

To appear in *Promises and Agreement: Philosophical Essays*, ed. H. Sheinman, Oxford University Press, 2011, pp. 275-92.

Promises and Trust

Daniel Friedrich and Nicholas Southwood

I. Introduction

It is natural to suppose that what makes promises morally distinctive has something to do with the ways in which they involve trust. Just what this comes to, however, is not entirely clear. Gary Watson speaks of promising as “entitling others to take one’s utterance as trustworthy” (2004: 61). David Hume says that by breaking a promise, the promiser “subjects himself to the penalty of never being trusted again” (2000: 335). Dori Kimel proposes that by keeping a promise “a promiser can rehabilitate her reputation as a trustworthy person” (2003: 20).

We suggest that in making a promise the promiser invites the promisee to trust her to do something. In inviting the promisee’s trust, and having the invitation accepted (or at least not rejected), the promiser incurs an obligation to the promisee not to betray the trust that she has invited in promising. In breaking the promise, she violates this obligation. Such a view has been hinted at elsewhere.¹ But it has not been developed in any detail. Our aim in this essay is to do just that.

¹ We first proposed the Trust View as an improved modification of T. M. Scanlon’s Assurance View in Southwood and Friedrich (2009). Baier (1986: 245), Kimel (2003: 26–27), and Shiffrin (2008: 517-519) also appear to be sympathetic to something very much like the Trust View.

We begin, in section II, by simply spelling out the “Trust View,” as we call it, in more detail. In section III, we say something about its appeal, focusing in particular on its considerable explanatory power. In section IV, we show that it compares favorably with three rival theories—the Assurance View of T. M. Scanlon, the Reliance View of Judith Jarvis Thomson, and the Authority View of David Owens—theories to which it bears important affinities but to which we argue it is ultimately superior. In section V, we defend it from several objections.

II. The Trust View

Suppose that Albert has been unfaithful to his wife, Berta. She is deeply hurt. He is full of remorse. He sincerely promises her that he will be unerringly faithful henceforth. According to the Trust View, in promising to Berta that he will be faithful to her, Albert invites her to trust him to be faithful to her. In virtue of inviting her to trust him to be faithful to her, and having the invitation accepted (or at least not rejected), Albert incurs an obligation not to betray the trust that he has invited in Berta. The wrong involved in his breaking his promise, if he chooses to do so, is a matter of his violating this obligation, that is, of his betraying the trust that he has invited.

At the heart of the Trust View is the idea of *inviting someone to trust one to do something*. To explicate this idea, consider first what it means for someone to *trust* one to do something.² For someone to trust one to do something she must have a certain *faith* or *optimism* in one’s character insofar as one’s doing it is concerned. Suppose that Berta believes that Albert will be faithful to her simply out of fear (perhaps serial infidelity is punishable by death in their society) or greed (perhaps the considerable matrimonial assets are in her name alone). In neither case

² There is considerable disagreement among philosophers about just what trust involves. Cf. Baier (1986), Hieronymi (2008), Holton (1994), Jones (1996). We intend the following to be relatively neutral.

does it seem appropriate to say of Berta that she “trusts” Albert to be faithful to her. To trust Albert to be faithful, she must regard him in a certain light, namely, as someone disposed to be moved by certain kinds of reasons: a recognition of the value of their marriage, a concern for her happiness, a respect for her as his wife, and so on.

It is important not to confuse trusting one to do something with trusting one simpliciter. Trust simpliciter seems to require a relatively all-encompassing faith or optimism in one’s character. Those whom an individual trusts simpliciter are those whom she is prepared to view in a generally positive light. Trusting one to *do* something, in contrast, involves a form of faith or optimism that is more limited, since it is tied to the performance of some particular action or actions. It is quite possible for someone to have this more limited kind of faith or optimism in one’s character without trusting one simpliciter. A generally suspicious client, who would not dream of trusting one to keep a personal secret, might still trust one to look after his finances. A bitter ex-wife, whose faith in one’s character has been irredeemably damaged in the course of an acrimonious divorce, might nonetheless trust one to look after the children.

It seems crucial to someone’s trusting one to do something that the thing she is trusting one to do has a certain *importance* for her. Suppose that Albert and Berta’s marriage is an open one, or merely a marriage of convenience, and that Berta could not care less how or with whom Albert spends his nocturnal hours. In such a case, it would be decidedly odd to speak of Berta’s “trusting” Albert to be faithful. For her to trust him to be faithful, she must have something at stake; his sexual conduct must be of some importance to her; she must be in some measure vulnerable to his unfaithfulness.

This brings us to the idea of *inviting* someone to trust one to do something. In issuing such an invitation, one is in effect signaling to the other individual one’s recognition of the importance

that the relevant action has for her, and one's willingness to be moved on that basis, to license her to have the requisite faith or optimism in one's character with regard to the performance of that action. Issuing an invitation to trust is thus not simply, or even primarily, a matter of trying to *get* her to trust one. Rather, it represents, first and foremost, a kind of *overture* to the other individual to be party to a certain kind of relationship—an overture that has the character of an offering, or even a gift, inasmuch as one's willingness to be party to the relationship, potentially onerous to oneself, is itself grounded in one's recognition of what is important to her.

