

PROMISES, COMMITMENTS, AND THE NATURE OF OBLIGATION

Crescente Molina

UNDER a widespread understanding of the nature of moral obligation, one cannot be under an obligation to perform or omit an act and have a moral power to release oneself from one's obligation. According to this view, being under an obligation *necessarily* entails relinquishing one's sovereignty over the obligatory matter—that is, one's capacity to control one's own obligational world. This essay argues against such a view.

I shall argue that by making what I will call a *commitment*, a person assumes an obligation toward another on a given matter while preserving the power to release herself from her obligation. I contrast relationships of commitment with the obligations and claims constituted by promises. Like promissory relationships, relationships of commitment are relationships of directed obligation and claim: commitments, in our sense, are owed to another person. Yet, unlike promissory relationships, relationships of commitment are not what I shall call relationships of *personal authority* or *exclusive deontic control*. Commitments constitute morally obligatory acts over whose obligatoriness those obliged always retain control. They constitute obligations over which obligors preserve moral sovereignty. Thus understood, the philosophical literature has ignored the existence of commitments.¹ This is surprising given that, as I will contend, often very important normative arrangements of our lives are or entail commitments.

Here is my plan. Section 1 explores the structure of a commitment and contrasts it with that of a promise. Section 2 shows how commitments shed light on the functioning of important moral phenomena. I consider some cases of loyalty obligations in romantic partnerships and in voluntary associations, and show how distinguishing promises from commitments helps us understand the role and scope of the law of contracts. Finally, section 3 shows that the existence

1 Distinguish my notion of commitment from other interesting, yet different, ones available in the literature. See, e.g., Chang, "Commitment, Reasons, and the Will," 76–79; or Margaret Gilbert's notion of "joint commitment" in *Rights and Demands*, chs. 9–10. See also below notes 2, 7, and 9.

of commitments invites us to revise some widespread, traditional philosophical views about the nature of moral obligation.

1. THE STRUCTURE OF A COMMITMENT

It is common for philosophers to hold that validly made promises put promisors under an obligation to act as promised and grant promisees a claim to performance against their promisors.² Yet there is a tradition within the philosophy of promising that has given a distinctive interpretation to the idea that promises constitute directed obligations and claims. Under this view, the fact that promises constitute directed obligations and claims entails the creation of what I will call a relationship of *exclusive deontic control* or *personal authority* over the promised matter. This means not only that the promisee is exclusively entitled to demand performance or blame the promisee in case of breach but also that she is the only one who is exclusively entitled to release the promisor from his duty. The promisee's power over the promisor's duty may of course be regulated by different sorts of normative considerations. Perhaps, for example, the fact that performance has become unfairly burdensome to the promisor constitutes a reason for the promisee to release the promisor. Yet considerations of this sort can be seen as merely regulating the reasonableness or justifiability of the exercising of a power that exclusively belongs to the promisee. The promisee can use her power in a wise or unwise way, but she is always exclusively sovereign over the promised matter. Using a proprietorial metaphor, we may say that, according to this view of the nature of promises, the promisee *owns* the promised performance.

Alongside early modern and modern philosophers such as Grotius or Kant, leading contemporary writers endorse the idea that promises are a kind of authority-creating/sovereignty-restricting mechanism.³ Hart, for example, claims that

- 2 There are promises that are arguably not *deontically* significant at all, even if they may have other sorts of rational or normative effects (they may, e.g., affect only our epistemic reasons or put the promisor under a normative reason to act as promised yet not under an obligation to do so, etc.). Furthermore, according to some, there are promises whose deontic effects concern only the promisor's self (i.e., so-called self-promises). Here I will focus only on promises that have interpersonal bipolar deontic or obligational impact (i.e., on those that create or constitute obligations and claims directed to others). For some important contemporary work on self-promises, see, e.g., Hills, "Duties and Duties to the Self"; Rosati, "The Importance of Self-Promises"; Dannenberg, "Promising Ourselves, Promising Others"; and Fruh, "The Power to Promise Oneself"
- 3 See, e.g., Grotius, *The Rights of War and Peace*, 3:703–5; Hobbes, *Leviathan*, 91–93, 97; Pufendorf, *On the Duty of Man and Citizen according to Natural Law*, 69–70, 106; and Kant, *The Metaphysics of Morals*, 6:274.

by promising to do or not to do something, we voluntarily incur obligations and create or confer rights on those to whom we promise; we alter the existing moral independence of the parties' freedom of choice in relation to some action and create a new moral relationship between them, so that it becomes morally legitimate for the person to whom the promise is given to determine how the promisor shall act. The promisee has a temporary authority or sovereignty in relation to some specific matter over the other's will.⁴

More recently, and in the same vein, Owens argues that

promising is designed to serve our authority interests. To predict that I shall give you a lift home, or to express the present intention of so doing, is only to give you some information about what I shall do. 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. . . . I may make this promise for all sorts of reasons deriving from your needs and interests (and my own). But once the promise is made, it is a matter for you whether its fulfilment is required of me—you can demand a lift home for any reason, good or bad.⁵

