So, his retraction of the launched promise precluded, rather than removed, the obligation.

Let us now look at Case B: Delayed Agency. Before introducing my proposal, the salient question about this case seemed to be: does Child-Carlos meet the rationality conditions for uptaking this promise? Given my modified criteria for uptake, if Child-Carlos does not meet these agency conditions, promissory obligation can still arise. The case can then operate in the

same way that Case A: *Delayed Receipt* operated under my proposal. Adult-Carlos remembering Diego's promise is like Adam receiving Bertha's letter some period in time after the promise was launched. However, as soon as Child-Carlos achieves enough agency to arbitrate his promissory claim, he can release Diego from the promise. Given his promise, maybe Diego is obliged to make 6 year-old Child-Carlos practice the piano, even though Carlos does not want to practice, but is not obliged to make 13 year old Child-Carlos practice. Perhaps by 13, Carlos can arbitrate his promissory claim and release Deigo.

If at the time of the promise, Child-Carlos does meet the rationality conditions required for releasing Diego, then on either the Authority/Accountability view or on a Mental Response view of uptake, Diego has never broken a promise to Carlos. After all, it is clear from their conversation that Child-Carlos expressed his lack of desire to play the piano. In this case, Diego is correct; he was not under promissory obligation. But I think this is implausible. I think it is the case that children cannot release us from certain promises, especially ones that pertain to their long-term welfare, about which they can hardly fathom. Child-Carlos might have the agency requisite for releasing Diego from a promise to take him to the park. Presumably, the discretionary power children have to release us from promises involves a match-up between the maturity of the child and the content of the promise.

Case C is greatly simplified by my proposal. Let us first consider the reading of Elaine's promise such that it is made to all of her townsfolk, "I promise you that if you are the first to arrive at my store, then I will give you freshly baked cookies." In this case, even if Frank doesn't accept the promise until he arrives, my criteria for uptake are met. From the time that Elaine launched her promise to the town, she was under promissory obligation. She was under promissory obligation to be baking those cookies before the store opened. If no one ever came to

the store, and she had not baked the cookies, then she would never have been under promissory obligation to bake the cookies. So, before the store opens, Elaine cannot be quite sure whether she is under such obligation. As I described earlier, this result is acceptable, and consistent with other moral obligations we have (e.g. we do not know whether we are under an obligation to a fetus not to drink alcohol when we do not know if there exists a fetus).

Let us now consider the reading of Elaine's utterance that goes, "I promise whoever arrives first at my shop that I will give you freshly baked cookies." In this case, there is no promisee at the outset to whom the promise is made. However, a promise can be launched even if it is not launched *at* anyone in particular. I can launch a football down the field expecting someone to catch it, but not knowing who will catch it. I can put a message in a bottle and cast it into the sea, expecting someone to eventually capture and read it. Elaine's promise is launched in this way. Yet, this does not mean that her promissory obligation is free-floating (a duty to nobody in particular). It is still a directed duty. However, its direction is not determined until it is caught and uptaken by a particular individual. Until Frank arrives at her store, Elaine has a promissory obligation to someone, she does not know to whom, or possibly to no one. When Frank arrives, he uptakes the promise and becomes the promisee.

Note that Elaine can intercept her promise before it has been directed at a particular, other individual. (This interception might not be possible on Thomson's reliance account, as if Frank had already begun to rely on a cookie-breakfast, then the uptake of the promise might have occurred before Elaine realized it had occurred.) However, any theory of promising, when paired with my backward reach of uptake, would allow that Gloria could beat Frank to the store, and become the promisee instead of Frank. No amount of Frank's reliance on a cookie-breakfast will make Frank the promisee if Gloria becomes the referent of Elaine's utterance, "... whoever

arrives first at my store.” Just like a lobbed football is easier to intercept by member of another team, a lobbed promise, with a *de dicto* referent, is also easier to catch!

