

# The Philosophy of Trust

EDITED BY

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# 5

## Betraying Trust

*Collin O'Neil*

### Introduction

A standard observation about trust is that it can be betrayed (Baier 1986). What philosophers usually mean by this is that trust disposes us to *feel* betrayed by someone's failure to do as trusted. Accordingly, their efforts have been largely focused on explaining this fact by describing the nature or psychology of trust. But there is a more straightforward reading of this observation that calls for a different sort of explanation. Consider friendship, which can also be betrayed. Certainly friendship makes us ready to feel betrayed by someone's failure to act as a good friend. But friendship does more than that—it makes it possible for us to *be* betrayed by someone's failure to act in certain ways. This fact cannot be explained just by describing the attitudes characteristic of friends. A moral explanation is needed: in particular, an explanation of how friendship grounds obligations whose violation constitutes a betrayal, specifically of loyalty.

Trust, like friendship, does not merely ready us to feel betrayed, but can also be betrayed. Although the wrong of a betrayal of trust may be under-theorized, it is a familiar complaint. 'But I trusted you' is its everyday expression. To explain how trust can make it possible to be betrayed by someone's failure to do as trusted, a description of the attitude of trust does not suffice. My aim in this chapter is to make sense of the idea that trust can itself be betrayed by showing how trust can give rise to a distinctive obligation whose violation we would be apt to describe thickly as a betrayal of trust.

In the first section I set out a number of formal conditions that such an obligation must satisfy if its violation is to correspond to our concept of a betrayal of trust. In the second section I ask whether trust could give rise to what I call a 'first-order' obligation to justify trust, and argue that if there is to be a trust-based obligation that meets the formal conditions, it must instead be conceived of as a 'second-order' obligation—that is, an obligation to respect an already existing obligation.

In the third and fourth sections I evaluate two possible accounts of the grounds of a second-order obligation to justify trust. The first involves a form of trust that can have the status of a gift because it does not involve an expectation of trustworthiness, and the second involves a form of trust that cannot count as a gift but can count as an

honour precisely because it does include such an expectation. Only trust that confers an honour will ground a second-order obligation of the appropriate kind. The account of betrayals of trust I ultimately propose is that betrayals of trust consist in the violation of a second-order obligation to vindicate the honour bestowed by an expectation of trustworthiness.<sup>1</sup>

## 1. The Formal Properties of the Obligation

To characterize the kind of trust-based obligation whose violation would count as a betrayal of trust, we must begin with an examination of our concept of a betrayal of trust. We do have a clear sense of the form of this kind of wrongdoing, even if we do not already have a clear idea of its substance. After delineating its formal features, we can then evaluate accounts of its substance on the basis of how well they fit its form.

First, a betrayal of trust violates a *special* obligation. Under the category of 'special' I gather together three features. One is that a betrayal of trust is not merely a wrong but is a wronging of someone. This means that the relevant obligation must be a directed obligation, in the sense of an obligation *to* someone. Another is that a betrayal of trust is necessarily a wronging of someone in particular, namely the truster. So the obligation must be directed to the truster. Finally, only one person can commit a betrayal of trust, namely, the trusted person. This means that the relevant obligation must belong only to the trusted person, such that it is impossible for anyone except the person who is trusted to violate it.

Second, a betrayal of trust violates an obligation to do *specifically* as trusted. If you trust me to pick you up, it is possible for me to betray your trust by failing to pick you up, even if I take steps to ensure that your interests are protected by arranging another ride for you, or by giving you a timely warning. For this to be the case, the relevant obligation must be to do specifically as trusted.<sup>2</sup>

Third, a betrayal of trust is only a failure to do as trusted. If you trust me to pick you up, but don't trust me not to steal from you, then only my failure to pick you up can betray your trust. The obligation must be *exclusively* an obligation to do as trusted.

Fourth, a betrayal of trust violates a *trust-based* obligation. A betrayal of trust cannot occur unless one is trusted: it is always a defence to a charge of having betrayed someone's trust that there was no trust to betray. So the relevant obligation must be based or grounded in trust. Furthermore, the elements that distinguish the form of

<sup>1</sup> The basic elements of the positive account appear in O'Neil (2012: 307–17), although the present version modifies the earlier account in a number of ways. The main aim of that article was to explain 'abuses' of trust, a related wrong I do not discuss here.

<sup>2</sup> Although the obligation must be to do specifically as trusted, this does not mean that what one is trusted to do must also be specific. As Margaret Walker (2006: 80–1) has noted, the focus of trust can range from the very specific, such as descriptions of particular actions, to the more general, such as descriptions of tasks.

trust that can be betrayed (whatever those turn out to be) from other forms of trust must be essential to the generation of the obligation.

Fifth, it is also essential for a betrayal of trust to occur that the trusted person *know* of the trust. The trusted person cannot betray trust that he or she is unaware of. So the relevant obligation must not only be grounded in trust, but also in the trusted person's awareness of that trust. However, in requiring knowledge I am not assuming in advance that the trust must also have been invited or accepted by the trusted person.

To sum up, the relevant obligation should have five formal properties, if its violation is to count as a betrayal of trust. It should be:

- (1) special: an obligation only *of* the trusted *to* the truster;
- (2) specific: an obligation to do specifically as trusted;
- (3) exclusive: only an obligation to do specifically as trusted;
- (4) trust-based: an obligation grounded in trust;
- (5) knowledge-based: an obligation grounded in knowledge of the trust.