However, the characterization of promising as an authority-creating/sovereignty-restricting mechanism proposed by these writers should not lead us to a mistaken universal generalization—namely, that our powers to bind ourselves by fiat are *only* powers to form relationships of authority or exclusive deontic control, or that *all* our directed obligations and claims entail such relationships. I shall argue that our capacities to make commitments and to make promises belong to the same genus of normative powers. They are powers to bind ourselves by declaration or fiat. Yet they are different. We have powers to institute relationships of directed obligation that amount to relationships of personal authority or exclusive deontic control, and we may think of our power to promise as belonging to this kind. But we have a normative power that is different from promising in this sense, or so I will argue. I refer to our power to constitute relationships of directed obligation

4 Hart, "Are There Any Natural Rights?" 183–84.

5 Owens, "A Simple Theory of Promising," 71. For another influential recent account of promising along similar lines, see Shiffrin, "Promising, Intimate Relationships, and Conventionalism." On Shiffrin's view, by "promising to ϕ , the promisor transfers his or her right to act otherwise to the promisee. To not ϕ , then, is to act in a way the promisor has no right to do, and to ϕ is to act in a way the promisee has a right that she (the promisor) do" (517).

and claim that do *not* amount to relationships of personal authority as our *power to make commitments*.⁶

By making a commitment, a person assumes an obligation toward another on the committed matter. Unlike mere personal resolutions, which may under certain conditions give us reasons for acting as resolved, commitments in my sense institute relations of directed obligation.⁷ The obligor's obligation in a commitment is directed toward the commitment's recipient (the "moral creditor"), who in turn acquires a claim to performance. As long as the commitment relationship is in place, the moral creditor is *entitled* to the committed performance. The marks of relationships of *deontic entitlement*, as I will understand these relationships here, include at least: (1) the *fittingness of demand* (i.e., it is *pro tanto* fitting or appropriate for those who are deontically entitled to another's acting or refraining from acting in a certain way to demand it of their obligor); (2) the *fittingness of blame* (i.e., it is *pro tanto* fitting or appropriate for those who are deontically entitled to another's acting or refraining from acting in a certain way to blame their obligor in case of breach); and (3) the *exclusive right to forgive* (i.e., only those who are deontically entitled to another's acting or refraining from acting in a certain way have the right to forgive their obligor in case of breach). All the marks of deontic entitlement are present in relationships of commitment. What moral creditors of commitments lack, however, is personal authority over the committed matter. They do not have exclusive control over the obligor's obligation: both moral creditors *and* obligors in a commitment have an independent power to release the obligor.

Hence, in contrast to promissory relationships, we may aptly say that those obliged by commitments share *equal sovereignty* with their moral creditors over

6 The possibility of commitments is ignored by Hart who, at the end of the passage quoted above, maintains that "the promisee has a temporary authority or sovereignty in relation to some specific matter over the other's will *which we express by saying that the promisor is under an obligation to the promisee to do what he has promised*" ("Are There Any Natural Rights?" 183–84, emphasis added). As we will see below, the existence of commitments shows that not all directed obligations entail an authority relationship as Hart seems to assume.

7 Cf. Ruth Chang's notion of commitment, which perhaps in capturing part of the ordinary use of the term understands a commitment roughly as a unilateral act of the will by which agents give themselves normative reasons ("Commitment, Reasons, and the Will"). My notion of commitments is different, for the point of commitments in my sense is to constitute bipolar (interpersonal) deontic constraints and not simply to give us reasons for the committed act. Sam Shpall has offered a comprehensive theory of commitments that purports to account for different senses in which commitments can have rational or normative (and deontic) effects ("Moral and Rational Commitment"). In this regard, my notion of commitment is narrower and less theoretically ambitious, for again it refers exclusively to what I take to be a distinctive kind of bipolar, interpersonal deontic relationship.

the acts that their commitments render obligatory. Put in other terms, in relationships of exclusive deontic control or personal authority, such as promissory ones, there is only *one* key to the obligational lock, and it is held by the moral creditor (i.e., the promisee). By contrast, in relationships of commitment there are *two* keys to the obligational lock, and one is held by the moral creditor and the other by the obligor herself.

To be sure, as I understand them, commitments are *bilateral* in the same sense that some philosophers have argued promises are.⁸ The obligations that commitments constitute are a product of both the obligor's and the moral creditor's choices. The binding force of commitments is conditional on the moral creditor's *uptake* of the claim offered by the obligor, and therefore both parties involved in the formation of a commitment agree to form an obligational relationship that does not amount to a relationship of personal authority or exclusive deontic control over the obligatory matter. Thus, the difference between promises and commitments should not be understood to lie on an alleged unilaterality of commitments when contrasted with promises.⁹

In the next section, I will illustrate these points with some examples. I purport to show that important arrangements in our lives have the structure of commitments. Of course, demonstrating that commitments are part of our moral world may not be sufficient. One may hold that a complete defense of the claim that we have the power to make commitments must also show that there is value in our possessing such a power.¹⁰ My main aim here is to show that we have the power to make commitments and that we must distinguish this power from our power to make promises (i.e., from our power to form relationships of obligation that amount to relationships of exclusive deontic control). However, let me briefly elaborate on the kind of value that I believe our power to make commitments serves.