An invitation to trust, like any other invitation, can be accepted or rejected. It may be that in response to Albert's invitation to trust him to be faithful in the future, Berta rejects the invitation, saying, "There is no way I will ever trust you again." However, if she accepts (or perhaps at least does not reject)³ the invitation, then it seems their relationship is relevantly transformed. Were he to err again, he would not only have done something he knows she wants him not to do. Rather, he would have betrayed the trust he had invited.

According to the Trust View, then, in promising the promiser makes the aforementioned kind of overture to the promisee, displaying her willingness, conditional on the promisee's acceptance (or nonrejection) of the overture, to be party to a certain kind of relationship with the promisee, namely one in which the promisee has a certain faith or optimism in the promiser's character that the promiser will perform some action that is of importance to the promisee. In so doing, and having the overture accepted (or not rejected), the promiser incurs an obligation to the promisee not to betray the trust she has invited. The distinctive wrong involved in breaking a promise is precisely a matter of violating this obligation.

³ We shall remain neutral about whether acceptance of the invitation is required or whether mere nonrejection suffices.

III. Some Virtues of the Trust View

Having done something to clarify the Trust View, we shall now turn to the task of defending it. There are, we think, many considerations that can be adduced in its favor. One notable virtue is that it is admirably faithful to our pretheoretic sense of what is involved in making and breaking promises. Consider, for example, the phenomenology associated with being on the receiving end of a broken promise. When someone has broken a promise to us, we feel let down, used, taken advantage of—as if the promiser has betrayed the trust she has invited in us. Or again, consider the ways in which the language of trust is deployed within the practice of promising. We often make promises simply by saying “I will X. Trust me.”⁴ Promises are often accepted and rejected by saying things like “OK, I trust you,” “Sorry, I just don’t trust you.” When a promise has been broken, promisees will often say things like “You have betrayed my trust,” “You asked me to trust you, and you have let me down,” “Don’t bother asking me to trust you again.”

In addition to having considerable intuitive plausibility, the Trust View also has impressive explanatory power. First, it offers a compelling explanation of certain “formal” features of promises. Take the fact that genuine promises involve actions that promisers take promisees to want promisers to perform. The mafia boss’s utterance to the informant—“I promise that I’ll make you regret this”—is a threat, not a genuine promise. The Trust View explains why this is so. Inviting someone to trust one to do something involves a recognition by the would-be trustee of the importance of the action to the would-be truster. In contrast, the mafia boss is completely

⁴ See Scanlon (1998: 306). Of course, this is not to say that we *always* make promises by explicitly employing the language of trust, simply that we *often* do so.

indifferent to what is of importance to the informant. Far from inviting his trust, he is signaling his intention to make the informant's life as unpleasant (and as short) as possible.

Or take the so-called uptake requirement—the fact that for a promise to exist it must be somehow “accepted” (or at least not “rejected”).⁵ The Trust View offers a straightforward explanation of why this should be so. According to the Trust View, promising involves issuing an *invitation* to the promisee to trust her to do something—an invitation that, like any invitation, can be accepted or rejected.

Or take the standards of competence that must be met by both would-be promisers and promisees. Individuals who are severely cognitively limited or impaired, such as infants and the severely mentally disabled, are plainly unable to make promises. Nor are we able to make promises to them in turn. The Trust View explains why. Issuing invitations to trust and accepting or rejecting such invitations involve an appreciation of the complex dynamic of the trust relationship: the importance of certain things to the would-be truster; the role of faith or optimism in the would-be trustee's character; the idea of a commitment to do something potentially onerous. Clearly, individuals who are severely cognitively limited or impaired will not be able to grasp these complex ideas and will consequently be unable to issue or accept an invitation to trust.

Or consider the background conditions that must be met in order for promising to be possible. Promising seems to presuppose a certain minimum background of trust. In circumstances in which trust is wholly absent—think of the nastiest kind of Hobbesian state of nature—promising seems to be impossible. Once again, the Trust View explains why this should

⁵ See e.g. Thomson (1990: 298); Owens (2006: 73).

be so. It is part of the logic of invitations that they presuppose at least some chance of being accepted. If one knows that one's frail elderly great-great-grandmother cannot leave her hospital bed, then even if one sends her the stock "invitation" to one's wedding one is not so much inviting her to attend as trying to make her feel part of what is going on. Similarly, if one inhabits a state of nature in which one knows that there is no prospect of being trusted to perform some action, then it seems impossible to issue a genuine invitation to trust.

