THE OBLIGATION TO KEEP A PROMISE  
(from Pritchard to Austin and back)

Written in 1987

It is a widely known fact - and having only 30 minutes, I will have to suppose it as such - that in 1955, at his William James lectures at Harvard University, J.L.Austin presented his theory of performatives (lectures that were delivered under the working-title of "Words and Deeds" were published posthumously as "How to Do Things with Words\(^1\)").

J.O.Urmson, Austin's friend and one of his editors, in his paper "Performative Utterance\(^2\), published in 1979 in a miscellany "Contemporary Perspectives in the Philosophy of Language", argues that the 1955 theory isn't the original performative theory, but the revision of Austin's earlier theory, worked out during the World War II, when Austin served as an intelligence officer at Supreme Headquarters, Allied Expeditionary Force. He presented this (so-called) original theory to philosophical societies of Oxford and Cambridge in 1946, but he did so from rough notes and the talk has never been printed. Only a short scheme of this original theory can be found in his 1946 paper "Other Minds", more precisely on pages 99-103 of his "Philosophical Papers\(^3\)".

What is, in Urmson's opinion, the difference between the two theories?

In the 1955 theory, performative and constative prove not to be two different kinds of speech-acts, but two different dimensions within every speech-act, namely, illocutionary and locutionary dimension. If we consider the speech-act in which we utter the words:

"The bull is in the field."

We can distinguish two different levels within it. If we confine ourselves simply to the sense and reference of the terms used in the utterance, we have the locutionary act and at that level we can consider the truth or falsity of the utterance, as in the case of logician's proposition.

But in saying that there is a bull in the field, we may also be performing different illocutionary acts, such as warning or commenting on the local fauna.

Thus every (total) speech-act - the act one performs in the locution - has both aspects: locutionary and illocutionary one (in this paper I will not discuss the perlocutionary aspect).

However, observes Urmson, the real performative, that is, the performative of the original, 1946 theory, is not a speech-act at all. It involves speech, just as the act of homage involves bodily contortion.

If we classify human acts as 1. natural acts, which could be performed in a world as if there were no rules, principles, laws, or conventions - for example walking, eating, running, jumping and killing - 2. rule-bound acts, which include obedience or breach of some law, rule, principle of convention to which the agent is regarded as subject - for example the concept of murder, which in addition to the natural act of killing includes the breach of some law 3. conventional acts, which can be performed only by following some rule, principle or convention, but can be distinguished from the rule-bound act by the fact that in the case of conventional acts nothing counts as the breach of the relevant convention, since we can only

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fail to operate - for example to baptise a ship -, if we, therefore, observe these classification, we can classify performatives as a subset of wholly conventional acts, which is constituted by non-linguistic conventions, but where these non-linguistic conventionas require one to act in accordance with specified linguistic conventions.

What separates the original performative theory as formulated in "Other Minds" from the speech-act theory as developed in "How to Do Things with Words", is a ritual, formulaic accomplishment of an act in appropriate circumstances.

The so called performative prefix, that is the verb we prefix to a certain proposition in the 1. person singular of the present indicative active, is only a label that lets as know the illocutionary force of an utterance independently of the situation it was uttered in. On the other hand, the real performative depends narrowly on the situation and is determined by it, which means that it can be uttered only in a certain situation, in a certain way and - very often - by a certain person.

For example, if I know the Turkish for, "I warn you that the bull is about to charge!", then I can warn Turks that the bull is about to charge. But if I know the Turkish for, "I name this ship the Queen Elisabeth!", it does not follow that I know how to – and can - name a ship in Turkey; perhaps ships are named there by some quite different procedure.

There might, on the other hand, be conventions that make it rude, illegal or even blasphemous to say to Turks in Turkish, "I warn you that the bull is about to charge!", but to do so would - according to Urmson - nonetheless, be a warning.

So, on the one side, we have the extended and ramified theory of speech-acts, and on the other almost unnoticed theory of "original" performative, the speech-acts theory originates from.

Is such division Urmson's justified? I think that it is and I will argue that with his 1946 theory Austin answers some questions formulated by his teacher, H.A.Pritchard, namely, "how is it that we think that if we make a certain noise ... we shall thereby become bound to do the action ..."

But let's proceed one step at a time.

First of all, who is or better who was H.A.Pritchard? To a contemporary reader his name is almost unknown and his writings difficult to find. We only have a short selection of his articles, published in 1965 under the title of "Moral Obligation".

In spite of all that, Pritchard was one of the most esteemed professors of moral philosophy in oxford before World War II. Though he despised philosophers of Austin's and Urmson's generation and every logical approach to philosophical problems (prof. Urmson says that he refused to read beyond the first half dozen pages of Ayer's Language, Truth and Logic, saying it was worthless), he and Austin had great respect for each other.