A life deprived of at least the possibility of owing and being owed special obligations lacks an important aspect of what makes it go well. Our obligations

8 See, e.g., Kant, *The Metaphysics of Morals*, 6:272–73; Owens, *Shaping the Normative Landscape*, 223–26.

9 Cf. Chang, for whom commitments (in her sense of the term) are fundamentally unilateral in nature (“Commitment, Reasons, and the Will”). Yet also cf. Shpall, for whom moral commitments are, like promises, bilateral in nature and yet (unlike my notion of commitments and like promises) unilaterally inescapable for the obligor (“Moral and Rational Commitment,” 162–63).

10 See, e.g., Raz, who maintains that “a person's act is an exercise of a normative power if it brings about or prevents a normative change because it is, all things considered, desirable that that person should be able to bring the change about or prevent it by performing that act. Those who can exercise a normative power have a normative power to do so” (*The Roots of Normativity*, 162–63). See also Raz, *Practical Reason and Norms*, 69–73.

and claims as members of families, or as friends, colleagues, fellow citizens, and the like, are often constitutive aspects of what makes these relationships valuable. They are in themselves elements of our well-being.¹¹ Yet, an autonomous life is not only one in which we engage in valuable projects, activities, and relationships but also one in which we have some control over which of these projects, activities, and relationships we pursue. Thus, if deontic entities belong to the list of goods that constitute a good life, in principle, an autonomous life is one in which we have some degree of control over the deontic aspects of our life. There is no reason to maintain, however, that our interests in being able to mold our deontic world are limited to our interests in forming relationships of authority.

One element within our interests in deontic control may be what Owens calls our “authority interest”—that is, an interest in forming relationships of personal authority with others.¹² Yet our deontic-control interests are not only authority interests. Besides an authority interest, I maintain that we have what I call an *allegiance interest*. The allegiance interest is precisely a human need for developing voluntary obligations toward others without thereby relinquishing our sovereignty over the obligatory matter. It is an interest in being able to form voluntary relationships of directed obligation over which we, as obligors, retain and not relinquish control. Whereas our authority interest is fostered by our power to make promises and by promissory obligations and claims, the allegiance interest is served by our power to make commitments and by the obligations and claims that commitments constitute. Let us now consider some examples of commitments.

2. COMMITMENTS: SOME APPLICATIONS

2.1. Loyalty Obligations

Some of the special obligations that constitute some of our personal relationships are not voluntary in nature—that is, they do not have an exercise of normative power as their source or ground. As your friend, I owe you special attentiveness, respect, and care. And I may owe you these special loyalties without ever choosing (or declaring a choice) to be bound to these things. Friends, though perhaps bad ones, may be under such loyalty obligations without even being aware of it. Friendship loyalty obligations of this sort are simply grounded in *our friendships*—that is, in the network of habits, shared

11 Different versions of this idea may be found in, e.g., Raz, “Liberating Duties,” 18–21; Schefler, “Relationships and Responsibilities”; and Owens, “The Value of Duty.”

12 See Owens, *Shaping the Normative Landscape*, 3–21.

expectations, dispositions, beliefs, and emotions that constitute our friendships. They thus need not have as their source an exercise of normative power by any of the involved parties.¹³

However, not all loyalty obligations are like this. Some are a product of the parties' normative powers. Consider the case of sexual fidelity obligations in romantic partnerships. Many of the loyalty obligations we acquire toward our romantic partners are not voluntary in nature. Like friendship obligations, they are grounded in our romantic relationships in themselves—that is, in the habits, expectations, emotions, beliefs, and dispositions we share with our romantic partners. Other loyalty obligations, however, may arise when agreed or voluntarily assumed by the involved parties. This is at times the case of sexual fidelity obligations. Perhaps one may under certain circumstances acquire a sexual fidelity obligation or claim toward one person without ever really choosing or agreeing to assume such an obligation or claim (e.g., by leading them to form sufficiently strong expectations regarding one's sexual intentions and by inducing them to rely on such intentions). Yet at least some romantic partners fix the existence, content, and scope of their sexual fidelity obligations by fiat or agreement—that is, by exercising their normative powers. This is where the central question that concerns us here arises: when they take a voluntary form, as they often do, what is the nature of our sexual fidelity obligations?

According to a common view, they are simply promises. Accordingly, under this view, sexual fidelity obligations are relationships of personal sexual authority that the involved parties have voluntarily created. Thus, when Paula voluntarily assumes a sexual fidelity obligation toward her partner John, she gives him an exclusive entitlement to determine whether she is under a duty to refrain from having sex with other people.

Assuming that voluntary arrangements regarding sexual fidelity are promises, philosopher Hallie Liberto arrives at the interesting, thought-provoking revisionist conclusion that we ought not to make this kind of promise in the first place and that, in case we do, promisees are under a duty to release their promisors.¹⁴ According to Liberto, it is morally objectionable that agents acquire genuine personal authority over other autonomous agents' sexual lives. In her view, sexual fidelity promises would be akin to an act of sexual servitude. The problem with this view, however, is that it simply assumes that *this* is what is going on in the case of sexual fidelity arrangements. One may or may not share with Liberto the intuition that some promises in the sexual

13 For a similar contrast between the ways in which we acquire promissory and friendship obligations, see Raz, *The Authority of Law*, 257.

14 See, e.g., Liberto, "The Problem with Sexual Promises," 403–13.

realm are morally problematic. However, we do not need to solve this issue to understand the nature of ordinary sexual fidelity arrangements because, in contrast to what Liberto assumes, these arrangements are not promises but commitments. Liberto's puzzle disappears once we characterize sexual fidelity arrangements as commitments.