The Trust View also offers a persuasive account of the *point* of promising. What promises do, according to the Trust View, is to relevantly modify one's relations with others by licensing others to have faith and optimism in one's character with regard to the performance of actions that are of importance to them. In some cases, such as in Hume's famous example of the farmers who require one another's help to harvest their crops, such a modification is largely of instrumental value. What the farmers want is to be able to rely on one another's assistance. Inviting trust (and having the invitation accepted) helps to achieve this end by transforming their relationship from one in which they were virtual strangers into one in which they have put their characters on the line, one in which they have made a valuable overture to one another and had the overture accepted. If either farmer fails to help the other, he will not simply be failing to do something that he knows the other wants. He will now also be violating the terms of the relationship that he has sought to bring about.⁶

⁶ This might be thought to be too quick. As we have noted, being confident that someone will do something simply because one takes her to have self-interested reasons for doing it is not the same as trusting her to do it, since the latter requires having a certain faith or optimism in her character. It might be objected that this feature of the Reliance View means that it cannot explain how Hume's farmers could come to trust one another and thus to be able to rely on one another's assistance. To respond to this worry, let us distinguish two interpretations of Hume's case.

The modification in one's relations with others may also go beyond being merely of instrumental value. This may be true in circumstances where trust has been damaged (as in the case of Albert and Berta). In such circumstances, promises can play an important role in helping to repair trust that once existed but that has been somehow compromised or called into question.⁷ Even in circumstances where trust is relatively plentiful, inviting trust may have important expressive value, namely, the value of expressing to a would-be truster that one is in some sense putting her first; that one is acknowledging what is important to her; and that one is willing to license her to expect one to act on that basis.

Perhaps most important, the Trust View is also capable of explaining certain core aspects of the distinctive *obligation* that we incur in making promises and violate in breaking them. Consider, for example, what Stephen Darwall calls the special "second-personal" character of promissory obligation: the fact that the obligation to keep a promise is owed specifically to the promisee, and that when you break a promise you are wronging the promisee in particular, rather

The first interpretation holds that, although only narrowly self-interested reasons are operative in their initial interaction, Hume's farmers are in principle sensitive to other reasons—for example, the reason not to betray another's trust. On this interpretation, the Trust View obviously has no difficulty explaining the possibility of trust between the farmers. The second interpretation holds that Hume's farmers remain responsive throughout solely to narrowly self-interested reasons. In that case there would indeed be no basis for one farmer's trusting the other to do something. Assuming that this fact is transparent to the farmers, the Trust View entails that the farmers could not resolve their quandary by making promises. Put another way, the Trust View entails that promising is pointless or impossible if people are (transparently) exclusively self-interested. This strikes us as the intuitively correct result. We are grateful to Hanoch Sheinman for pressing us to be clearer on this point.

⁷ Recall Hume's remark that by breaking a promise the promiser "subjects himself to the penalty of never being trusted again" (2000: 335), and Kimel's remark that by keeping a promise "a promiser can rehabilitate her reputation as a trustworthy person" (2003: 20).

than merely committing a wrongful action.⁸ According to the Trust View, promising involves bringing into existence a special kind of relationship between promiser and promisee. In making a promise, it is specifically the promisee whose trust one has invited; and in breaking a promise, it is specifically the promisee whose trust one has betrayed.

Or again, consider the special *stringency* of promissory obligation. A number of philosophers have noted that the obligation to keep a promise can typically only be dissolved by the promisee's releasing the promiser from the obligation. It cannot be dissolved, for example, merely by the promiser giving timely warning of nonfulfillment or some kind of compensation after the event.⁹ This is exactly what the Trust View predicts. It is clearly an essential feature of the trust relationship that performance of the very action that one is trusting another individual to perform is required to express adequate fidelity to the relationship. Suppose that Albert were to inform Berta that, notwithstanding having previously invited her to trust him to be faithful to her, and having the invitation accepted, he has decided to have another affair after all. Or suppose that he were to go ahead and have the affair, and then seek somehow to compensate Berta. This would hardly constitute honoring the trust he invited in her. Indeed, it would be incontrovertible proof that the faith and optimism in his character that he had invited was badly misplaced.¹⁰

The Trust View, then, possesses many important virtues. In addition to having substantial intuitive plausibility, it can explain various "formal" features of promising, the point of

⁸ See Darwall (2010) (chapter 11 of this book). See also Darwall (2006a: 214) and (2006b: 203–208) as well as Scanlon's critique of Hume's practice-based account (1998: 314).

⁹ Scanlon (1998: 301).

¹⁰ To be sure, giving timely warning or offering compensation may be preferable to simple nonperformance. But it would still be falling short of living up to the trust one has invited.

promising and core aspects of the distinctive obligation that we incur in promising. It is, in short, a view with considerable appeal.

IV. The Trust View Contrasted: Assurance, Reliance, and Authority

Appealing as it is, one might nonetheless wonder whether the Trust View really represents a genuine alternative to, and improvement on, certain of its rivals. In particular, there are several other theories that have loomed large in the recent literature on promises to which the Trust View bears an important resemblance. It will be useful to say something about how it differs from these rival theories, and why we should think it is superior to them.