Sire Isiah Berlin recalls that already in years 1933-35, Austin was discussing Pritchard's views on "moral obligation" and in 1947, a year after the presentation of his first performative theory to the philosophical societies of Oxford and Cambridge, he even exchanged with others...
Pritchard some letters on the nature of promising, but, unfortunately, they were not preserved.

The problem of promising or more exactly the "obligation to keep a promise", was Pritchard's obsession that deeply influenced all his work and left trace in almost all of his writings. The most concise presentation of it was given in the article "The Obligation to Keep a Promise", written in 1940, which isn't unimportant data, if we know that Austin developed his first performative theory in the years 1940-46 (not to mention that his key-example in both theories was precisely "promising").

So, according to Pritchard, what is promising?

"We never do, he says, what we should describe as promising a man X to do some action, unless we have in some degree the expectation that if we do, we shall produce in X the expectation that we shall do the action.

Of course, the expectation, "as is otherwise obvious", must be an expectation produced in a particular way, i.e., by the use of language. However, this is too wide a definition. Suppose we have an employer who says:

1) I have no intention of reducing the rates,

or

2) I promise not to change the rates, if you speed up.

Expectations arised in the two cases are different. In the first case they are based on beliefs,

1) that the employer was speaking truthfully

and

2) that he is not likely to change his mind on such a matter.

In the second case they are based, "at least in part, on the belief the employer thinks, that he has bound himself simply by promising, whether he produces the expectation or not."

And the definition of promising Pritchard gives in this context is very interesting - it sounds as if coming from Austin himself:

"Promising ressembles asking a question or issuing an order ..., it consists not in making a statement, but in doing something in the sense in which we oppose doing to mere talking."

When one has defined promising in such a way, than any attempt to base the obligation to keep a promise on promising's being the creation of an expectation is doomed to failure.

Promising is thus not producing an expectaion. What is it then?

"On thing is obvious, thinks Pritchard, promising requires the actual use of the word "promise", or else of some equivalent, such as "undertake", "agree", "give you my word" or "will" in "I will". This being so, we can at least say that when I promise X to do some action, I

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8 Ibid.
9 Ibid.
am causing X to hear a certain noise, which has a definite meaning, both to X and to me, together with the term ordinarily used for the action in such a way, that X believes that the sounds proceeded from me."\textsuperscript{10}

But how can I bind myself to do anything by simply producing some noises? Because I have already given some more general promise, says Pritchard, "because I have already promised not to cause a noise of that kind in connexion with the phrase for some an action without going on to do the action."\textsuperscript{11}

Of course, we can ask ourselves: and what is binding us to promise in that more general way? A new, previous, and (even) more general promise? Pritchard himself noticed this inconvenience, he even thought that it was fanciful to maintain that we could trace in our own mental history this general promise but, nevertheless, he was convinced that the problem must be transferred, for if the concrete, particular promise which,"strictly speaking, isn't promising ... but making certain noises in virtue of which I become bound to do the action", if this particular promise presupposes a preceding and more general promise, than we have to occupy ourselves with the first one.

First of all, we must find out whether the concrete, particular promise in fact presupposes a more general one, for which Pritchard says:

"... an agreement to do a particular action is not an agreement and the general agreement is not an agreement to keep our agreements, but an agreement to do what is ordinarily called keeping our agreements, i.e., not to make a certain noise in connexion with the phrase for some action without going on to do the action."\textsuperscript{12}

Strangely put, isn't it, and also, what is the point, where is the difference between, for example, "an agreement to keep our agreements" and "an agreement to do what is ordinarily called keeping our agreements"?

Pritchard himself thought it was rather "puzzling" and he suggested the following procedure: we can imagine a stage at which we do not think that by using this or any other special form of language we become bound to do the action. And we can ask ourselves:

1) Should we at this stage come to want at least to be able to become bound, and
2) if we did, is there any step which we could take, and by taking which we should become bound?

Two things are clear, thinks Pritchard:

1) To keep a promise isn't the first act a man is bound to do. For if he is acquainted with the meaning of a promise, of an act of promising, he must be acquainted with something more general, something like obligation, and therefore with other acts like duties.
2) We can only promise within a group of - at least - two people, each of whom believes and in acting to some extent relies on the belief that the others are beings who not only think they have certain obligation, but are likely to do what they think themselves bound to do.