Here is what I take to be a plausible theoretical reconstruction of the phenomenology of our voluntary sexual fidelity arrangements. By creating these arrangements, romantic partners voluntarily assume obligations regarding their sexual lives, usually obligations to refrain from having sex with other people. When undertaking these obligations, however, they also grant each other *equal, independent powers to release* themselves from their obligations. They assume sexual fidelity obligations toward each other while *preserving sovereignty* over their sexual lives. The fact that sexual fidelity arrangements are commitments and not promises explains why those under them can liberate themselves from their obligations by merely communicating their choice to their partners. To take our example from before: for the duration of Paula's sexual fidelity commitment—that is, before she or John releases her from the obligation or before any other canceling factor obtains (e.g., John's death)—Paula owes it to John to refrain from having sex with other people. John therefore has a claim that she perform her obligation, Paula's practical deliberation is presumptively constrained toward performance, and it is *pro tanto* appropriate for him to blame her and for her to feel guilty in case of breach. However, John has no authority over the committed matter. Paula remains sovereign over her sexual life and can at any time release herself from her duty by communicating her choice to John.

Some may wish to reject the idea that in sexual fidelity arrangements those obliged have a normative power to release themselves from their obligations. They may insist that sexual fidelity arrangements are just promises and that only the moral creditor therefore has the power to release the obligor. According to this view, what explains the obligor's merely apparent power to release herself is that the obligor's declaration that she no longer wishes to remain obliged gives the moral creditor strong reasons to release the obligor.¹⁵ Since the value of sexual fidelity presupposes that the parties involved are both willing to preserve their sexual fidelity arrangement, the fact that one of them no longer wishes to remain in it counts as an extremely powerful, almost nondefeasible reason for the moral creditor to release the obligor. As a result, the moral creditor's claim to performance would not actually terminate after the obligor's alleged self-release. He now only ought not to exercise this claim and must therefore release the obligor.

15 See, e.g., Kimel, "Personal Autonomy and Change of Mind in Promise and in Contract."

This view strikes me as misguided. When Paula communicates to John her decision to terminate her sexual fidelity obligation, she does not see herself as simply giving him powerful reasons for releasing her. She sees herself, in this moment, as terminating her sexual exclusivity obligation toward John. And she is correct on this point. Her capacity to release herself is not subordinated to John's reasonable exercise of his power to release her: it is in her own sovereignty to liberate herself from her commitment. It may be true that at least part of the value of the practice of sexual fidelity derives from the fact that it is voluntarily carried out by those involved. But this is not an argument against characterizing our sexual fidelity arrangements as commitments. On the contrary, it helps to explain why when choosing the deontic structure of our sexual fidelity arrangements, we use commitments and not promises. We use a tool by which we assume bonds toward each other on a certain matter while maintaining the power to release ourselves from such bonds precisely because we believe that the committed matter (i.e., sexual fidelity) merits *this* deontic structure and not the one of a relationship of personal authority.

Another way in which someone may insist on characterizing voluntary fidelity obligations as promissory in kind is by holding that fidelity promises are made under the condition that the parties remain in their relationship. Thus, under this view, Paula indeed grants personal authority to John over her sexual life by making a sexual fidelity promise, yet such promissory relationship lasts only while she remains in a relationship with John. If she breaks up with him, she is no longer bound by her promise. Yet is this view really proposing something different from maintaining that these obligations are commitments? I do not believe so.

Many different things are usually involved in the complex set of acts and declarations comprised in the process of breaking up or terminating a romantic relationship. For instance, our romantic terminations often entail our communicating to our partner a change in our feelings and dispositions toward them and our intention to change the way we behave toward them (e.g., our decision not to live together any longer or to stop being physically intimate with them, etc.). But what is it that terminates about the involved parties' relationship when we say that one of the parties (or both) have ended their relationship? It seems clear to me that the only direct, constitutive, or essential effects of such terminations are *deontic* in kind: romantic terminations cancel the claims and obligations we owe to each other *qua* romantic partners. By breaking up a romantic relationship, one of the involved parties, or both of them, terminates the claims and obligations that constitute their relationship by fiat; that is, they end them by communicating a choice to thereby terminate such obligations and claims. Romantic terminations are thus exercises of a deontic power, of a

power that each partner has to cancel the deontic arrangement that constitutes their relationship.

To be sure, romantic terminations often also have other consequences besides their direct deontic-cancellation effects. If Paula breaks up with John, her termination will likely cause a change in the dispositions, feelings, and expectations that John and herself have toward each other. Yet these nondeontic aspects of their relationship (i.e., the network of dispositions, beliefs, feelings, habits, and expectations attached to their relationship) may or may not terminate *ipso facto* by Paula's termination—that is, by the very act of Paula's communicating to John her choice to terminate their relationship. The only direct, essential effect of her termination is that it cancels the obligations and claims that Paula and John owe each other as romantic partners.¹⁶