Although these five properties follow fairly straightforwardly from our concept of a betrayal of trust, there is a further question that I think our concept leaves open. The question is whether a betrayal of trust can sometimes occur without any other kind of wrongdoing also occurring, or whether a betrayal of trust can occur only when and partly because another kind of wrongdoing is also being committed. Corresponding to these two different conceptions of betrayals of trust are two different types of trust-based obligations. I will call a type of obligation 'independent' if at least some of its instances are *first-order* obligations. First-order obligations are not obligations to respect another kind of obligation: their violation does not presuppose the violation of another kind of obligation. I will call a type of obligation 'dependent' if all of its instances are *second-order* obligations. Second-order obligations are obligations to respect another kind of obligation: their violation presupposes the violation of another kind of obligation.<sup>3</sup>

The most familiar special obligations are independent in the sense that some, though not all, of their instances are first-order. Some promissory obligations, like those deriving from so-called 'redundant promises' (Shiffrin 2011) not to steal from someone or not to lie to someone, cannot be violated without violating an obligation of another type. These promissory obligations are second-order. But the usual point of promises is to create a first-order obligation, namely an obligation to do something one is not already obliged to do.

Obligations of friendship, like promises, have some second-order instances. There is an obligation of friendship to avoid wronging one's friend. Stealing from a friend is not only a violation of his or her property rights, it is also disloyal. But of course friendship also grounds a variety of first-order obligations, such as obligations to spend time with one's friend, to support one's friend, and so on, that can be violated without violating another kind of obligation.

<sup>3</sup> Thanks to Thomas Simpson for helping me to clarify this distinction.

Although these familiar types of special obligations have both first-order and second-order instances, the fact that they do have second-order instances suggests the possibility of a type of special obligation that has *only* second-order instances, a dependent type of obligation. So we should not rule out in advance a conception of betrayals of trust according to which they are always at the same time a violation of another kind of obligation. I will eventually recommend such a conception of betrayals of trust, but only after examining and rejecting the view that trust can generate first-order obligations that satisfy the formal criteria I set out earlier.

## 2. Varieties of Non-Moralized Trust and First-Order Obligations

### 2.1 *Mere reliance*

Matthew Harding denies that there could be ‘an obligation to do what you trust me to do, precisely because you trust me to do it’ (2011: 77), even when trust is invited.<sup>4</sup> Friedrich and Southwood, by contrast, cite an ‘obligation not to betray the trust [one] has invited’ (2011: 280). Both sides have in mind a first-order obligation, so it makes sense to begin by examining this possibility. To do this I will first need to draw a distinction between two broad categories of trust.<sup>5</sup> One category is non-moralized, in the sense that it need not represent the trusted person as under an obligation. Merely relying on someone to do something is non-moral in this sense, but so is a richer form of trust that I will label ‘goodwill trust’. Goodwill trust involves an expectation that the trusted person will do as trusted out of (possibly morally optional) concern or affection for the truster.

Moralized trust is a category of trust that does, by contrast, essentially involve a representation of the trusted person as under an obligation. The distinction is important because, if trust is capable of grounding first-order obligations, only a non-moralized form of trust could play this role. A form of trust that represents the trusted person as under a prior obligation to do as trusted could generate at most a second-order obligation to respect that prior obligation.<sup>6</sup>

I will begin by asking whether mere reliance could generate an obligation that has the formal features introduced earlier. Although trust is usually distinguished from

<sup>4</sup> In what follows I’m indebted to Harding’s argument against such an obligation, although I will ultimately defend its possibility at the second-order.

<sup>5</sup> Although I favour a form of moralized trust as the form of trust that can be betrayed, I would not say that to deserve the name ‘trust’ an attitude must be the kind that can be betrayed. Not only is this unlikely to be an essential feature of trust, but as Thomas Simpson (2012) has argued, trust may not even have an essence.

<sup>6</sup> To believe that it could generate a first-order obligation would imply that, if my trust falsely represents you as under a prior obligation to do as trusted, it could still create an obligation to do as trusted. But it is implausible to think that my trust, which is false or inaccurate in this respect, could still ground an obligation to do as trusted.



mere reliance, it will be instructive to see why mere reliance fails to deliver the right kind of obligation. Next I will consider the richer variety of trust, goodwill trust, to see whether the features that distinguish it from mere reliance enable it to deliver the obligation that mere reliance cannot. Finally, I will examine whether adding an invitation to trust will yield the needed obligation.

Trusting someone to do X usually involves some kind of vulnerability to the trusted person's failure to do X. One form of vulnerability occurs when we rely on someone to do X. Let's suppose that Sara becomes aware that Andy is relying on her to feed his lab mice. He has registered for a conference that would take him away from the lab and if the mice go unfed they will die and set back his dissertation by at least two years. I will assume that, although Sara has become aware of his reliance, she has done nothing to invite or encourage it. I will also assume that she is not, prior to his relying on her, under any obligation to feed his mice: she is not the lab's animal technician.

As Karen Jones (2012: 80) points out, even when Andy's reliance is 'poorly placed or presumptuous', it does not follow that Sara is morally free to turn her back on him. Since the consequences for Andy of his reliance could be serious, Sara may have an obligation to respond appropriately to his reliance. But does this obligation to respond appropriately have the right formal features? If we assume for the moment that mere reliance can be considered trust, then her obligation would be trust-based, in the sense that it would not have existed but for Andy's relying on her. But is it also special and specific?

Keeping in mind that Sara has done nothing, intentionally or negligently, to encourage Andy's reliance, any obligation she acquires as a result of his reliance would not be special, but would derive from a general duty of mutual aid or helpfulness. A third-party, Jonathan, who was aware of Andy's reliance on Sara and in a similar position to help, could have the same obligation to protect Andy's interests, even though Andy is relying on Sara not Jonathan. Yet only Sara could betray Andy's trust.

Nor is the obligation specific in the way it must be to capture our concept of a betrayal of trust. Even where it exists this obligation to respond usually admits of some latitude: it is not necessarily an obligation to do specifically as relied upon (Harding 2011: 78). Perhaps it would be difficult for Sara to feed his mice, but she could arrange for someone else to do it, or at least warn Andy that she is not planning to feed his mice if there is still time for him to make other arrangements. Although Andy is relying on her specifically to feed his mice, not to feed his mice *or* see to it his mice are fed *or* to warn him, she acquires no obligation specifically to feed his mice, but at most an obligation to protect his interests or to give him an opportunity to protect them himself. Yet it is possible to betray trust by failing to do specifically as trusted, even when the truster's interests are protected.

