

How to Be Free by Keeping Promises?

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Abstract: Why should people do as they promised? What are the moral bases of promissory obligations? By countering Thomas Scanlon's expectation theory of promises, as well as David Owen's authority-interest interpretation, this study offers a different viewpoint, which will be referred to as the self-binding interpretation of promises. This interpretation considers the promise as a bond to one's action, created by one's own word. Promises are a declaration of what a promisor really wants to do – that is, of the promisor's "real will". By keeping promises, a promisor can realize her "real self" and can become free in a positive sense.

Introduction

For what purpose do human beings create and use such a form of expression as a promise? What moral truths do promises essentially contain? Thomas Hobbes says, "Nothing is more easily broken than a man's word." By contrast, in the chapter Yan Yuan in the book *The Analects*, Confucius said that "once a word has been spoken, four horses cannot chase it back." Should one's words become fetters to one's actions? What motivates a person to bind herself with the chains of her own words?

For a long time, moral philosophers have been looking into the moral myths related to promises. They have proposed varying interpretations of promises, which ground promissory obligations on different bases. These include natural law, conventionalism, expectation theory, and interpersonal promises account. These interpretations either base promissory obligation on natural law and certain conventions of social practice, or concentrate on the mutual interests and expectations raised by the promises made between a promisor and promisee. However, by countering Thomas Scanlon's expectation theory of promises, as well as David Owen's authority-interest interpretation, this study offers a different viewpoint, which will be referred to as the self-binding interpretation of promises. This interpretation considers the promise as a bond to one's action, created by one's own word. The basic meaning therein is that promises are actually embedded in the relationship between a promisor and him or herself, as opposed to the relationship between a promisor and social practice, or the relationship between a promisor and promisee. The promisor's actions might be affected by relevant people's opinions, expectations, and interests. However, the essential moral power of the promisor to keep a promise comes from the will of that person to be free in a positive sense. Positive freedom consists of doing what one really wants to do. If a promise is valid—which means the promise is made through voluntary action, and is based on true beliefs (I will discuss in detail the conditions for a promise to be valid in the third part of this paper), only by keeping one's valid promises, can one do what one really wants to do, and thereby become free in positive sense. By articulating the self-bound interpretation of promises, this study will also explore the relationship between promises and different sorts of freedom.

The “Impure Cases” of Scanlon’s Interpretation

We can start our inquiry from Thomas Scanlon’s expectation theory of promises. In his famous article “Promises and Practice” [1], Scanlon attributes the moral power of promises to the expectations of a promisee, raised by the promises given as well as the possible loss incurred if said promises are broken. Based on the value of assurance, Scanlon considers that under certain conditions, a promisor has the moral obligation to keep his or her promises. This has been stated in the ethical principle of fidelity: “If (1) A voluntarily and intentionally leads B to expect that A will do X (unless B consents to A’s not doing X); (2) A knows that B wants to be assured of this; (3) A acts with the aim of providing this assurance, and has good reason to believe that he or she has done so; (4) B knows that A has the beliefs and intentions just described; (5) A intends for B to know this, and knows that B does know it; and (6) B knows that A has this knowledge and intent; then, in the absence of some special justification, A must do X unless B consents to X’s not being done.” [1]

However, Scanlon also presents two types of impure cases in the principle of fidelity: “When no expectation is created or when the thing promised is not desired by the promisee.” [1] Scanlon offers three examples for these two sorts of impure cases: The “profligate pal” is an example where no expectation is created, while “mother’s sewing machine promises” and “threat-promises” are examples of how the things that are promised may not be desired by the promisee. According to the principle of fidelity, since neither condition (2) nor condition (4) can be satisfied in these examples, a promisor has no obligation to keep his or her promises. However, Scanlon intuitively feels something uncomfortable with this conclusion. He notes that the principle of fidelity “does not generate any such obligation, but it may seem, intuitively, that there is one.” [1]

These impure cases actually disclose the Achilles’ heel of Scanlon’s expectation theory of promises. If we base the moral obligation of keeping promises on the expectations created by the promises made, when corresponding expectation and potential loss are not present in—the promisee, the obligation of keeping promises cannot be well grounded. Just like in Scanlon’s impure cases, one cannot even say that the promisor should still keep his or her promises, as with breaking those promises the promisor would not actually fall short of anybody’s expectations or damage anyone’s interests. Still, we intuitively think that in these cases a person ought to do what one promises to do.