We can now see why simply postulating that voluntary fidelity arrangements are promises made under the condition that the parties have not terminated their relationship does not really constitute an alternative to the view I have proposed. For these promises will precisely entail the promisor's power to liberate herself from her promissory obligation by simply communicating to the promisee her choice to liberate herself (i.e., her choice to terminate the relationship). A promise that binds the promisor only while she remains in a relationship does not constitute a relationship of personal authority *if* the promisor has the power to terminate such relationship by sheer fiat. Thus, if promises are authority-creating/sovereignty-restricting mechanisms, voluntary sexual fidelity arrangements cannot be promises. As I have argued, they must be commitments.¹⁷

My argument so far has been that by releasing herself, the obligor can terminate her commitment obligation. The obligor's unjustified release, however, may cause a serious setback to the moral creditor's well-being and thus *wrong* him, even if her release terminates the moral creditor's claim and her obligation. For instance, under certain circumstances romantic terminations may cause significant harm to the moral creditor (e.g., psychological, financial), and the

16 More precisely, terminations directly cancel only the obligations and claims over which the involved parties have control. It seems clear to me that at least some of our relational obligations and claims may not be terminated by sheer fiat. For instance, we do not tend to think we can directly terminate all of our friendship obligations or claims by simply communicating to our friend that we thereby end our friendship.

17 The idea that some romantic loyalty obligations cannot be promissory in nature has been nicely highlighted by Elizabeth Brake, who argues that marital vows cannot be promises, for that would lead us to hold that unilateral divorce is generally wrongful, which, according to Brake, is not an acceptable conclusion ("Is Divorce Promise-Breaking?"). Understanding marital vows as constituted by commitments and not promises would dispel Brake's worry.

possibility of causing such harm may count as a consideration that strongly militates against the obligor's self-release. If the obligor, without sufficient justification, releases herself from her commitment and thus fails to act on the undefeated considerations that count against her release, we may say that she in some sense "wrongs" the moral creditor. It may be appropriate for the moral creditor, as a victim of the obligor's injurious self-release, to resent and rebuke the obligor, and for the obligor to feel remorse and to offer the moral creditor explanations for her unjustified termination. However, even if it may constitute a wrong or wronging in *this* sense, the obligor's self-release always terminates the obligatory force of her commitment. After Paula has exercised her power to release herself from her sexual fidelity obligations toward John, John is not deontically entitled to Paula's performance. Paula's practical deliberation is no longer deontically constrained on the matter, John is not entitled to demand that she refrain from having sex with other people, and it is not fitting any longer for John to blame her or for her to feel guilty if she does. Of course, Paula may have powerful reasons to refrain from having sex with other people right after her release (e.g., out of respect for John's feelings). But her commitment no longer puts her under any obligation to refrain from doing so.¹⁸

Other voluntary loyalties are similar to sexual fidelity obligations; they are commitments and not promises. Consider the case of some of the loyalty obligations entailed by our memberships in voluntary associations. Some of these loyalty obligations are the product of an exercise of normative power by those involved. By joining a political party, for example, incoming members

18 Thus, the alternative sense of "wrong" or "wronging" mentioned above does not entail the violation of a deontic entitlement. In other words, the fact that the moral creditor has "standing to be wronged" (in the above-mentioned sense) by the obligor's release does not entail that he is deontically entitled to the obligor's refraining from exercising her power to release herself. Indeed, it presupposes that he is not deontically entitled to the obligor's release. I think the distinctive marks of this special form of wronging relationship include: (1) the victim's right to demand *explanations* (not apologies) for the "wrongful" behavior; (2) the fittingness of the victim's *complaints* (where the target or direction of such complaint is different from blame's, for under the account of deontic entitlement I have adopted here, blame is only an appropriate reaction to an unjustified breach of obligation—that is, to a violation of a deontic entitlement); and (3) the fittingness of *resentment* (where, again, the reason, target, or direction of resentment is the fact that the obligor did not give the victim's interests sufficient weight in her decision to release herself, and not the breach of an obligation. Again, when the target of the victim's resentment is the breach of an obligation owed to the victim, resentment constitutes, at least in part, blame). Nico Cornell ("Wrongs, Rights, and Third Parties") insightfully defends the idea that wrongings may in certain cases not be equivalent to rights violations. The idea of wronging without breach of obligation that I am putting forward here, however, is different from Cornell's in important regards. I will leave an exploration of such differences for another occasion.

often sign up for a package of loyalty obligations. By pledging such loyalty to the party, they assume, for instance, an obligation to avoid plotting with their political adversaries against the party's goals. As long as they remain in the party, their practical deliberation is constrained accordingly, and blame and guilt are appropriate reactions in cases of breach. Yet, members of voluntary associations like political parties typically have the power to liberate themselves from their loyalty obligations by fiat—that is, by simply communicating to the party their decision to cancel their membership.

As in the case of sexual fidelity obligations, by exercising one's power to release oneself from partisan loyalty obligations, one may under certain circumstances wrong one's moral creditors. For example, quitting the party in order to join the adversaries in the middle of a political battle may constitute a case of injurious self-release. The obligor's self-release may render apt her remorse, her explanations, and the moral creditors' resentment and rebuke toward the obligor. However, after her release, her comrades are no longer *entitled* to her partisan loyalty. Her practical deliberation is no longer deontically constrained toward the performance of partisan loyalty acts, and blame and guilt are no longer appropriate reactions to her failing to undertake such acts. To be clear, our memberships in voluntary associations frequently entail relationships of authority. The members of a party may owe the annual membership fees to the party, and only the party (i.e., its administrative board) can release them from this obligation. The point is that at least *some* of our voluntary associative obligations, particularly those that constitute bonds of associative loyalty, seem to be commitments and not simply relationships of personal authority such as promissory relationships.¹⁹

Let us consider one final example to illustrate the explanatory potential of commitments.