The Assurance View

Consider, first, T. M. Scanlon's influential version of the Assurance View (1998: ch. 7).¹¹ This holds that the wrong involved in breaking a promise is a matter of violating an obligation that we incur to the promisee in virtue of creating in her a particular kind of assurance that we shall perform or refrain from performing some action.¹² Scanlon's Assurance View has evident

¹¹ Earlier proponents of something much like the Assurance View include Sidgwick (1874), MacCormick (1972) and Narveson (1971). Contemporary philosophers who draw on Scanlon's account include Kolodny and Wallace (2003), Pratt (2003, 2004), and Watson (2004).

¹² More precisely, for the assurer to give the assuree the kind of assurance that generates the relevant obligation of fulfilment is for the assurer to voluntarily and intentionally create in the assuree an expectation that the assurer will X, where the assurer's X-ing is something that the assurer takes the assuree to desire or value and wants to be assured of; and both the assurer and the assuree know that the assurer has the aforementioned intentions and beliefs, they both know that they know it, and both know that they know that they know it, and so on ad infinitum. See Scanlon (1998: 304). Notice that in the context of his discussion of the "value of assurance" and especially the discussion of Harold and the "Guilty Secret," Scanlon appears to come close to suggesting that assurance is factive,

affinities with the Trust View. Inviting trust and creating assurance are obviously closely related.¹³ This can be seen by the fact that they typically go together. In promising to pick up Donna's kids from school, her neighbor Chris will typically be *both* inviting Donna to trust him to pick up the kids *and* creating assurance in Donna that he will do so.

Nonetheless, the Trust View and the Assurance View remain importantly different. First, creating assurance need not involve any invitation to trust. Suppose that Wilko, the barman of the Dingo's Jaws, has heard on the grapevine that Gazza, a popular local and occasional drinking buddy at the Dingo, has been interviewed for a job in Wagga Wagga. When Wilko asks him outright if the rumors are correct, Gazza tells him sincerely that he has no desire to live in Wagga Wagga, and that even if he is offered the job he won't take it.¹⁴ In doing so, Gazza might very well be intentionally and voluntarily creating assurance in Wilko that he will not take the job. However, it need not be true that he is inviting Wilko to trust him not to take the job. Inviting trust, as we have seen, involves licensing the other to have faith or optimism in one's character

i.e. that it involves not merely having a belief but having a *true* belief about the assurer's future conduct. However, since the proponent of the Assurance View is committed to the claim that all paradigmatic promises create assurance on the part of promisees, this would entail that it is impossible to break a paradigmatic promise. If assurance entails true belief, then a paradigmatic promise that one will X entails that one will X. If one fails to X, then one will have failed to make a paradigmatic promise, since the promisee will have failed to have a true belief that one will X and thus have failed to have been assured that one will X. We shall therefore assume that "assurance" is not to be understood as factive.

¹³ Indeed, many authors simply conflate the two. A good example is Watson (2004: 70), who writes: "I have been working with an oversimplified picture of the connection between assertion and assurance, between assertion and trust. In pressing the parallels between promising and asserting, I said at one point that both assertions and promises can be glossed as, "P; trust me." This gives the impression that the function of assertion is, like promising, to provide assurance."

¹⁴ We present a more detailed version of this example in Southwood and Friedrich (2009).

with regard to some action. And it may be wholly inappropriate to describe Gazza's conduct in this way. He may be simply imparting information to Wilko, telling Wilko something he knows Wilko wants to hear, and making it reasonable for Wilko to have a certain belief about his future plans.¹⁵

Second, we can also invite someone to trust us to do something, and have the invitation accepted, without creating assurance. Suppose that when Albert asks Berta to trust him to be faithful, Berta responds, "Look, Al. I know you're sincere. But I'm just not convinced that you won't do it again. Even so, I'll give you one last chance. If you screw up, don't ever bother to ask me to trust you again." Though Albert has had his invitation to trust him to be faithful accepted, he has not succeeded in creating assurance in Berta that he will be faithful.¹⁶

¹⁵ That we can create assurance without inviting trust should be unsurprising. Assurance is a normatively thinner attitude than trust. To have assurance that someone will do something is simply to have a belief about a state of affairs that one wants to obtain. It is therefore consistent with B's being assured that A will do X that B believes that A will do X for any number of reasons—that she will make a lot of money if she does X, that she is afraid of doing otherwise, that her tyrannical parents will see to it that she does X, or whatever. At bottom, creating assurance is about information—information that can be useful and desired, but information nonetheless. Inviting trust, on the other hand, centrally concerns expressing one's willingness to be party to a certain kind of relationship—a relationship of trust. Trust seems to preclude certain reasons. In order to trust you to do something, it is not enough that I think you will do it out of self-interest or fear. Rather, I must see you as being disposed to be motivated by certain kinds of consideration, namely, those that support my faith or optimism in your character with regard to the action in question.