These perplexities prompt us to consider promises as a form of regulation between one’s word and one’s actions, rather than a regulation between the promisor and promisee. If we change our way of thinking about promises, and consider promises as a relationship between one and oneself (instead of a relationship between a promisor and promisee), we can easily explain our moral intuition in these impure cases raised by Scanlon.

First, to expand on the case of the profligate pal: I lent money to a friend, who had continuously broken his promises to pay me back for previous loans I had made to him. I did not expect he would keep his promise of paying me back this time. I consider the money that I lent to him as a gift, in order to save him from a predicament. Does my friend have an obligation to keep his promise of paying me back? If we consider his promise as a formal declaration about what he really wants to do; then yes, he should pay me back. By breaking his promise, he would fail to do what he really wants to do. This would render him unfree in positive sense. Being unfree in positive sense, even I would never require him to keep his promise. In such a case, a promisor would feel morally wrong and guilty. To avoid being unfree, this generates the moral power for one to keep one’s promises. Therefore, even a promise cannot create any expectations in the mind of the promisee. However, the promisor still has the obligation to keep his or her promise. This is because the inner moral power of fulfilling this obligation comes from the promisor’s own will to be free.

Secondly, to expand on the case of a mother’s sewing machine promises: a mother promises to buy a sewing machine for her daughter. However, the daughter actually does not want the sewing machine. The daughter is quite indifferent to having a sewing machine, and it is obviously not in the daughter’s interest

to receive the sewing machine. Does the mother have a reason to keep her promise regarding the sewing machine? If we consider that promises are made to serve what David Owens calls “information interest” (i.e. “an interest in information about what will happen” [2], the mother surely has no obligation to keep her word. This is because the information that her mother is going to buy her a sewing machine will not benefit the daughter, since she doesn’t want a sewing machine at all. Therefore, the daughter has no interest at all with the prospects presented by her mother’s promises. However, if we step into the mother’s shoes and think about this case, we see a mother who really wants to teach her daughter how to sew and wants to try her best to buy a sewing machine for her. If the mother fails to do so, would she not feel guilty and disappointed with herself? She would think that she has failed to do what she should do. As such, the mother should keep her promise; even though it is not in her daughter’s interest to have a sewing machine. To buy a sewing machine for her daughter is what the mother really wants to do, and the failure of doing this renders her unfree in a positive sense.

Thirdly, the case of the threat promise is in some ways similar to the case of a mother’s sewing machine promise: “I promise you that if you do not give me five dollars, I will break your fingers.” [1] In this case, by keeping the promise, the promisor will actually harm the promisee, thereby working against the interests of the promisee instead of benefitting them. Does the promisor have an obligation to keep his or her promise when breaking the promise will actually benefit the promisee? It is indeed hard for us to analyze this sort of case from only the promisee’s perspective since the most likely answer from the promisee would be not to keep the promise. Nonetheless, this is contrary to our moral intuition regarding keeping promises. If we consider the relationship between the promisor’s actions and her or her word however, we can easily find the rationale behind a promisor keeping a “threat promise”. Suppose Student B continuously bullies Student A, who is the shortest child in a class. Student A declares a threat promises: “If you do this again, I promise I will beat you.” In this case, Student A definitely should keep the promises to beat Student B. When Student A declared his intention of beating Student B, it was not only a declaration to Student B, but also a declaration to Student A oneself. This declaration is akin to a clarion call for resistance, which evokes courage in Student A. On the other hand, if Student B bullies Student A again, and if Student A is not brave enough to resist, Student A will experience feelings of guilt and shame. This is because Student A will realize that he or she is not brave enough and cannot do what he or she really wants to do.

Considering the analysis provided on Scanlon’s impure cases above, we can see that the inner moral power of promises are not planted in the mutual relations between a promisor and a promisee, but rather in a promisor’s will of doing what the promisor really wants to do. Scanlon used the case of the “state of nature” [1] to object to Rawls’ conventionalist interpretation of promise, and stated that once we ground the moral power of promises to social practice, we cannot explain why people keep their promises in the state of nature. Similarly, if we ground the moral power of promises to reciprocal relations between a promisor and a promisee, we cannot explain why people keep their promises when there are no expectations and interests involved in the promises. Promises are a formal and public declaration, aimed at the promisor as well as others, about what the promisor truly intends. The failure of committing to such promises renders the promisor unfree in a positive sense. No matter whether the promisee has expectations and no matter whether keeping these promises will affect the interests of the promisee, the promisor has the obligation to keep these promises. The reason for this obligation is for a person to be free, namely the promisor.