2.2. *Contract Law*

The law of contracts is the law of enforceable private agreements. Legal systems do not enforce all kinds of private agreements, however. For instance, it is a basic feature of the practice of modern contract law that loyalty obligations, such as sexual fidelity obligations or marital loyalty vows, are generally legally unenforceable. Even when their breach results in serious harm to the moral

19 Like in the case of sexual fidelity commitments, it is plausible to think that we give our voluntary associative loyalty obligations the structure of commitments and not of promises precisely because the value of our membership in this type of association is at least partially constituted by the fact that we can choose to remain in them or not. Thus, commitments and not promises are the kind of deontic arrangement that most appropriately fits the kind of value this type of association has for us.

creditor, he is not legally entitled to demand performance or damages.²⁰ Yet why are the obligations produced by these kinds of agreements not enforceable? Instead of drawing a principled distinction between the structure of these types of obligations and that of those that the law tends to enforce (e.g., those that arise from agreements made in the context of commercial exchange), some contract theorists maintain that loyalty obligations and other forms of personal promises are not enforceable because we would in one way or another undermine the value of the promised matter if we enforced them. Hence, in their view, these personal promises are *in principle enforceable*, but we ought not to enforce them because by forcefully extracting their performance, we undermine the value of performance itself. For example, since sexual fidelity's value depends on it being voluntarily practiced and therefore not coercively extracted, enforcing sexual fidelity promises would deprive sexual fidelity of its value.²¹

There is some truth to this explanation, for it is clear that legal enforcement may often do more harm than good, and this may account for some of our contractual enforcement practices. But I believe that there is a more basic aspect of the nature of this type of obligation that renders these obligations unenforceable.

20 True, the breach of such obligations may constitute one of the grounds for a divorce, which in turn may amount to some forms of compensation. Yet in such cases, besides pending property distributions and other financial adjustments between spouses, compensation is typically awarded to the partner who, as a result of the marriage, incurs a financial "opportunity cost" by relying on the *stability of marriage* (e.g., abandoning her career in order to become the main caretaker of the family). Compensation thus is not awarded for the harm caused in virtue of the breach of the loyalty obligations as such, but as a distributive measure to alleviate the often unfairly distributed burdens of marital arrangements. Accordingly, for example, sec. 25 A 2 of the English Matrimonial Causes Act 1973 provides that such compensation is awarded to repair the "undue hardship [caused by] the termination of [one of the parties'] financial dependence on the other party." For some recent cases that vindicate this rationale in English law, see, e.g., *Miller v. Miller*; *McFarlane v. McFarlane* [2006] UKHL 24; or *RC v. JC* [2020] EWHC 466 (Fam).

21 See, e.g., Smith, who maintains that

the law's refusal to order specific performance and to punish breach can be linked to its refusal to provide redress for wrongful harms like cheating on a partner, lying to a brother or failing to deliver a gift. . . . The reason the law stays out in such cases, I believe, is that there is little that law can do to redress such wrongs and, as importantly, because legal interference may make the valuable activities in issue (loving and familial relationships, gift relationships) less valuable. ("Performance, Punishment, and The Nature of Contractual Obligation," 363)

Similarly, see Kimel, who holds that a "legal prohibition on adultery (or, say, the general availability of a legal injunction against it) would only diminish the significance [of marriage], and hence value of marital faithfulness" ("The Choice of Paradigm for Theory of Contract," 245). See also Eisenberg, "The World of Contract and the World of Gift."

It is not, of course, that loyalty obligations or marital vows are less important in the eyes of the law than the other private agreements that, unlike loyalty bonds, the law declares legally enforceable (e.g., sales, leases, etc.). Our loyalty bonds may be of crucial importance to us, and their breach may often undermine our well-being to a greater extent than the breach of many of our commercial arrangements. I believe that the reason loyalty bonds are not legally enforceable may have to do with the *kind of normative relationship* they entail. Here is a possible answer: the law is concerned only with the enforcement of entitlements that constitute domains of our authority. Only claims and obligations whose violation *also* constitutes the violation of someone's personal authority merit a coercive legal response. Since the moral creditor of a commitment does not have authority over the committed matter, her claim to performance is not sufficient to justify a legal remedy. Again, for the duration that the obligor's commitment stands, her breach may render her blameworthy and justify the moral creditor's rebuke and complaint. However, as we saw, the obligor always retains her sovereignty over the committed matter, and thus the breach of her commitment never entails a violation of the moral creditor's authority.

For some writers, the contention that promises are acts that create authority or restrict sovereignty comes in the form of the claim that promises create a *right* to performance.²² In their view, the possession of a right entails what one may call a sphere of *exclusive sovereignty*: a matter over which nobody but the right-holder may have the power to determine what is owed to her. Rights are thus domains of independence from external—both factual and deontic—control.²³ At least under this sense of what it is to have a right, we may aptly say that commitments, unlike promises, do not create a *right* to the committed matter even if they create obligations and claims to performance.