¹⁶ At a first glance, this might strike one as rather strange. How is it possible to have an invitation to trust accepted without assurance being created? One might, of course, insist that it is enough that the invitation be not rejected. But assuming that acceptance is required, there are two possible avenues open to the proponent of the Trust View. One is that accepting an invitation to trust one to do something requires trusting one to do it; but that trusting one to do something does not require believing that one will do it. For example, if trust is an affective, noncognitive state, as a

The Trust View represents a significant improvement on the Assurance View. As the example of Gazza and Wilko shows, where assurance is created in the absence of an invitation to trust, it is simply implausible to suppose that the kind of obligation that is involved in making a promise is brought into existence.¹⁷ Though Gazza creates assurance in Wilko that he will not move to Wagga Wagga, he is plainly under no obligation to Wilko not to move. Suppose that the job is offered to him and, on reflection, he changes his mind and decides that he should like to go to Wagga Wagga after all. It would be preposterous to insist he is under an obligation to Wilko to decline the job. He might be under an obligation to let Wilko know that he has changed his mind, that what he said previously no longer holds. But the idea that he is bound to stay put just because he told Wilko about his future plans cannot seriously be maintained. Since Gazza does not invite Wilko to trust him to stay put, the Trust View, unlike the Assurance View, is not committed to this implausible claim.

number of philosophers have argued, then it should not be surprising that one can be in the relevant affective state without holding the associated belief. (Proponents of affective accounts of trust include Becker [1996], Jones [1996], and Lahnó [2001]). For a different approach to trust that also aims to leave room for the possibility of trust without the associated belief, see Holton [1994]). On this picture, in accepting Albert's invitation, Berta might actually be said to come to trust Albert. The other possibility is that, even if trusting one to do something does require believing that one will do it, someone can accept an invitation to trust one to do something without actually coming to trust one to do it. On this view, what Berta would be doing in accepting the invitation is something like giving Albert a chance to *earn* her trust, to prove he can be trusted, even though she does not actually trust him at present. In doing so, she might be moved by a desire to restore their relationship and to reestablish the trust that has been lost.

¹⁷ For a detailed defense of this claim see Southwood and Friedrich (2009). See also Owens (2006) and Shiffrin (2008).

Moreover, as the example of Albert and Berta shows, the kind of obligation that is involved in making a promise can arise in contexts where no assurance has been created. By promising that he will be faithful to her, Albert is obligated to keep his promise, whether or not he succeeds in assuring Berta that he will do so. If he commits additional infidelity, Albert can hardly defend himself by citing his failure to assure her. This seems wholly beside the point. Promises without assurance remain binding. The Assurance View is unable to explain the obligation to keep non-assurance-generating promises. Since cases like Albert's nonetheless involve an invitation to trust that is accepted, the Trust View has no comparable difficulty.

The Reliance View

Next, consider Judith Jarvis Thomson's version of the Reliance View,¹⁸ according to which the wrong involved in breaking a promise is a matter of violating an obligation that we incur to the promisee in virtue of inviting her to rely on one to do something, and having the invitation accepted (or not rejected). Thomson's Reliance View is importantly similar to the Trust View. Both views involve the notion of an invitation that can be accepted or rejected. Moreover, trust and reliance appear, at least on the face of it, to be much closer than trust and assurance, say.

Once again, however, it is important to be clear about where the two views differ. First, inviting someone to rely on one to do something does not entail inviting her to trust one to do it. Suppose that two felons on death row are desperate to escape from a maximum-security prison. Each requires the help of the other to do so. Each has a lot to gain from cooperating and nothing to gain from not cooperating. So each invites the other to rely on him to help the other escape,

¹⁸ Thomson (1990). An earlier and somewhat different version of the Reliance View was proposed by MacCormick (1972).

and each accepts the other's invitation. Yet neither felon need invite the other to *trust* him to help the other escape. Trust involves faith or optimism in another's character. But the two felons may be wholly unconcerned with the quality of one another's character. It may be that all they care about is being able to successfully execute the plan to escape in the knowledge that the other will do his part. For that it is enough that they know that their interests are perfectly aligned and that each has strong self-interested reasons for cooperation.¹⁹

Second, nor does inviting someone to trust one to do something entail inviting her to rely on one to do it. Suppose that Emily is sitting by the side of her dying husband, Frank. Suppose, moreover, that it has long been Frank's heartfelt wish that Emily seek reconciliation with their estranged daughter, Gabriela. Emily has stubbornly resisted for forty years. But seeing her beloved husband struggle and realizing that this might be her last chance to express her love to him, she suddenly reaches a decision. Taking his hand and looking into his eyes, she says, "I am going to sort things out with Gabriela. Trust me." Visibly relieved, Frank says "Thank you," and dies. It is clear that in this case Emily has invited Frank to trust her to make amends with their daughter. But it does not seem plausible to say that she has invited him to *rely* on her making such amends. To rely on someone to do something is to make plans on the basis that she will do it. But both Frank and Emily know that Frank is well and truly beyond making any further plans.