## 2.2 *Goodwill trust*

Sara's obligation to respond to Andy's reliance is, although trust-based, neither special nor specific. If we add the elements that distinguish trusting in a richer sense from merely relying, will this yield an obligation that is special and specific? Goodwill trust,

which adds an expectation of responsiveness to one's vulnerability from concern or affection, is the candidate I will evaluate.

*Goodwill Trust:* A trusts B to do X if A relies on B to do X (or is otherwise vulnerable to B's failure to do X) partly because A expects B to be directly and favourably moved to do X by B's recognition that A is relying on B to do X (or that A is vulnerable to B's failure to do X).<sup>7</sup>

If Sara learns that not only is Andy relying on her to feed his mice, but that he is doing so in part because he expects her to respond to his reliance from concern or affection, does she acquire a special and specific obligation to feed his mice, whereas before she had at most a general and indefinite obligation to help? Again, we are assuming that, although she is aware of Andy's expectations, Sara has neither intentionally nor negligently encouraged them. And if this richer form of trust is to have the potential to ground a first-order obligation, we should assume that Sara does not already have an obligation to feed his mice, and also that Sara does not already have an obligation to display the concern or affection that Andy is expecting.<sup>8</sup>

What difference could this richer form of trust make? Andy's expectation of concern or affection might indicate an additional vulnerability, beyond the risk to his dissertation. There tends to be overlap between the people from whom we expect goodwill and the people we like, so it may be the case that Andy cares about receiving her goodwill in itself. Perhaps her displaying concern or affection for him is important to him because he would like to be friends with her, and this would assure him that a friendship is possible. So let's assume that the absence of this motivation on her part would be bad for him; its presence good for him.

If there were an obligation to respond to this particular vulnerability, not just to protect Andy's dissertation, it would arguably be special. Only Sara could be in a position to address Andy's vulnerability to the absence of concern or affection from Sara herself. While Jonathan's feeding the mice would protect Andy's dissertation, it could not possibly provide Andy with a display of Sara's concern or affection. Such an obligation might even be specific. Whereas the risk to his dissertation from his reliance could be mitigated without doing specifically as trusted, Sara's delivering a timely warning to Andy that she is unwilling to feed his mice may not display the degree of concern or affection Andy desires.

However, it is doubtful that Andy's vulnerability to the absence of her concern or affection as such grounds any such obligation. Sara and Andy are not, we are assuming, already in the kind of relationship that might ground an entitlement to concern or affection. Given this, the fact that a particular demonstration of Sara's goodwill is important to Andy as such would not by itself seem to ground an obligation on her part to respond to it, much less deliver it. While the vulnerability created by Andy's reliance may provide the focus for a general obligation of mutual aid or helpfulness, this other

<sup>7</sup> This formulation is based on Jones (1996), and Friedrich and Southwood (2011).

<sup>8</sup> Thanks to Paul Faulkner for suggesting the need for this assumption.

vulnerability to the absence of her goodwill as such does not appear to provide a focus for any obligation at all.

### 2.3 *Trust that has been invited*

We've seen that even rich trust, in the sense of goodwill trust, does not deliver the right kind of trust-based obligation to do as trusted, at least when such trust has not been encouraged by the trusted person. But what about trust that is invited? Friedrich and Southwood (2011), among others,<sup>9</sup> have argued that promissory obligations derive from a more fundamental obligation not to betray trust that one has invited. They say,

In [inviting trust], and having the overture accepted (or not rejected) the promiser incurs an obligation not to betray the trust she has invited. The distinctive wrong involved in breaking a promise is precisely a matter of violating this obligation. (2011: 280)

Could adding an invitation secure the kind of obligation whose violation would count as a betrayal of trust?

The form of trust they have in mind is the goodwill trust introduced earlier. So let's suppose that Sara invites Andy to trust her to feed his mice, in the sense that she conveys her recognition of the importance this has to him and invites him to rely, on that basis, on her feeding his mice. In this case, Sara may now have a special obligation to respond to his vulnerability, not merely a general obligation of mutual aid or helpfulness. Although Jonathan, who has not invited Andy's trust, may still under some circumstances have an obligation to respond, it is not the same obligation as Sara's. Sara's obligation would be stronger, in the sense that it would require her to go to more trouble to respond to Andy's vulnerability than Jonathan.

But does Sara's invitation to trust yield a specific obligation to feed Andy's mice? It would seem to depend on the kind of invitation to trust she makes.<sup>10</sup> Suppose that Sara knows that Andy is hesitating to register for a conference because his mice need to be fed. She wants to let him know that it would be reasonable for him to rely on her feeding his mice, but she also wants to preserve the option of changing her mind if something comes up, although she thinks it highly unlikely anything will. So she says, 'I know how important those mice are to you, and if you'd like, I'll plan on coming in to feed them. Just so we're clear, however, I am reserving the right to change my mind. But rest assured, I'm very unlikely to do so, so you should go ahead and register for the conference.'

Sara is inviting Andy's trust, in the sense that she is letting him know that it would be reasonable for him to rely on her feeding his mice and even encouraging him to do so, although she is clearly not making a promise, since she is explicitly reserving the right to change her mind. Reserving her right in this way does not make it unreasonable for him to rely on her, since she is highly unlikely to change her mind. In fact, if Sara chafes

<sup>9</sup> See Thomas Pink (2009).