Criticism on David Owens’ Authority Interest Theory of Promises

By presenting an alternative to Scanlon’s expectation theory of promises, David Owens developed the authority interest theory of promises in his paper, “A Simple Theory of Promising” [2]. According to Owens, “promising is designed to serve our authority interest.” [2] There are two inferences to make from Owen’s authority interest interpretation on promises. (1) The promisee has an authority over the actions of the promisor, which is in the interest of the promisee. (2) Promises grant the promisee the authority to demand action from the promisor. In the following paragraphs, it is shown that these two inferences are

not true.

To disprove the first inference, we can consider the cases of threat promises and mother's sewing machine promises. In both examples, while we consider that by promising, the authority over a promisor's actions is transferred to the promisee, it is not in the interest of the promisee to have this authority. Having this authority only demands the promisor to act, rather than not act (this is especially true in the case of threat promises). With this considered, promises are not designed to serve the interest of the promisee. Actually, promises are not designed to serve any interests at all, neither information interests nor authority interests.

A similar example on this point is the "addict's promises": A drug addict promises to his or her doctor not to use drugs again. According to the authority interest interpretation of promises, the doctor has the authority to demand the addict keep his or her promise. However, the doctor does not actually have a direct interest in the drug addict keeping that promise. On the contrary, it is the addict who stands to benefit from keeping that promise. From this case, we can see that the authority over certain actions does not always entail specific interests. Authority and interest are not always coherent. Owen's presupposition that "people have an interest in being able to impose obligations on others, an interest that morality serves and protects," is highly doubtful [2].

To disprove the second inference, we can consider the case of "concert promises" and "donation promises." First, an example of a concert promise is provided: B wants to find somebody to accompany her to a concert, A likes music and is willing to accompany B to the concert. A promises B to accompany her to the concert. However, B has something unexpected come up and, as a result, cannot attend the concert. B tells A before the concert that he does not need to go to the concert any more. Nevertheless, A still wants to go anyway. In this case, B can suggest that A need not keep his promises, but B does not have the authority to decide what A should do next. It is difficult to say that B had the authority to decide what was going to happen, as Owen claims. This is because, by promising, A does not relinquish his freedom. A made the promise to B to attend the concert because A really wants to go to the concert. Even if B is not to go to the concert anymore, A still has the self-control to decide whether or not to attend the concert. Naturally, we might think that by making the promise to B, A has the obligation to go to the concert, but not the right to avoid going. The case of donation promises, however, shows that this is not necessarily the case.

A more illustrative example is presented in the case of donation promises: A promises to donate half of his savings to the poor beggar B, who turns out to be a con artist. In this case, does B still have the authority to demand that A keep his promise? Does this promise presume that A has the obligation to donate his money to a fraud, and therefore does not have the right to refuse giving such a donation? The answer is no. But how does one explain this case through the authority interest interpretation of promises? Do promises really grant a promisee the authority to demand a promisor to act in any case without exception? Again, the answer is no.

With the self-bound interpretation of promises, it is much easier to understand and interpret the two aforementioned cases. In the case of concert promises, A wants to go to the concert, even though B released A from that obligation. However, attending the concert was what A truly desires. By keeping his word, A feels both free and satisfied. In the case of donation promises, A does not need to keep his promise of donating his money to B. This is because when A made this promise, what A really wants to do was to help people in dire straits. Upon realizing that B is actually cheating him, A need not keep this invalid promise, which made through false beliefs. By breaking this invalid promise, A does not fail to do what he really wants to do. As a result, the positive freedom of A is not impaired. Most importantly, in both cases the promisee lacks the authority to demand that the promisor act. Even in the case of the concert promise, if A realizes that he does not actually desire to attend the concert; he can still decide to break the promise made to attend the concert. In this case, however, A ought to be responsible for any complaints from the promisee or moral condemnation from the greatersocial community, which is a responsibility that freedom entails. To conclude, authority over one's actions does not entail anyone's

specific interests; neither does the authority transfer from the promisor to the promisee via the promise made.