Once again, the Trust View is superior to the Reliance View in certain respects. As the example of the felons shows, invitations to rely that are not accompanied by corresponding invitations to trust do not suffice to create the kind of obligation that is involved in making a promise. Although the felons plausibly incur *some* obligation, the obligation lacks the special

¹⁹ It is also worth noting in this context the oft-made observation that reliance can only be disappointed, whereas trust can be betrayed (Baier [1986: 235], Holton [1994: 66]).

stringency of promissory obligation. To see this, suppose that, after the felons' invitation to rely has been issued, and accepted, but before any actual reliance has taken place, one of the felons changes his mind, and informs the other that he is not prepared to go through with their plan to escape. Under these circumstances, it seems that the initial obligation of fulfillment is wholly dissolved, and that the second felon is in no position to insist otherwise. Compare this to the obligation to keep a promise. As we have seen, promissory obligation can typically only be dissolved by the promisee's releasing the promiser. Giving timely warning does not suffice to dissolve the obligation to keep a promise. Giving timely warning may, of course, induce a promisee to release the promiser. It may also be preferable to simply not doing as one has promised. But the fact remains that a promisee is entitled to insist that a promiser does as he has promised. So, while each of the felons has certainly invited the other to rely on her to help the other escape, and had the invitation accepted, they do not incur the kind of obligation that we incur in making a promise. This is exactly what the Trust View predicts, since there is no invitation to trust. But it constitutes a counterexample to the Reliance View.²⁰

Moreover, as the example of Emily and Frank shows, the kind of obligation that is involved in making a promise can arise in contexts where no invitation to rely is made. Recall Emily's words to her dying husband: "I am going to sort things out with Gabriela. Trust me." As we saw, Emily is not plausibly construed as inviting Frank to *rely* on her to sort things out with Gabriela. Even so, it seems that she is still subject to the kind of obligation involved in making a promise.

²⁰ Could one avoid this objection by modifying the Reliance View so as to claim that the kind of obligation involved in promising only comes to exist once *actual* reliance has come into play? The problem with such a view is that it would entail that it is not wrong to break a promise that has not (yet) actually been relied on. For criticism of this claim, see Sheinman (2000) and Pratt (2004: 20–23).

Were she to fail to attempt to effect a reconciliation with Gabriela, we would take her to have wronged Frank, and to have made herself subject to the kind of moral censure that is appropriate in the case of breaking a promise. But since there is no invitation to rely, the Reliance View, unlike the Trust View, cannot explain the presence of the relevant obligation.

The Authority View

While creating assurance and inviting reliance bear a close resemblance to inviting trust, they are normatively thinner in ways that make attempts to ground promissory obligation in them correspondingly less compelling. Recently, David Owens has advanced a theory that is based on another normatively rich notion, the notion of *granting authority*.²¹ According to Owens, under normal circumstances, each individual has sole authority over at least many areas of her life. It is typically our business and our business alone, whether we go to a party and when we leave it, whether we have a glass of wine with our meal, whether we help our neighbors move house, and so on. It is not up to others to decide whether we do these things. What promising does, on Owens's view, is change this. In promising to drive you home from the party whenever you want, I grant you the authority to decide when I shall leave the party. It is now no longer simply up to me to decide when I may make my exit. Were I to ignore your request to leave, I would have wronged you by failing to respect the authority I have granted to you. According to Owens,

²¹ Owens (2006) and (2007)

the wrong involved in breaking a promise, then, consists in violating an obligation to which one is subject in virtue of having granted someone the authority to decide how one shall act.²²

How are the Trust View and the Authority View different? First, granting someone the authority to determine what one shall do obviously does not entail inviting her to trust one to do it. Suppose that Henry has been unable to find matrimonial felicity on his own, and so decides to seek the help of the renowned Indira, giving her absolute authority to choose the woman he will marry. As a result, whom he will marry is now solely up to Indira. She has the authority to decide who he is to marry. . Clearly, though, Henry has not invited Indira to *trust* him to do anything. In ceding authority, he is not concerned with what is of importance to her. Quite the contrary. Both are moved by what is of importance to *him*, namely, to find a suitable marriage partner. Nor is he signaling that he is willing to license Indira to have faith or optimism in his character. Indeed, both may think that such faith or optimism is wholly unwarranted.

Second, inviting someone to trust one to do something need not involve granting her authority. Recall the case of Emily's inviting Frank to trust her to make amends with Gabriela. The idea that Emily is also thereby granting Frank *authority* to require her to make amends with Gabriela seems very odd indeed. What we are trying to do when we grant authority to another individual is to license her to make decisions about how we are to act. But Emily and Frank know that he will not be around to make such decisions. It would thus be utterly pointless to attempt such a transfer of authority in Frank's case.

²² Note, the notion of "authority" figures at two crucial junctions in Owens's theory: authority is what we grant someone in making a promise, and our interest in authority is said to explain the "function" of promising. We are doubtful of the latter claim, but will here focus only on the former.

Once again, the Trust View represents an improvement on the Authority View. As the case of Henry and Indira shows, granting someone authority to determine what one shall do is not sufficient for incurring the kind of obligation involved in making a promise. If Indira exercises her authority and instructs him to marry the beautiful Jessica, he would not be wronging *Indira* were he to ignore her command. She may be angry at his foolhardiness, or complain about his erratic and inconstant behavior, but she cannot complain that he has violated an obligation to her, the kind of obligation that he would have incurred had he promised her to marry whomever she chooses. This creates a serious problem for the Authority View. The Trust View, in contrast, stands unscathed, since Henry does not invite Indira to trust him to do anything.