If Elaine has not made the cookies, then it turns out that Frank (or Gloria) is the victim of Elaine’s breached promissory obligation – a breaching that took place when Elaine failed to bake the cookies earlier in the morning. If no one arrives at the store and she has not made the cookies, she has not broken a promise – even if she is no less blameworthy than she would be if the same inaction had indeed amounted to a broken promise. The politician who makes promises to future generations does something similar. She launches a promise into the ocean (of time), to be picked up by the future people, whomever they may be.^{xi}

4. Conclusion

In this paper, I have argued that theories of on promissory obligation, both the authority/accountability views that ground uptake in the acceptance and arbitration of a claim, and the promissory theories that ground uptake in the emergence of particular mental experiences, need to revise their accounts of the Uptake Condition to include, what I have called, the *Backward Reach of Uptake*. I have shown how the existing accounts of Uptake pose a problem for cases of promising, especially for ones that involve promising into the future – that is, when our promisees can only receive and uptake our promises in the future (or only *become* our promisee in the future). I have not championed any particular theory of promising in this paper. The backward reach of uptake is compatible with multiple, varied contemporary theories of promissory obligation, a compatibility that I have demonstrated in Section 3. Most significantly, I have made a case that promissory obligation can arise before the actual completion of a promise.

The University of Connecticut

iNotes:Acknowledgements: I owe thanks for the comments, objections, and questions given to me by my audiences at the Rocky Mountain Ethics Congress in 2015, the Time Bias and Future Planning Workshop in 2015, the philosophy departments at the University of Pennsylvania and Virginia Polytechnic Institute, the Normative Ethics Workshop at Princeton University, and the law school at the University of Connecticut. In particular, I want to thank Tom Dougherty, Julia Driver, Johann Frick, Tristram McPherson, and Eric Wiland for their helpful comments and suggestions.

See Austin (1955, p.19).

ii See Owens (2006, pp. 51-77).

iii See Darwall (2006; 2011).

iv Notice that I here use “uptake” as a verb. The word “uptake” in the existing philosophical literature on promising is a noun. However, I am stipulating a verb-version of the word because it is simple and helpful. “Uptake” as a verb means: going through the act or process of supplying uptake for a speech act performed by another.

v See Scanlon (1998, p. 304).

vi See Thomson (1990).

vii See Friedrich and Southwood (2011).

viii I tried to choose an engaging case. However, if my reader feels that the topic of monogamy is too morally complex for use in the analysis of a promise, then consider instead that Bertha has promised to stop smoking or to give up eating meat – both of which might be important matters to Adam.

ix For a good overview of this debate, combined with a compelling argument that we can have promissory obligation that we cannot discharge, see Driver (2011, pp. 183-197).

x Owens (2012, p. 227).

xi Some of the trained philosophers among this group might well prefer that the promise is broken, for non-identity related reasons. They might be glad that the candidate did not establish a policy that might have resulted in someone else, and not them, existing at all. However, unlike with the Non-Identity Problem that Derek Parfit (1984) describes, this case of the political promise does not generate a problem. After all, we can hold someone to a promise, and hold her accountable for breaking it, even if we are glad that she broke it.

References:

- Austin, J. L. 1955. *How To Do Things With Words*. Edited by J. O. Urmson and Marina Sbisa (London: Oxford University Press, 2nd edition: 1975).
- Darwall, Stephen. 2006. *The Second-Person Standpoint: Morality, Respect, and Accountability* (Cambridge, MA: Harvard University Press).
 - 2011. "Demystifying Promises" in *Promises and Agreements* ed. Sheinman, Hanoch. (London: Oxford University Press). pp. 255-276.
- Driver, Julia. 2011. "Promising Too Much" in *Promises and Agreements* ed. Sheinman, Hanoch. (London: Oxford University Press). pp. 183-197.
- Friedrich, Daniel and Nicholas Southwood. 2011. "Promises and Trust" in *Promises and Agreements* ed. Sheinman, Hanoch. (London: Oxford University Press). pp. 277-294.
- Owens, David. 2006. "A Simple Theory of Promising." *Philosophical Review*. 115: 51-77.
 - (2012) *Shaping the Normative Landscape* (London: Oxford University Press).
- Parfit, Derek. 1984. *Reasons and Persons*. (Oxford, UK: Oxford University Press).
- Scanlon, T.M. 1998. *What We Owe to Each Other* (Cambridge, MA. Harvard University Press).
- Thomson, Judith Jarvis. 1990. *The Realm of Rights* (Cambridge, MA: Harvard University Press).