In order to articulate on the differences between the self-bound and the authority interest interpretations of promises, let us return to Owen's favorite example of "lift promises." "In promising you a lift, I grant you the authority to require me to give you a lift: it is now up to you whether I must give you a lift home." [2] However, in truth it is not actually up to the promisee to make that demand. It is the promisor that must decide whether or not to give the promisee a lift home. Similarly, it is up to the promisor whether or not to break that promise. Promises are not a way for people to sell their freedom in exchange for friendship or social acceptance. By making a promise, the authority over one's action does not transfer from the promisor to the promisee. The authority over one's action can only stay with one's self. In fact, promises only transfer the authority over one's future actions from one's present self. In other words, promises are bonds that one's present self attaches on one's future self.

The self-bound interpretation of promises implies a separation of self. In one's promises, the promisor envisages a better, more desirable self. Valid promises represent a self that the promisor really wants to be. Breaking a valid promise means the failure of that realization of a better self, which is a failure of self-realization. This renders one unfree in certain positive aspects. If we consider that by promising, one's authority over one's actions is transferred to another, the promisor is taken in as a slave to the promise, implying the promisor has no control over his or her actions. In this light, Owen's interpretation of promises is contrary to the moral essence of a promise. This is because it is always the promisor who keeps a promise, who does this with a desire to be freer in a positive sense. Nobody else can require or force a promisor to keep his or her word. After all, no one can be forced to keep one's own words, and no one can be forced to be free, even in positive sense.

Valid Promises and the Conditions of Obligation

Although "to be free" generates the essential moral power for one to keep one's promises, freedom in a positive sense is not always consistent with keeping promises. This means that, in some cases, people can break their promises without impairing their freedom. Only when promises are valid does the promisor have the obligation to keep his or her promises. By keeping promises, the promisor is free. This pushes us to inquire on the conditions that permit promises to be valid.

Scanlon discussed the conditions for the obligations relevant to promises. According to Scanlon, "a promise may not bind if it was obtained by coercion or through deceit." [1] Scanlon's view presents two important conditions for promises to be considered valid. We can call these two conditions voluntariness and true beliefs. This means that only when promises are made through voluntary action, and when they are based on true beliefs, does the promisor have the obligation to keep said promises.

To guarantee voluntariness in the promisor, a promisor has to be negatively free in a general sense. In this paper, we will avoid reviewing every conception of negative freedom family. To keep focus, we consider negative freedom as ruling out the external obstacles for the promisor to do otherwise, rather than examining internal obstacles at length. The differences between external and internal obstacles can be seen through the following two examples.

Victim A promised that when a gun pointed at the head of a robber, he would give him all the money. Victim B is a cowardly student who promised to finish all of his homework when faced with a severe teacher. For Victim A, no matter how brave he is, he cannot refuse to make the promise, otherwise losing his life. As such, the obstacles to Victim A's actions are external, and Victim A is unfree in a negative sense when he is forced to make the promise. On the other hand, Victim B is a coward and he really wants to avoid finishing his homework. However, the fear Victim B suffers from the severe teacher drive him make the promise regardless. Victim B's fear is an internal obstacle for him doing otherwise. In this sense, Victim B may be unfree in positive sense, but not unfree in negative sense. Therefore, in these two examples, Victim A's promise is invalid. If the robber is arrested by the police, Victim A can easily break

his promise without any moral guilt or shame. However, Victim B should not break his promise, even if his teacher is not strict with him anymore. When Victim B made his promise, he was negatively free and his promise was therefore valid.

One ought not to take the absence of internal obstacles, which is the essence of being positively free, as a necessary condition for a valid promise. There are two reasons for this. First, if we consider that only the promises that are made by a person who is not entangled in internal obstacles as valid, then breaking a promise becomes too simple. In this line of thinking, the aforementioned Victim B can break his promise to finish his homework without being morally guilty. Here, two more examples are useful. In Chinese, “mianzi” means someone’s reputation within close social relations, which is very important to Chinese people. A Chinese person who is afraid of losing “mianzi” promises to give her friend a lift back home. The fear of losing “mianzi” is the actual obstacle for her to do what she truly desires—not giving her friend a lift back home. Still, she cannot break her promise without being morally blamed by her friends and by society in general.

In another example, Coward A is constantly fearful, and often feels shameful of his cowardice. Partly because of this cowardice, Coward A promises to his mother never to swim in the river. In this case, when Coward A makes this promise, he is not free in a positive sense, because he in truth wants to be brave. However, his promise is still a valid promise. This is because when Coward A makes the promise, he is negatively free, meaning he was not entangled by external obstacles. His aversion to his cowardice cannot provide him with a reason to break his promise not to swim in the river.