<sup>10</sup> The following line of argument derives from Owens (2012: 218).

under the yoke of promises, by reserving her right she may make it even more likely she will feed his mice than if she promised, and Andy may know this (Owens 2012: 217). Assuming that Andy does trust her in response to this invitation, I do think she acquires a special obligation to protect him from loss. But this does not yield an obligation to do specifically as trusted. She has violated no obligation to Andy if she does change her mind and gives him a timely warning, or arranges for someone else to feed them, and so on. The obligation here is trust-based, and the invitation makes it special, but it is not specific.

When the invitation to trust does not reserve a right in this way and makes what we would call a promise, then it does yield a special obligation to do specifically as promised. But this is not a trust-based obligation (Harding 2011: 77). Although Andy may trust Sara, his trusting her is not essential to the generation of this obligation. As even Friedrich and Southwood concede, all that is required for the invitation to trust (that makes a promise) to create a specific obligation to feed the mice is that Sara perform a speech act of acceptance (2011: 279). The very same obligation could have arisen had Andy not trusted Sara to feed his mice and even had Sara known that Andy did not trust her to feed his mice. Since a betrayal of trust cannot occur without trust, any more than a betrayal of loyalty could occur without a special relationship, the obligation generated by the invitation to trust that makes a promise cannot be the obligation whose violation counts as a betrayal of trust.

We are now in a position to draw a sceptical conclusion about the possibility of an independent trust-based obligation whose violation counts as a betrayal of trust. If trust could ever create a first-order trust-based obligation to do as trusted, it would be trust that was invited. But we've just seen that if the invitation does not make a promise, the resulting trust-based obligation may be special but is not specific. If the invitation does make a promise, the resulting obligation may be special and specific, but is not trust-based. In neither case do we have an obligation with the right formal properties to explain betrayals of trust.

We should therefore abandon the hypothesis that a betrayal of trust consists in the violation of a first-order obligation. But we should not give up on the idea that a betrayal of trust is a distinctive wronging. Although Andy may not have needed to trust Sara to be wronged by her failure to keep her promise, his trust could still be essential to an *additional* complaint: not only has she broken her promise, she has also betrayed his trust.

Here is the way forward. Andy trusts Sara to feed his mice, and it must be possible for any failure to do as trusted, even a timely warning, to betray his trust. This is the specificity requirement. Since Sara has promised to feed his mice, any failure to feed his mice, including a timely warning, will break the promise. But as we've seen, this promissory obligation is not trust-based. What is needed to explain why a timely warning could also betray Andy's trust would be a trust-based obligation with the *same content* as the (non-trust-based) promissory obligation. One way to secure sameness of content would be to conceive of the trust-based obligation as a second-order

obligation to respect the promissory obligation. Any violation of the promissory obligation, such as a timely warning, would also violate this trust-based second-order obligation to respect the promise, thereby betraying Andy's trust. But what form of trust could ground such a second-order obligation, and why would it do so?

### 3. Moralized Trust and Second-Order Obligations

#### 3.1 *The feeling of resentment and the feeling of betrayal*

Earlier I examined non-moralized forms of trust, since only forms of trust that do not essentially involve a representation of the trusted person as under an obligation could possibly ground a first-order obligation. Since we're now pursuing the question of whether and how trust might ground a second-order obligation, we can discuss moralized forms of trust. These accounts are often motivated by, as Katherine Hawley puts it, the idea that 'there is a distinction between trust in a rich sense—trust which can be betrayed—and mere reliance' (2014). I will eventually describe a moralized form of trust that I believe can ground a second-order obligation whose violation constitutes a betrayal of trust. But before I do, I want to point out the gap that exists between explaining how trust can dispose us to feel resentment or betrayal and explaining how trust can be betrayed.

On the most common understanding of the claim that trust can be betrayed, it refers to a certain emotional vulnerability. When we trust someone to do X, we are ready to feel a certain reactive attitude, should we discover that they failed to do X. When we merely rely on someone's doing X, by contrast, we are at most ready to feel disappointed. Usually the relevant reactive attitude is taken to be a feeling of resentment. To feel resentment in particular towards someone is to feel that they have wronged you.<sup>11</sup>

Although most writers have taken the feeling of resentment to be the marker of trust (or have treated the feeling of resentment and the feeling of betrayal interchangeably), recently others such as Cogley (2012) and Frost-Arnold (2008) have drawn a distinction between the feeling of resentment and the feeling of betrayal, taking the feeling of betrayal to be the marker of genuine trust, or at least of an important kind of trust. They suggest that the feeling of betrayal is *about* a more restricted class of wrongings than resentment. Whereas resentment can take the violation of any directed obligation as its object, the feeling of betrayal is only about the violation of a subset of directed obligations: in particular, obligations the violation of which we would be inclined to describe more thickly as betrayals.<sup>12</sup>

<sup>11</sup> A number of authors provide what I am calling 'moralized' accounts of trust, or of important kinds of trust. Some accounts are explicitly moralized in this way (Cogley 2012; Frost-Arnold 2008; McLeod 2002; Nickel 2007; O'Neil 2012). Normative expectation accounts (Faulkner 2011; Holton 1994; Jones 2004; McGeer 2008; Walker 2006) are more challenging to classify.

<sup>12</sup> Possibly Hawley (2014) shares this view, since she restricts the moral content of trust to commitments. But she does not see commitments as a type of obligation, and also does not require that the commitment be directed to the trusted person.

Cogley confines the subset to obligations deriving from friendships and friendly acquaintanceships.<sup>13</sup> Frost-Arnold is more inclusive, and recognizes not only such obligations of loyalty, but also promissory obligations and fiduciary obligations (2008: 73–4). I shall adopt the more inclusive view and understand betrayals as the violation of any obligations deriving from certain kinds of transactions or relationships. Thus there will be betrayals of loyalty, betrayals of fidelity, fiduciary betrayals,<sup>14</sup> and more. The wronging I am seeking to explain—a betrayal specifically of trust—belongs in this category. Although a betrayal of trust may co-occur with any other betrayal, it is not the same betrayal as any of these others.<sup>15</sup>

The readiness to feel resentment and the readiness to feel betrayed can each be satisfactorily explained by moralizing trust. To explain why a form of trust would dispose us to feel resentment, a feeling that is about a wronging, we can say that trust represents the trusted person as under an obligation that is directed to the truster. To explain why a form of trust would dispose us to feel betrayal, a feeling that is about a betrayal, trust should represent the trusted person as under a directed obligation deriving from some transaction or relationship with the truster.