So to make promising possible at all, there must be a group of people who have certain obligations and are aware of them. The success of any effort to achieve a welfare of our own therefore depends not merely on the fact that the others would act and refrain from acting in certain way, but also on our being able to rely on the belief that they would.

\textsuperscript{10} Ibid.

\textsuperscript{12} Ibid.
Yet, proceeds Pritchard, it would soon also become obvious to us, that to devise even moderately hopeful plans, we should need more. To realize that more is needed, we should only have to notice that nearly all action which is of importance for our own welfare requires the co-operation of someone else, and then to consider what is required for the co-operation to be possible.

And what is required is "... the use of language in a wide sense of the term ...".  

To make the co-operation possible, Pritchard suggests the following procedure: let us first fix "on a certain noise or mark on paper, which could be made in connexion with using the term for an action, and than agreeing or promising not to make this noise or mark in connexion with using the term for some action without going on to do the action. If we do this, the trick will be done, because then, by making the noise or mark thus, we shall be bringing into existence the obligation to do the action in virtue of our general agreement or promise".  

It seems that that mythical procedure is necessary for Pritchard if he wants to preserve the notion of "moral obligation" as being dependent on a (more) general promise (to keep our agreements).

For "... it is impossible by any action whatever simply to create an obligation, i.e., to create it and nothing else. If we are to create an obligation, we can do it only by creating or bringing into existence something else."  

The trouble is that "something else" are again "certain noises". I say it is the trouble because it forces Pritchard to the following conclusion which refers to something the conclusion itself is supposed to prove:

"And if it seems impossible to us that the production of the noises would give rise to an obligation unless we thought that we have already made some promise about our making such noises, then we have got to allow that in some way or other we have this thought and that therefore there must have been such a promise, though from the nature of the case, we must have made it somehow without language."  

In Pritchard's opinion, we can avoid this "solution" only if we are acquainted with the meaning of the noise "promise"; in that case, "I promise" doesn't need a previous, more general promise.

However such a subsidiary solution is useless, for "the real problem is to understand, how it is that we think, that if we make the noise "promise" ... we shall thereby become bound to do the action."

And we already know the answer to that question: we have previously given a more general promise, though without language and knowing nothing of it. Thus we are trapped in a vicious circle between two inadequate answers that refer to one another: if we want to explain why "certain noises" give rise to a certain obligation, we have to presuppose there was a sort of previous, general agreement (to keep our agreements). The only way to avoid this general agreement is to understand the meaning of the uttered noises. But, then, the problem really is, why is it that some noises give rise to a certain (moral) obligation. We can answer this question only by presuming there was a sort of previous, general agreement. And so forth, and so forth ...

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13 Ibid.
14 Ibid.
15 Ibid.
16 Ibid.
The situation is really much alike the story Austin once told to illustrate the preoccupations of moral philosophy:

"Jones is preparing to go on a protracted journey through the desert. He has two enemies, A and B. A treacherously fills Jones' canteen with deadly poison. B comes along and knowing nothing of A's heinous deed, punches a hole in the canteen. Jones marches off into the desert with his leaky canteen and dies of thirst. Question: who killed Jones, A or B?"¹⁷

Austin wanted to break this vicious circle, and my guess is that his first performative theory is an answer to Pritchard's question. If I may paraphrase it once more: how is it that we think that if we make the noise "I promise" or "I do" or "I give" or "I order" ... we shall thereby become bound to do the action?

Because, answers Austin, there is a ritual that in appropriate circumstances, I say a certain formula: e.g., "I do", when standing, unmarried or a widower, beside a woman, unmarried or a widow and not within the prohibited degrees of relationship, before a clergyman, registrar, etc. Or "I give", when it is mine to give, etc. Or "I order", when I have the authority to do so.

And when I utter the "noise" "I promise", for example, I shall thereby become bound to do the action because it is socially approved that it is the way it is to be done, and not because I have somehow previously promised not to utter certain noises in connexion with phrases for certain situations.

The mystery is in the convention, not in the noise, or, more precisely, the mystery of the noise is the convention. It is a generally accepted convention that when we want to promise we (simply) say "I promise".

Austin's answer abolishes the painful self-questioning whether there was a primary general agreement (to keep our agreements) or not and makes unnecessary Prichard's conclusion that we have generally promised somehow, without words and not knowing it.

He needed precisely that kind of performative theory, a theory based on (solid) extra-linguistic conventions, because he had to explain how certain linguistic phenomena can produce extra-linguistic effects, something that moral philosophy, as we have seen, couldn't cope with.

But inasmuch as he is answering the question(s) formulated by moral philosophy he stays within its framework, so in a way we could say that the speech acts theory, his first performative theory gave rise to, was a by-product of moral philosophy.