Contract law seems to be concerned with the enforcement of agreements that create rights (i.e., relationships of authority), and not with the enforcement of those that merely create obligations. There is surely more to be said on why only relationships of right and not merely relationships of obligation in principle justify legal enforcement, and there are also many other justificatory problems that a complete theory of contractual enforcement must address. But distinguishing promises from commitments gives us a clue as to what the basic role of legal remedies is. The law appears to be concerned not with correcting wrongs or breaches of obligations as such, or with the reparation of the losses that arise from these acts. For breaches of commitments may often be wrongful and harmful and still fall outside the contractual realm. In modern legal systems,

22 See those mentioned *supra* note 3.

23 See Nagel, who nicely defends this claim ("Personal Rights and Public Space," 94–95).

at least to a significant extent, contractual remedies, and perhaps the private law of remedies more generally, seem to be a reaction to harmful violations of *our rights*. And—unlike the breach of a promise—the breach of commitments (such as sexual loyalty obligations and other forms of personal loyalties), even if often wrongful and harmful, does not as such constitute a violation of the moral creditor's rights.

3. COMMITMENTS AND THE NATURE OF OBLIGATION

The reader may agree with the claim defended in the previous section that promissory relationships do not accurately capture the normative structure of our voluntary sexual fidelity arrangements or of other loyalty obligations. However, she may still have trouble endorsing the existence of commitments as a possible explanation. One aspect of the notion of commitment in particular might puzzle her. Commitments, as I have contended, constitute obligations over which the obligor retains control: in a commitment, the obligor can always *opt out* of her obligation by fiat—that is, by communicating to the moral creditor her choice to release herself. But are commitments really obligatory if that is so? For, one may hold, it seems to be an essential truth about the idea of an obligation that being under an obligation to ϕ necessarily entails that it cannot ultimately be up to the obligor's own choice to determine whether she is under an obligation to ϕ . Many philosophers endorse this understanding of the nature of obligation. Hobbes, for instance, maintains that “*promises* therefore . . . are Tokens of the Will; that is, . . . of the *last act* of deliberating, whereby the liberty of non-performance is *abolisht*, and by consequence are *obligatory*; for where Liberty ceaseth, there beginneth Obligation.”²⁴ And, Williams, in his famous critique of moral obligation, contends that

Moral obligation is inescapable. I may acquire an obligation voluntarily, as when I make a promise: in that case, indeed, it is usually said that it has to be voluntarily made to be a promise at all, though there is a gray area here, as with promises made under constraint. In other cases, I may

24 Hobbes, *Philosophical Rudiments Concerning Government and Society*, II. 10. See also Hart, who similarly maintains that

the force of the preposition “to” in the expression “having a duty to Y” or “being under an obligation to Y” (where “Y” is the name of a person) . . . indicates the person to whom the person morally bound is bound. This is an intelligible development of the figure of a bond (*vinculum juris: obligare*); the precise figure is not that of two persons bound by a chain, but of one person bound, the other end of the chain lying in the hands of another to use if he chooses. (“Are There Any Natural Rights?” 181)

be under an obligation through no choice of mine. But, either way, once I am under the obligation, there is no escaping it, and the fact that a given agent would prefer not to be in this system or bound by its rules will not excuse him; nor will blaming him be based on a misunderstanding.²⁵

Though their reasons for making these claims are of course different, both Hobbes and Williams seem to endorse the view that obligations always have an *authority-creating/sovereignty-restricting force*. Being under an obligation necessarily entails lacking sovereignty over the obligatory matter—that is, lacking the moral power to control our own deontic world on such matter. Hence, for these authors, commitments are a normative impossibility: our obligations always obtain at the expense of our sovereignty. If commitments do not, they cannot truly render acts obligatory.

But should we agree with this picture of the nature of obligation? An answer to this question should not be given by exclusive reference to an *a priori* concept of obligation where obligations are by definition authority-creating/sovereignty-restricting mechanisms as doing so would simply be begging the question. Instead, a sound response must derive from our exploration of the roles that obligations play in our normative world—that is, the ways in which obligations are connected to human interests or values. In other words, the form or structure that our obligations take must track their function or role.

It is certainly true that some obligations perform their role only if the obligor lacks control over them. Your interest in receiving truthful information and in being able to rely on it is served by my having an obligation not to lie to you. And your interest in preserving your bodily integrity is served by my having an obligation to avoid injuring you. The whole point of these obligations (i.e., to protect your interests in truthful information and bodily integrity by deontically constraining my agency toward the avoidance of acts that undermine these interests, such as lying to you or injuring you) would obviously be defeated if I could release myself from these obligations by fiat. Similarly, as we saw, the purpose of the obligations that arise from voluntary relationships of authority, such as promissory ones, will not be fulfilled if the obligor has a power to release herself from her duty. I have suggested that the point of these obligations is to serve our authority interest—that is, an interest in forming relationships of authority or exclusive deontic control.