Ascribing moral content to an attitude of trust may explain why, when we trust in this way, we are prone to feel betrayed by a failure to do as trusted. However, ascribing moral content to trust will not, as such, explain how the attitude of trust could *alter*, as opposed to merely reflect, the moral landscape. This is the sort of explanation needed to understand how trust can be betrayed.

While it may be true that ascribing moral content to trust will not in itself explain how trust can make a moral difference, there is another aspect of moralized trust that clearly can alter the moral landscape. Although this aspect of trust can have considerable moral significance, I don't believe it is capable of making the kind of moral difference needed to explain betrayals of trust. Here is why.

Trust can make a moral difference qua vulnerability. Trusting someone to do X is associated with being vulnerable to the trusted person's failure to do X, in the sense that a failure to do X would harm or be bad for the truster. Earlier I explained why being vulnerable to someone's failure to do X would not create an obligation to do X specifically, but at most an obligation to take steps to protect that vulnerability. But vulnerability can make another kind of moral difference when there is already an obligation to do X, such as to keep a promise or not to steal. When A trusts B not to

<sup>13</sup> Specifically, he believes betrayals (of loyalty) are possible when individuals enjoy a relationship that is deep enough to make it the case that they *owe* each other goodwill, in the sense of concern or affection (Cogley 2012: 40–1).

<sup>14</sup> Fiduciary betrayals are often called betrayals of trust, but this is misleading since a non-trusting or even distrusting patient or client could still be the victim of a fiduciary betrayal, though not a betrayal of trust.

<sup>15</sup> A betrayal of trust requires trust, and one can violate promissory obligations, obligations of friendship, and fiduciary obligations that one is not trusted to keep. Betrayals of trust can also occur without promises, friendships, and fiduciary relationships. I may trust a stranger in the airport not to run off with my luggage while I go to the bathroom, and if the stranger knows of my trust, the theft could betray it.

wrong her, A will usually, in virtue of trusting B to respect that obligation, incur additional vulnerabilities beyond the 'vulnerability' to the bare wronging. If A trusts B not to steal her laptop, she may for example rely on B not stealing her laptop by not backing up her work in the cloud. If B does steal her laptop, then she can complain, not only of the theft, but also of the additional costs of reliance. These costs make the theft worse. This is an important way in which trust can make a moral difference. It can *aggravate* a prior wronging by making its consequences worse for the truster, thus making the wronging more serious.<sup>16</sup>

There is no need to identify any distinctive trust-based obligation to explain this kind of moral difference. But it would be a mistake to think that trust's association with vulnerability to harm exhausts its moral significance. The complaint 'I trusted you' makes sense even when the truster did not suffer harm as a consequence of trusting, and even when the truster was never even at risk of suffering such harm. Even when there is harm because of trust, trust seems to do more than merely increase the degree of the wronging. When we trust, at least in a certain kind of way, there is the possibility of a distinct and additional kind of violation. There is a reason we have a concept of a *betrayal* of trust. We would not be content with an account of the moral relevance of friendship that said that wronging someone in the context of friendship is a more serious wrong than a similar wronging of a stranger, whether because wrongs to a friend tend to be more devastating, or even because wrongs to a friend are worse in themselves. We think there is also a distinct and additional *kind* of violation when one mistreats a friend, which is why we label such wrongs betrayals of loyalty. The same is true of betrayals of trust.

### 3.2 *Trust as a gift*

I've explained the gap between moralizing trust and giving an account of betrayals of trust. In the remaining sections I will try to close it. To develop my account I will need to appeal to a distinction within the category of moralized trust. The distinction I have in mind is in terms of the presence or absence of certain expectations accompanying the representation of the obligation.

Some have suggested that only trust that involves an expectation of trustworthiness is genuine (D'Cruz 2015; Hieronymi 2008; Keren 2014). Others have drawn attention to the phenomenon of 'therapeutic trust', a type of trust that represents the trusted person as under an obligation, but without an expectation of trustworthiness. Therapeutic trust, as the name suggests, is trust that 'is undertaken with the aim of bringing about trustworthiness' (Jones 2004: 5). For example, parents may decide to trust their irresponsible teenage children with the house for the weekend, 'hoping by such trust to elicit in the fullness of time, more responsible and responsive trustworthy behavior' (McGeer 2008: 241).

<sup>16</sup> See Jones (2004: 7–16), and Walker (2006: 88–98) for accounts of the variety of ways in which trusting can make one vulnerable to harmful consequences.

Therapeutic trust, on all accounts, is something we can decide to do, at least when we already believe someone has an obligation to us. Since we cannot decide to *expect* trustworthiness, therapeutic trust cannot involve such an expectation. It is sometimes suggested that we could bootstrap an expectation of trustworthiness from a decision to manifest therapeutic trust (McGeer 2008). Even so, this expectation could not be part of what it is to therapeutically trust, since that expectation would disqualify it from being something we can decide to do.