The second reason for not considering the absence of an internal obstacle as a necessary condition for a valid promise is that promising is typically a way for one to realize one’s positive freedom. We will proceed here by building on the hierarchical structure of human desires, as developed by Harry Frankfurt [3]. However, note that this study will diverge from Frankfurt’s conclusions on free will.

According to Frankfurt, a second-order desire is the desire to have a certain first-order desire. For example, one can wish to be a fan of classical music. This means that one desires to have the desire to listen to classical music, thereby having a second-order desire. Frankfurt also introduces the concept of second-order volition, meaning the desire to be motivated by a specific first-order desire. It is the desire that a specific first-order desire be effective. In other words, second-order volition is the desire to act according to a certain first-order desire. The essence of second-order volition is to translate one’s second-order desire into action. In Frankfurt’s perspective, both second-order desire and second-order volition are peculiar characteristics of human beings. The essence of someone truly being a person is to have second-order volition, which Frankfurt calls the “will”.

The purpose behind Frankfurt presenting the hierarchical structure of human desires is to analyze the freedom of the will. However, the points Frankfurt brings up in his analyses lead to confusion. First, drawing an analogy between the freedom of action and the freedom of the will, Frankfurt gives the definition of the freedom of the will as, the “freedom of action is (roughly, at least) the freedom to do what one wants to do. Analogously, then, the statement that a person enjoys freedom of the will means (also roughly) that he is free to want what he wants to want.” [3] According to this definition for the freedom of the will, and in the example of the unwilling addict, if the addict had the desire not to use drugs, the addict’s will is free. However, on the other hand, Frankfurt contradicts his ideas on the freedom of the will in bringing up that “the enjoyment of a free will means the satisfaction of certain desires – desires of the second or of higher orders – whereas its absence means their frustration.” [3] In this statement, Frankfurt emphasizes the satisfaction of certain second-order desires, which is to act according to one’s second-order desires. By this reasoning, and in the unwilling addict example, the addict cannot satisfy his second-order desire of refusing drug consumption. Therefore, the addict’s will is not free at all. Frankfurt takes the unwilling addict as an example of the unfreedom of the will [3].

Against Frankfurt’s self-contradictory analysis on the freedom of the will, one can consider that in the case of the addict, his unfreedom is still the unfreedom of action, instead of the unfreedom of the will.

This is because the addict simply wants to be rid of his addiction, yet in the end fails in this.

The relationship between free action and free will can be concluded as follows: (1) one is free to do what one wants to do, meaning one's actions are free in a negative sense; (2) one succeeds in doing what one really wants to do (or in Frankfurt's words, what he wants to wants to do), meaning one's actions are free in a positive sense; (3) one is free to want what one wants to want, meaning one's will is free.

Therefore, in the example that I wish I could have the desire of listening classic music, if I succeed to have this second-order desire, then my will is free. Concerning freedom of actions, let us consider the examples of sleeping versus working and the unwilling addict. If one wants to finish one's work during midnight, and succeeds in resisting sleepiness; one succeed in acting according to one's second-order volition, and therefore one's actions are free in a positive sense. On the contrary, in this case of the unwilling addict, his actions are unfree in a positive sense. Furthermore, for any addict, no matter whether one is a wanton (that is, a bystander of one's first-order desires, and then only motivated by one's strongest desire) or unwilling addict, one's actions in using drugs are free in a negative sense, as far as these actions are permitted by the law. Finally, the freedom of action in a positive sense and the freedom of the will are irrelevant to a wanton, as the wanton cannot distinguish between different first-order desires.

To conclude, negative freedom and positive freedom are both relevant to the freedom of action. As opposed to positive freedom theory, negative freedom theory does not enter the realm of an individual's internal motivations, and does not discriminate between different desires. The freedom of the will is about the freedom of having specific desires, which requires discrimination between different desires, but does not concern the translation of specific desires to tangible action. The hierarchical structure of desires is actually an instrument for one to discriminate between different desires for one's self.