Moreover, as the case of Emily and Frank shows, there are obligations of the kind involved in making a promise that an appeal to granting authority cannot explain. Emily does not grant Frank authority to decide how she is to act. In contrast, the Trust View provides a compelling explanation of the obligation that is involved in making promises to those on their deathbeds. Emily does invite Frank to trust him to sort things out with Gabriela, even though he will not be around to see her carry out his wishes.

We have contrasted the Trust View with three rival theories that have loomed large in the recent literature. We have argued not only that the Trust View is genuinely distinct from the Assurance View, the Reliance View, and the Authority View but also that it is superior to them in certain important respects. Inviting trust is both more and less than creating assurance, inviting reliance, and granting authority. And the ways it is more and less, we have argued, are crucial to its ability to provide a more plausible theory of promissory obligation.

V. Objections

Let us now consider several objections to the Trust View. First, it might be said that inviting trust is ubiquitous in human communication, and that the Trust View consequently implies an absurd inflation in our obligations. Whenever we assert something, and/or tell someone something, we invite her to trust us. Indeed, assertions and/or tellings might be thought to have the general form “p; trust me.”²³ But it is plainly false, so the objection goes, that, simply by asserting, or telling someone, that p we thereby incur an obligation to make it the case that p. Thus, when Keith tells Lena that “Sweden has a population of 20 million,” he certainly incurs no obligation to make it the case that Sweden has a population of 20 million.

As it stands, the objection can be quickly answered. The Trust View holds that the kind of obligation involved in making a promise arises specifically when we invite someone to trust us with regard to our future conduct. And Keith’s conduct is not at issue when he tells Lena that Sweden has a population of 20 million. However, the objection can be reformulated. Suppose we focus narrowly on communicative actions that concern the future conduct of the speaker. Thus, suppose that Lena tells Keith: “I’m going to Sweden in May.” We might say that she has invited him to trust her merely by performing an act of telling. But she is surely under no obligation to go to Sweden in May.

We concede that there may be an interesting sense in which Lena can be said to have invited Keith’s trust about something that concerns her future conduct. However, it is not the sense on which the Trust View is based. Call the kind of trust at play in assertion and telling “epistemic trust.” To epistemically trust someone involves something like having confidence in her

²³ Cf. e.g. Watson (2004); Hinchman (2005).

epistemic position with regard to some proposition. To invite someone to have epistemic trust in one with regard to a proposition, in turn, involves something like licensing her to have such confidence in one with regard to that proposition, and to hold one to appropriately demanding epistemic standards. In contrast, the Trust View is based on a kind of “practical trust,” a notion of trust that is essentially tied to character and reasons for action. To trust someone in this practical sense is to have faith or optimism in her character as regards the performance of an action that is of importance to one. To invite someone to trust one in the practical sense, it is not enough simply to license confidence in one’s epistemic position, nor, indeed, to license her to hold one to appropriately demanding epistemic standards. Rather, it involves licensing her to have a certain faith or optimism in one’s character—in a sense, to hold one to certain standards of good character. Cases of mere assertion or telling therefore do not involve inviting trust of the right sort. And so they do not pose a problem for the Trust View.

Second, a related worry may arise as a result of the ubiquity of inviting trust in human relationships. It might be argued that, in the context of participating in certain relationships, we are constantly implicitly inviting individuals to trust us to do certain things. For example, lovers may interact in ways that seem to constitute invitations to trust one another to be faithful, to look after one another, to act with compassion, and so on. And although in such cases genuine obligations are surely in play, it might be said that they are different from the particular kinds of obligations involved in promise-making.

Now we are unsure whether the obligations in such cases really *are* fundamentally different. However, the Trust View can be developed in different ways, depending on which of these options one finds more palatable. If the obligations are fundamentally the same, then the notion of an invitation to trust ought to be understood in a relatively loose way, so as to include the

more implicit and diverse ways we can knowingly encourage the creation of trust. But if the obligations are fundamentally different,²⁴ then the notion of an invitation to trust ought to be understood in a relatively strict sense, such that it involves something like an explicit speech-act.²⁵ Either way, the Trust View has the resources to accommodate this concern.

Third, it might be objected that the Trust View squares poorly with the possibility of promising in intimate relationships, where trust is already plentiful. In such relationships, an invitation to trust might seem at best superfluous, at worst rather offensive. This might seem to have the objectionable consequence of limiting the domain of application of promises to relatively impersonal contexts.²⁶

Even in extremely trusting intimate relationships, trust is seldom absolute. We might trust our lovers to look after our children, but not to stick to the agreed-on budget. We might trust them to defend us when we are not present to a large degree, without trusting them absolutely to do so. Far from being obsolete, invitations to trust can therefore continue to play a significant role in intimate relationships. To be sure, there may be something inappropriate about invitations to trust in circumstances where trust really is absolute. But the same can be said about promising. Suppose that one's partner has, and has always had, absolute trust in one to be faithful to her. In that case, it would be decidedly odd to say to her, as one is going out the door one evening, "Goodbye, darling. I promise you that I'll be faithful to you tonight." Doing so would very likely

²⁴ Of course, this is consistent with claiming that the obligations have a lot in common, and that this is so because they are tied to morally significant ways of creating trust.