There are various ideas about the mechanism by which therapeutic trust might work. For example, McGeer believes that hope is a critical component, and that by giving trusted people a hopeful vision of themselves as trustworthy, we inspire them to realize this vision (2008). However, my focus will be on the two characteristics of therapeutic trust that may equip it to ground a certain trust-based obligation. First, as noted, therapeutic trust is something we can voluntarily decide to do. And second, it can be a benefit to be therapeutically trusted. As McGeer observes,

[B]y way of such hopeful scaffolding, we also give trusted others something substantial in return—namely, a motivationally energizing vision of what they can do or be... Hence, trusted others are very often gratified by, even grateful for, the trust we invest in them. (2008: 249)

The fact that therapeutic trust is a voluntary act undertaken to confer a benefit on the trusted person gives the benefit a certain status, that of a gift or favour. This status suggests a possible way of accounting for a trust-based obligation. We should be grateful for gifts and favours, especially when the benefactor incurs some risk in providing the benefit the benefactor incurs, as therapeutic trusters do by trusting the untrustworthy. And arguably gratitude for trust that has the status of a gift or favour can generate a trust-based obligation to do as one is trusted to do.

Therapeutic trust among other things represents the trusted person as under an obligation to do X. Insofar as therapeutic trust is a gift or favour, it may be ungrateful for the trusted person to violate the obligation to do X. As A. D. M. Walker has argued, although gratitude leaves us latitude when it comes to reciprocating gifts or favours, it also makes a definite set of demands with respect to our future treatment of the benefactor: all ways of wronging the benefactor are ungrateful (Walker 1988: 203–4).

Suppose that Sara promises Andy that she will feed his mice. Andy accepts the promise and thereupon represents her as under an obligation to feed his mice. He does not regard her as trustworthy, but he decides to therapeutically trust her to keep this obligation, as a favour to her. In light of Andy's favour, Sara may now be under an additional obligation of gratitude not to violate the promissory obligation, an obligation that derives from the general obligation not to wrong one's benefactor in conjunction with the promissory obligation. The trust (gift) is inessential to the generation of the promissory obligation, but it is essential to the generation of the second-order obligation of gratitude not to wrong the truster (benefactor) by breaking the promise.<sup>17</sup>

<sup>17</sup> Of course, the second-order obligation of gratitude would not exist unless there really was a promissory obligation. It is not ungrateful to do something that a benefactor *thinks* would wrong him; it is only ungrateful to actually wrong him.



Is this a satisfying account of betrayals of trust? One obvious problem is that the account would be too revisionary. Surely therapeutic trust is not the only form of trusting relation that can be betrayed—some philosophers are even hesitant to classify it as a genuine form of trust. There is also a problem with the form of the obligation it creates. I'll review the formal properties an obligation must possess to explain betrayals of trust. The obligation must be special. Although the prior obligation represented by the therapeutic trust need not be special, the obligation of gratitude not to wrong the truster is special. Only the trusted person (beneficiary) could be under this obligation, and this obligation could only be to the truster (benefactor). The obligation is also clearly trust-based and knowledge-based, in the sense that it would not obtain but for the distinguishing elements of therapeutic trust—the elements that make it a gift or favour—and the knowledge that one has received such a favour.

Now let's think about specificity and exclusivity—the conditions that there be an obligation to do specifically as trusted, and only an obligation to do as trusted. On this account, the obligation of gratitude is specifically an obligation to do as trusted. Returning to the example of promising, let's assume that Andy's trust represents Sara as having a promissory obligation to feed his mice. If she does indeed have this obligation, then it would be ungrateful for her to fail to act as trusted, even if she provided a timely warning. The reason is that, in virtue of her receipt of his therapeutic trust, she acquires a second-order obligation of gratitude not to wrong Andy, and a failure to keep her promise wrongs Andy.

But the account does not satisfy exclusivity. As Walker suggests, *any* way of wronging a benefactor is ungrateful. Andy may only therapeutically trust Sara to keep her promise, and breaking her promise would therefore violate a second-order obligation of gratitude not to wrong him. He may not, let's suppose, therapeutically trust her not to mistreat him in another way, for example, not to borrow his car without permission. Nevertheless, his status as a benefactor makes it ungrateful for her to wrong him in any way, not merely the way in which he therapeutically trusts her not to wrong him. Obviously borrowing his car without permission cannot betray Andy's trust, since by hypothesis he does not therapeutically trust her not to do this. Yet on this account of the trust-based obligation, this wrong would still betray his trust. So whatever the merits of this account as a possible source of trust-based obligations, it has not identified the source of the kind of trust-based obligation whose violation would count as a betrayal of trust.

### 3.3 *Trust as an honour*

The absence of an expectation of trustworthiness is what enables therapeutic trust to function as a gift or favour. Forms of trust that involve this expectation cannot be willed. But without this expectation, therapeutic trust lacks another kind of significance for the trusted person that is often associated with trusting.<sup>18</sup> Horsburgh draws

<sup>18</sup> As Hieronymi (2008: 223) notes, 'Being trusted generally carries for us a kind of significance: whether or not someone trusts is taken to reveal something of the other person's opinion of us.'

the contrast between therapeutic trust and trust that contains an expectation of trustworthiness as follows:

Such trust is placed in response to what is believed to be a moral need, and so does not presuppose any favorable estimate of those in whom it is reposed. . . . [A]lthough trust of this kind can be disappointed it is not seriously threatened with disillusionment, for it does not rest upon sanguine assumptions as to the nature of the person towards whom it is directed.

(Horsburgh 1960: 349)

Therapeutic trust, insofar as it represents the trusted person as under an obligation, may make us ready to feel resentment or feel betrayal, depending on the type of obligation represented. But it will not make us ready to feel *disillusioned* by a failure to do as trusted. What makes us ready to feel disillusioned by a failure is a favourable estimate of the trusted person, something missing from therapeutic trust.