The analyses provided above are also consistent with the different characteristics of negative freedom and positive freedom postulated by Charles Taylor [4]. Taylor considers positive freedom an "exercise-concept": "On this view, one is free only to the extent that one has effectively determined oneself and the shape of one's life. The concept of freedom here is an exercise-concept. By contrast, negative theories can rely simply on an opportunity-concept, where being free is a matter of what we can do, of what it is open to us to do, whether or not we do anything to exercise these options." [4]

One can agree with Taylor that conceptualizations on positive freedom require that an actor actually do what the actor really wants to do. It is by the process of realizing one's second-order desires, which indicate what one really wants to do, that an individual's actions become free in a positive sense. In keeping one's promises, one is in the processes of one's realization of what one really wants to do, and keeping a promise is a way for one's action to become free in a positive sense. Regarding the hierarchical structure of human desires, promises can serve as a litmus test on one's second-order volition, and to keep a promise is to translate this second-order volition into action.

In making promises, one may examine all of one's desires. Giving promises deliberately, it is not the strongest desire that moves the promisor, but rather the desire that the promisor truly wants to be motivated by that actually moves the promisor. Promises are a clear manifestation of a promisor's will. Only by translating these promises into action can the promisor's action be free in a positive sense. In conclusion, for the reason that promises are in actuality a way for one to realize one's positive freedom, we consider negative freedom, rather than positive freedom, as a necessary condition for a promise to be valid.

The second necessary condition for promises to be valid is that promises must be based on "true beliefs." It is easier for us to understand promises as invalid when they made through deceit or under duress. If someone intentionally cheats another person to extract a promise based on false information, people intuitively think of this as an invalid type of promise. The aforementioned donation promise is a good example of this. The promisor can break such promises without any moral guilt. But what about promises made through self-deceit? Should a promiser keep promises that are made through the

promiser's own misunderstanding?

For example, if Friend A mishears the distance to Friend B's home, which is actually much farther away than Friend A believes, but Friend A promised to give Friend B a lift back home, does Friend A still have the obligation to keep his or her promise upon realizing the truth? In this case, it is reasonable to say that the promisor should be given a second chance to decide whether to give Friend B a lift back home or not. Friend A might still help Friend B get back home. However, even if Friend A decides not to do so, he or she should not feel guilty for breaking promises made on erroneous assumptions. These are invalid promises. Of course, it is reasonable to expect Friend A to have checked his own assumptions before making that promise. And, it would be fair to Friend B if Friend A offers some form of compensation instead, but this ought not to be a moral obligation on the part of Friend A. No matter whether someone misled Friend A into making the invalid promise, the promisor should be given a second chance to revise his or her promise based on truthful and accurate criteria.

By this analysis, we can articulate the relationship between promises and different sorts of freedom. First, negative freedom is a necessary condition for promises to be valid. When and only when one is free in negative sense, can one's promises (based on true beliefs) be valid, which entails a moral obligation on the part of the promisor.

Secondly, by making a promise, the promisor will not lose any freedom in a negative sense. When a person promises to do or not do something, one's freedom of doing or not doing that thing, has not been ruled out by others. The promiser is the one that restricts his or her own actions. Therefore, the fetters for the promisor's actions are internal. Since negative freedom cannot be interfered with by any internal obstacles, the promisor's negative freedom has not been affected as a result of the promises he or she made. After making a promise, the promisor still has the freedom to do what he or she promises not to do, and in not doing what he or she promises to do, but the promiser does not really want to act in that way. This is evident in Owens' lift promise. If one promises to give a friend a lift back home, one still has the freedom not to do this, even though that would likely lead to moral condemnation. In fact, no one can stop the promiser from breaking the promise, except him or herself.

Thirdly, by keeping valid promises, a promisor becomes free in a positive sense. A valid promise is a formal declaration regarding what a promisor truly desires. By making such a declaration, the promisor acts according to his or her true intentions, and as a result, realizes the "self" that one really wants to be. It is the will for a person to be free in a positive sense that moves a promisor to keep his or her word.

Lying Promise and the Paradoxes of Positive Freedom

For this paper's final section, we will discuss the case for lying promise. Strictly speaking, a lying promises are not valid promises, as they are the product of deception. They are not promises built around true beliefs. By making a lying promise, what the promisor declares is not what the promisor truly desires. Therefore, by breaking a lying promise, the promisor does not lose his or her freedom in a positive sense.

This conclusion contrasts strongly against to moral intuition however, since lying promises are morally wrong. Nevertheless, there is still the possibility that a promisor is inherently morally wrong to make a lying promise to begin with. In such a case, a promisor's freedom both in a negative and positive sense would not be reduced. Let us first analyze what is meant by positive freedom, that is, to do what one really wants to do. This definition cannot guarantee whether what one really wants to do is morally right. Positive freedom theorists actually disagree with each other on this point. The discussion revolves around whether it is up to the agent to determine personally what really wants to do. To answer this question, Charles Taylor would say **no**, while my answer is **yes**.