²⁵ Nodding in response to a request, for example.

²⁶ Some philosophers are happy to concede that there cannot be promising among intimates. See Markovits, chapter 13 of this book.

have the perverse consequence of calling into question the very trust that, according to the Trust View, promising is meant to be promoting. If anything, then, it is virtue and not a vice of the Trust View that it explains what is inappropriate or deficient about promising in contexts of absolute trust.

VI. Conclusion

The notion of trust is frequently appealed to in passing in discussions of promissory obligation. Our aim here has been to develop in greater detail a view that locates the wrong involved in breaking a promise in the violation of an obligation that we incur by inviting another individual to trust us to do something, and having the invitation accepted (or not rejected). We have argued that the Trust View has considerable appeal in and of itself. We have shown how it is distinct from, but also superior to, three prominent rivals to which it bears some resemblance. Finally, we defended it from several objections. More remains to be said. But we hope we have done enough to show that the Trust View is a view that deserves to be given serious consideration.²⁷

References

- Baier, Annette. 1986. "Trust and Antitrust." *Ethics* 96: 231–260.
- Becker, Lawrence C. 1996. "Trust as Noncognitive Security about Motives." *Ethics* 107: 43–61.
- Darwall, Stephen. 2006a. *Contractualism, Root and Branch: A Review Essay*. *Philosophy and Public Affairs* 34: 193–214.
- . 2006b. *The Second-Person Standpoint: Morality, Respect, and Accountability*. Cambridge, Mass.: Harvard University Press.

²⁷ We are grateful to Hanoeh Sheinman for useful comments on an earlier draft of this article and to many friends and colleagues for discussion that has been invaluable in helping us to develop the Trust View. Southwood's research was carried out under Australian Research Council Discovery Grant DP0663060 "Norms, Reasons, and Values".

- . 2010. “Demystifying Promises.” In H. Sheinman (ed.), *Promises and Agreements: Philosophical Essays*. New York: Oxford University Press.
- Hieronymi, Pamela. 2008. “The Reasons of Trust.” *Australasian Journal of Philosophy* 86: 213–236.
- Hinchman, Edward S. 2005. “Telling as Inviting to Trust.” *Philosophy and Phenomenological Research* 70: 562–587.
- Holton, Richard. 1994. “Deciding to Trust, Coming to Believe.” *Australasian Journal of Philosophy* 72: 63–76.
- Hume, David. 2000. *A Treatise of Human Nature*. Oxford: Oxford University Press.
- Jones, Karen. 1996. “Trust as an Affective Attitude.” *Ethics* 107: 4–25.
- Kimel, Dori. 2003. *From Promise to Contract: Towards a Liberal Theory of Contract*. Oxford: Hart.
- Kolodny, Niko, and Jay Wallace. 2003. “Promises and Practices Revisited.” *Philosophy and Public Affairs* 31: 119–154.
- Lahno, Bernd. 2001. “On the Emotional Character of Trust.” *Ethical Theory and Moral Practice* 4: 171–189.
- MacCormick, Neil. 1972. “Voluntary Obligations and Normative Powers I.” *Proceedings of the Aristotelian Society* 46: 59–78.
- Markovits, Daniel. 2010. “Promise as an Arm Length Relation.” In H. Sheinman (ed.), *Promises and Agreements: Philosophical Essays*. New York: Oxford University Press.
- Narveson, Jan. 1971. “Promising, Expecting and Utility.” *Canadian Journal of Philosophy* 1: 207–233.
- Owens, David. 2006. “A Simple Theory of Promising.” *Philosophical Review* 115: 51–77.
- . 2007. “Dress, Deception, and the Validity of a Promise.” *Mind* 116: 293–315.
- Pratt, Michael. 2003. “Promises and Perlocutions.” *Critical Review of International Social and Political Philosophy and Public Affairs* 6: 93–119.
- . 2004. “Promising and Promissory Obligation.” Ph.D. diss., University of Sydney.
- Scanlon, T. M. 1998. *What We Owe to Each Other*. Cambridge, MA: Harvard University Press.
- Sheinman, Hanoch. 2000. “Contractual Liability and Voluntary Undertakings.” *Oxford Journal of Legal Studies* 20: 205–220.
- Shiffrin, Seana Valentine. 2008. “Promising, Intimate Relationships, and Conventionalism.” *Philosophical Review* 117: 481–524.
- Sidgwick, Henry. 1874. *The Methods of Ethics*. London: MacMillan.
- Southwood, Nicholas, and Daniel Friedrich. 2009. “Promises beyond Assurance.” *Philosophical Studies* 144: 261–280.
- Thomson, Judith Jarvis. 1990. *The Realm of Rights*. Cambridge, MA: Harvard University Press.
- Watson, Gary. 2004. “Asserting and Promising.” *Philosophical Studies* 117: 57–77.