This favourable estimate, the expectation of trustworthiness, is also a benefit,<sup>19</sup> but its significance for us does not, unlike the benefit conferred by therapeutic trust, depend on its being voluntarily conferred. Indeed, it wouldn't have this significance for us at all if it were possible to choose to expect trustworthiness from someone. The way trust that involves an expectation of trustworthiness benefits the trusted person is by *honouring* its recipient. If we could choose to believe that someone was trustworthy, there would be no honour in being believed trustworthy. The different kinds of benefits conferred by trust that does a favour and by trust that confers an honour can both be seen as falling under different parts of gratitude, understood as the general virtue of properly valuing benefits. What counts as properly valuing a benefit varies with the nature of the benefit. As we'll see, it is the fact that gratitude for an honour makes a more circumscribed demand than gratitude for gifts or favours that makes it suitable as a ground for the obligation whose violation is a betrayal of trust.

What exactly must we expect from someone for our expectation to honour them? I've been referring to an expectation of trustworthiness, but now I'll explain what we must mean by 'trustworthiness' for our expectation to honour the recipient. When A represents B as under an obligation to do X, normally there would be no honour if A did not expect B to respect this obligation.<sup>20</sup> So for A's trust to honour B it must normally at least involve an expectation that B will respect this obligation—that B will not wrong A. I shall understand obligations as deliberative constraints. To respect an obligation to do X we must avoid attaching weight to reasons (or at least a range of reasons) that recommend against doing X in our practical deliberations. So if Sara promises Andy that she will feed his mice, she could wrong him by failing to feed his mice. But even if she decides to feed his mice she could still wrong him by giving weight

<sup>19</sup> Pettit (1995) classifies it as an 'attitude-dependent good'.

<sup>20</sup> I say 'normally' because respecting an obligation is sometimes unjustified. In such contexts there may be an honour in expecting the trusted person not to respect the obligation.

in her deliberations to reasons that recommend against feeding the mice, such as the inconvenience.<sup>21</sup>

To honour someone we represent as under an obligation to us, then, is normally to expect that they will respect the obligation, where this requires that it play the right role in their deliberations.<sup>22</sup> But expecting the trusted person to actually respect this obligation is not enough—one can expect someone to respect an obligation without honouring them. One way is if one expects them to respect the obligation in a context in which respecting it would be unjustified, such as expecting someone to respect a seriously immoral promise. There is also another way.

Notice that we could think that someone actually *will not* wrong us while thinking that they *would* wrong us if the situation were different in a range of morally unimportant ways. As D'Cruz has argued, 'if you think the babysitter will fail to take good care of the child if her friends come visit, then you do not really trust her even if you think it is unlikely that her friends will stop by' (2015: 475). Expecting someone to succeed in respecting an obligation does the trusted person no honour if one sees the success as lucky. If you think that someone will respect a certain obligation, but only because in the actual situation there are no temptations to do otherwise or she is unaware of those temptations, then you see their success as too fragile to do them credit. The same is true if you think they will succeed but only because they happen to have had a good night's sleep or happen to be in a good mood. So I shall follow D'Cruz in thinking that we must see their success as stemming from a reliable disposition for it to do the trusted person an honour.<sup>23</sup>

Here, then, is the moralized form of trust that I believe normally honours the trusted person:

A regards B as under a certain obligation to A to do X (or not do X) and:

- (1) A expects B to respect this obligation, because
- (2) A believes B has a (minimally) reliable disposition to respect this obligation.

Note that the disposition must only be reliable *enough* for the trust to honour the trusted person. It need not be perfectly reliable or even very reliable. Even if I think that you would fail to respect the obligation in the face of fairly strong temptations or distractions, my expectation that you will succeed can still honour you. The more reliable the disposition I believe you have, the greater the honour. But I'm only concerned here with the point at which an expectation of success would no longer confer an honour at all—the point at which I cease to see your success as coming from you and instead from luck.

<sup>21</sup> The concept of obligation and the idea of respecting an obligation in this sense come from Owens (2012: 85–95).

<sup>22</sup> It may also be possible to respect it without fulfilling it (Owens 2012: 90), but I will ignore this complication.

<sup>23</sup> D'Cruz (2015: 473) sees this as a general requirement on trust, whereas I am treating it only as a condition on a (moralized) form of trust that honours its recipient.

It is also important to notice that the disposition is construed narrowly: it is a disposition to respect a particular obligation to the truster. A may trust B not to steal his laptop, without trusting B to keep a secret. The fact that A does not trust B to keep a secret does not undercut the honour in trusting B not to steal. The honour in A's trust is limited in scope: it is only about a reliable disposition in connection with a particular obligation.

If there is a distinctive emotional vulnerability associated with this form of trust, it would be a feeling of resentment or betrayal combined with a sense of disillusionment, as Horsburgh suggests. But characterizing the feeling is not my primary concern. What is morally significant about this form of trust is that it confers an honour, albeit limited in scope, on the trusted person. An honour, like a gift or favour, is a benefit. But these are very different kinds of benefits, and the demands of gratitude, construed as the general virtue of properly valuing benefits, vary accordingly.

The demand that gifts and favours make is indefinite when it comes to reciprocation, but definite and unlimited when it comes to avoiding wronging the benefactor. Someone who properly values a gift or favour will be disposed to reciprocate in some way or other, or at least acknowledge it. But wronging the benefactor is incompatible with properly valuing the gift or favour. And this demand extends to any way of wronging the benefactor: the demand is unlimited in this sense.

Honours, by contrast, do not demand reciprocation. Properly valuing an honour, however, does demand something definite. It demands that you vindicate that honour, that is that you live up to the good opinion it expresses. If you are honoured with a job or a responsibility, in the sense that the choice to offer you the job or responsibility expresses a good opinion of you, not a desire to do you a favour, then you fail to properly value that honour if you are not disposed to make yourself deserving of it, whatever else you do. Properly valuing the honour also seems to make no further demands. Were I to slack off at work, this would normally display a failure to value the good opinion of my employer. But if I know the good opinion is limited to my talents, not my work ethic, then I could not in slacking off be accused of failing to appreciate their good opinion.