But other obligations are different. As I have argued, some obligations fulfil their role in our normative world only if we, as obligors, have the power to release ourselves from them. The kind of value that is served by some of these obligations (e.g., sexual fidelity obligations and some of our voluntary

25 Williams, *Ethics and the Limits of Philosophy*, 196–97.

associative loyalties) is realized only if we can preserve our sovereignty over the matters that such obligations render obligatory. These obligations serve what I have called our allegiance interest.²⁶ Hence, while the authority-creating/sovereignty-restricting conception of the structure of an obligation nicely captures the role of *some* of our obligations, it simply falls short in matching the structure of at least one other class of obligations—namely, commitments.²⁷ There is, of course, a sense in which commitments limit the freedom of the obligor over the committed matter. As we saw, the obligor in a commitment remains obliged until she *communicates* to the moral creditor her intention to thereby liberate herself from her obligation. Therefore, a mere change of mind or uncommunicated desire not to be obliged does not succeed in liberating her from her commitment. Yet besides this minimal constraint, the obligor in a commitment remains sovereign over the committed matter: she always has the power to liberate herself by fiat.

Our puzzled reader may, at this stage, agree with the proposal that there are some claims that do not constitute entitlements of personal authority. Commitments are part of our moral world, she may grant. However, she may again insist on holding that those subjected to commitments are not under relationships of directed obligation. She may contend that directed obligations necessarily entail both relationships of what I called deontic entitlement *and* of personal authority. Thus, even if commitments in *some sense* bind us, their binding force must be different from the force of obligation. I am afraid, however, that at this point the disagreement with our reader may be purely terminological.

I think that our ordinary notion of obligation is broad enough for it to include deontic requirements that constitute relationships of personal authority (e.g., promissory obligations) and those that do not (e.g., commitments). And, if this is correct, it is our skeptical reader who would have to explain to

26 To be sure, commitments might well serve other human interests too. Yet, as I propose we understand them here, it is an essential feature of (validly made) commitments that they serve our allegiance interest. Naturally, what they cannot do is at the same time serve our allegiance *and* our authority interests. Our allegiance and authority interests are two mutually exclusive possible normative grounds of our obligations.

27 Although, as I said, commitments are inherently bipolar and interpersonal in nature and thus categorically different from so-called self-promises, the possibility of commitments should offer some support to those arguing for the existence of genuinely binding self-promises, over which the promisor arguably retains some control to liberate herself from her promise. If commitments are genuinely binding, the obligations that self-promises arguably create will not be the only kind of obligation over which the obligor retains control. For defenses of the possibility and coherence of self-release in the philosophical literature on self-promises, see Rosati, "The Importance of Self-Promises," 127–36; and, more recently, Oakley, "How to Release Oneself from an Obligation"; and Schaab, "On the Supposed Incoherence of Obligations to Oneself."

us why we should endorse exclusively an authority-creating/sovereignty-restricting conception of obligation and not a more ecumenical one. My central point here, however, is not terminological but theoretical. I have argued that there is a class of deontic requirements that, while entailing relationships of deontic entitlement, do not amount to relationships of personal authority or exclusive deontic control. Whether this type of deontic requirement deserves to be called an obligation or something different may be an important question, yet it does not undermine the substantive claim that such deontic requirements are part of our moral world.²⁸

4. CONCLUSION

Obligations are often constitutive aspects of our well-being. And, as autonomous beings, we have powers to shape some of our obligations at will. It is not the case, however, that our powers to shape our deontic world are reducible to our capacity to form relationships of personal authority. As I hope to have shown, we have the power to assume voluntary obligations over which we as obligors preserve control. These voluntary obligations are commitments.

Further exploration of the forms in which we may shape our deontic world could shed light on voluntary deontic arrangements that differ in structure from both promises and commitments. For example, it may be the case that some of our obligations are such that they obtain only if we voluntarily assume them, but that once we have assumed them, neither the obligor *nor* the moral creditor has control over them. Perhaps normative powers such as citizenship by naturalization may produce deontic relationships of such structure. Once naturalized, a person arguably assumes certain duties and claims toward the state and toward one's fellow citizens that neither oneself *nor* the state or one's fellow citizens have the power to terminate by fiat. Perhaps we have an interest in being able to

28 There are at least two kinds of questions about terminology one may ask regarding the relationship between commitments and obligations. First, one can ask whether the idea of commitment captures a sufficiently relevant part of the phenomenology of the notion of obligation in a way that is sufficient to justify (from the point of view of ordinary thought and talk) identifying commitments as obligations. Second, one may ask whether it would be *good* for us to adopt a conception or definition of obligation that incorporates commitments, regardless of what ordinary language and thought dictate. The first is a merely semantic question that, though perhaps interesting in itself, I do not consider to be of much philosophical interest. The second is an interesting (and difficult) question about terminological or definitional normativity, yet I do not wish to offer an answer to it here. Again, my primary task has been to identify a novel theoretical kind (i.e., commitments) and show its capacity to account for important aspects of our moral phenomenology, rather than to defend a claim about the correct use of the term "obligation."

voluntarily assume such *enduring bonds*, as we might call them. I cannot explore this type of deontic arrangement here. For our purposes, it is sufficient to note that the identification of commitments shows us that our basic powers to craft our deontic world go beyond our power to restrict our sovereignty by granting personal authority or exclusive deontic control to others. By identifying the existence of commitments, we thus open up inquiries into all the other forms our normative powers and our obligations and claims may take.²⁹

Harvard Law School
cmolinarodriguez@law.harvard.edu

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