Taylor criticizes the "half-way position": "which admits strong evaluation (meaning second-order desire, in Taylor's terms), admits therefore that here may be inner obstacles to freedom, and yet will not admit that the subject may be wrong or mistaken about these purposes—this position doesn't seem tenable.

[...] This whole scheme requires that we understand the emotions concerned as import-attributing, as indeed, it is clear that we must do on other grounds as well. [...] Once we admit that our feelings are import-attributing, and then we admit the possibility of error, or false appreciation. [...] How can we exclude in principle that there may be other false appreciations which the agent does not detect? That he may be profoundly in error, that is, have a much distorted sense of his fundamental purposes?" [4]

According to Taylor, our feelings, desires, and emotions are mostly import-attributing (take revenge, for example), which are based on a wider spectrum of values. Therefore, in order to judge whether what a person really wants to do is right or wrong, we must examine different value judgments. And some value judgments probably wrong, such as egoism. Correspondingly, if one really wants to do something, which is rooted in something immoral, one is wrong regarding what he really wants to do. Most of Taylor's reasoning is generally agreeable. The exception is the last step. If one really wants to do something immorally rooted, one is not wrong regarding what one really wants to do, but rather what one really wants to do is wrong.

One should be given the freedom to do something that is morally wrong, and therefore be responsible for one's action at the same time. Freedom and moral righteousness cannot reduce each other. These are two independent values. To be free in positive sense does not entail that the agent's actions are morally sanctioned. While what the agent really wants may be morally wrong, society should not deprive an agent's authority to determine what he or she really wants to do. If one deprives this authority from the agent, one actually renders the agent's will unfree, because the agent will not be free to want he or she really wants to want. By harming the agent's freedom of will, the agent's positive freedom of action is also harmed, since it is hard for the agent to form his or her second-order volition freely as a result.

According to Taylor, since we cannot maintain the incorrigibility of a subject's judgments regarding his or her freedom, we cannot rule out second-guessing. However, this view leads from a positive conceptualization of freedom to a totalitarian conceptualization of freedom, bringing about the "forcing one to be free" paradox. The reasoning of this paradox is: if we permit second-guessing regarding the agent on what the agent truly desires, it is valid for some external authority to decide this for the agent. As such, what the agent thinks about what he or she really wants to do is actually not important anymore. When the external authority's view and the agent's own view come into conflict, the external authority (which has been given the authority to decide what an agent really wants to do) can force an agent to do what the authority thinks the agent really wants to do. This, in effect, is to force the agent to be free. This paradox, put forward by Rousseau and strongly criticized by Berlin, brought a notorious reputation to the positive freedom theory. However, we can argue from a moderate position on positive freedom, and thereby step around this paradox.

Simply take the half-way position. This conceptualization of positive freedom requires distinguishing between an agent's desires and motivations, but rules out the second-guessing of the agent. In this way, one's authority to determine what one really wants is preserved. This is the freedom for one to form one's own second-order volition, which is one's will. The freedom of the will is actually a necessary condition for a person to be free in a positive sense, because without freely formed second-order volition, a person cannot do what he or she really wants to do.

Coming back to the case of lying promise, if we analyze this case with Taylor's conceptualizations on positive freedom, we reach the following conclusion: By making lying promise, a promisor is not free in a positive sense. This is because the promisor is wrong about what he really wants to do. However, in this case and according to the half-way position of positive freedom, the promisor is free (in a negative sense) to make lying promises. By making lying promises and breaking them in turn, the promisor is free (in a positive sense) as far as the individual does what he or she really wants to do. But what he really wants to do—cheating—is morally wrong. An action may be right, according to certain value judgment, yet be wrong according to some other value judgment. However, as far as this action is what the agent really wants to do, the agent is free in a positive sense by committing to it.

To summarize, the moral essence of a promise is embedded in the relationship between the promisor and his or her word. Promises are a declaration regarding what a promisor truly wants to do. By keeping these promises, a promisor can realize his or her real self, and becomes free in a positive sense. Promises are valid when and only when the promisor, who makes the promises through true beliefs, is negatively free. On the other hand, invalid promises cannot generate any obligation on the part of the promisor. One who makes lying promises is morally wrong, but may be positively free as far as one does what one really wants to do.

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