#### 4. Betrayals of Trust: The Account

I've identified a form of trust that confers an honour. Is this also the form of trust that can be betrayed? I'll begin by evaluating the substance of such an account before turning to the form of the obligation it yields. As we saw earlier, if therapeutic trust were the only trust that could be betrayed, then this would yield a far too revisionary account of betrayals of trust. Therapeutic trust is an unusual form of trust. But trust that involves an expectation of trustworthiness is not uncommon. Indeed, as I mentioned, there are a number of writers who argue that trust that involves an expectation of trustworthiness is the only genuine kind of trust.

The idea that, in betraying trust, we are failing to live up to a demand placed by an honour is also attractive. When we add the complaint, 'I trusted you', to a complaint about a wrongdoing, part of what we mean may sometimes be that the wrongdoing was more damaging because of some vulnerability connected to our trust. But the complaint 'I trusted you' can also be understood as a reaction to a special kind of insult. We have a sense, when our trust is betrayed, that our good opinion has been treated dismissively or repudiated. As I mentioned earlier, properly valuing our good opinion is not a matter of caring about our good opinion by regarding it as desirable and wanting to keep it. If the trusted person had taken great pains to conceal from us the fact they had failed to do as trusted, or after failing to do as trusted made efforts to regain our good opinion, this would show that they valued our good opinion in the sense of wanting to keep it or reacquire it. But this would not assuage the special kind of insult delivered by failing to live up to trust. To properly value our good opinion requires vindicating it. And it can be properly valued in this way even if the trusted person does not care about keeping it. Someone might strive to live up to our good opinion, without bothering to let us know or even carelessly allowing us to form the false impression that our good opinion was unjustified.

So I think that the substance of this account—that a betrayal of trust consists in failing to live up to the honour bestowed by trust—is plausible. But a satisfying account of betrayals of trust must also yield second-order obligations with the right form. Does it? The obligation to properly value this form of trust by vindicating the honour it expresses is special. Only the trusted person can have this obligation, since only the trusted person is the recipient of this honour. And the trusted person is under this obligation only to the truster, since it is the truster who honours the trusted person. The obligation is also trust-based, in the sense that the obligation would not exist but for the trust and in particular the elements of trust that distinguish it from related attitudes. The expectation of trustworthiness is essential. Without it, there is no honour to live up to.

It is also knowledge-based. There is no insult in failing to live up to an honour one did not realize had been bestowed. Now, given that this form of trust requires not only an expectation that the trusted person will not wrong us, but also that they still *would not* wrong us were the situation different in a range of ways, it will not always be obvious whether we are trusted. The fact that the truster does not actually monitor or constrain the trusted person is not decisive. The truster could fail to monitor or constrain because they see us as reliably disposed against wronging us, or they could fail to monitor or constrain because they do not think the situation calls for it, even while thinking that if the situation were different in morally unimportant ways, monitoring or constraining would have a point. In the case of intimates, I think we often know whether and how we are trusted, since we have had many interactions. But in one-off interactions, such as between strangers, it may be the case that we cannot know we are trusted unless, in the actual situation, there are obvious opportunities and temptations to default and the truster expects us to succeed in respecting the obligation despite these temptations and distractions.

The obligation will also be an obligation to act specifically as trusted. The form of trust represents the trusted person as under a first-order obligation to do X. The honour in trust is precisely an expectation of trustworthiness with respect to this obligation. So living up to this honour is a matter of respecting this obligation. Suppose that Sara promises Andy that she will feed his mice and also knows that Andy trusts her to keep the promise. Any failure to keep this promise, even with a timely warning, would violate this second-order obligation since this would wrong him, and in trusting Sara he is doing her the honour of expecting her not to wrong him.

The account of betrayals in terms of ingratitude for the gift or favour delivered by therapeutic trust was also able to yield a specific trust-based obligation to do as trusted. But it failed the exclusivity condition because it yielded additional obligations as well as an obligation to do as trusted. An account of betrayals of trust in terms of ingratitude for the honour delivered by trust succeeds where an account in terms of ingratitude for a gift or favour delivered by trust fails. The honour bestowed by expecting trustworthiness from someone in connection to a particular obligation is an honour that is limited in scope. And the demand is just to live up to this particular honour. Sara would be ungrateful for the honour bestowed by Andy's expectation of trustworthiness from her in connection to her promissory obligation if she did not properly value this honour by living up to it. But in stealing from him or in wronging him in any other way, she would not thereby show that she failed to properly value this limited honour.

## Conclusion

I have indicated why I think the substance of this account of betrayals of trust is plausible. The obligation generated by this kind of trust also satisfies the necessary formal conditions. In originally setting out these conditions I left two questions open. One question was whether trust could sometimes create first-order obligations or was only capable of generating second-order obligations, which I've already addressed. The other was whether trust must be invited or accepted before it can create an obligation, which I will address now.

Notice that the trust-based obligation I've described is special, even without an act of invitation or acceptance from the trusted person. An obligation is special if it is impossible for anyone else to have it, and since the trusted person is the only one honoured by the trust, the trusted person is the only one who can have the obligation. One concern is that if a new obligation could be unilaterally legislated by the truster, this would be inconsistent with the trusted person's status as a moral equal (van der Vossen 2015: 65–7). But I do not think this worry applies in the case of this trust-based obligation. First, since the form of trust that creates this obligation incorporates an expectation of trustworthiness, the truster cannot decide to trust. Thus, even if the trusted person cannot decline this obligation, this does not make the trusted person's obligations subject to the truster's will. Second, the trust-based obligation is a

second-order obligation, which means that it inherits its content from an already existing obligation. The trustor may be creating a new trust-based obligation, but since it overlaps with the prior obligation, there is no new imposition. Because of this, the trusted person does not require the protection that conditioning the trust-based obligation on his or her invitation or acceptance would confer. Therefore, so long as the trusted person is genuinely under the prior obligation represented by the trust, trust is an honour that cannot be declined.<sup>24</sup>

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