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Promises, Social Acts, and Reid's First Argument for Moral Liberty

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THE PRACTICE OF PROMISING—OF GIVING, receiving and discharging promises, of excusing failure under certain circumstances, and not excusing it under others—is a fact of life. Like many facts of life, however, it is not transparent; it is clear neither what, exactly, the facts are, nor what those facts illustrate about the sorts of agents, moral agents, we are. This paper is concerned to bring out the philosophical contribution that Thomas Reid makes in his discussions of promising. Reid discusses promising in two contexts: he argues that the practice of promising presupposes the belief that the promisor is endowed with what he calls 'active power' (*EAP*, IV.6; see also *EIP*, VI.5, 579), and he argues against Hume's claim that the very act of promising—and the obligation to do as one promised—are "artificial," or the products of human convention (*EAP*, V.6).¹ In addition to explaining what Reid is saying in each of these two contexts, I aim to demonstrate that the two discussions are linked. It is in part because he thinks that promises are a special kind of act—they are what he calls 'social acts', which he contrasts with 'solitary acts'—performable solely through the exercise of our native, natural capacities that he thinks that the practice of promising presupposes active power.

Reid takes the practice of promising to presuppose active power because he thinks that only a conception of power according to which the very springs of action—the mental acts of volition—are under our power can accommodate basic facts about promising, particularly facts about the way in which promises are, and are not, by their nature, conditional. In particular, he draws on the fact that a person who fails to do as promised cannot ordinarily excuse himself by citing his inability *to choose* to do it; this fact, he claims, implies that a conception of power like his own is presupposed by our ordinary practice. However, to say that a prac-

¹ References to *EAP* are, by essay and chapter, to Thomas Reid, *Essays on the Active Powers of Man*, ed. Baruch Brody (Cambridge, MA: MIT Press, 1969). References to *EIP* are, by essay and chapter, to Thomas Reid, *Essays on the Intellectual Powers of Man*, ed. Derek Brookes (University Park, PA: Pennsylvania State University Press, 2002). References to *Practical Ethics* are to Thomas Reid, *Practical Ethics*, ed. Knud Haakonsen (Princeton, NJ: Princeton University Press, 1990).

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tic presupposes active power, and to say that we have it, are two different things; perhaps our practice is baseless, or perhaps we only ever engage in a pantomime of it, thinking, falsely, that we are *really* promising. To combat this possibility, Reid argues against Hume's claim that promises are "artificial," claiming instead that they spring from natural faculties of the human mind. He does so by invoking the notion of a "social act," or an act the existence of which necessarily implies the existence of other intelligent beings exercising their intelligence; for Reid, giving a promise is a social act. Reid thinks it is because Hume overlooks the possibility that there could be such acts that he is led to think that human conventions are needed for there to be promises. If there can be such things as social acts—which Reid thinks there can—then promises can be made naturally, and without the help of conventions. Or so goes the story to be told in detail here.

Section 1 provides essential background through a description of Reid's concept of active power, which is importantly different from the concept of power championed by many of Reid's predecessors and contemporaries. Section 2 discusses the role of Reid's appeal to promising in establishing that we are endowed with active power in what Reid calls 'the First Argument for Moral Liberty'. Part of what emerges is that there is a hole in the argument, a hole which is filled by rejecting Hume's contention that promises and promisory obligations are the products of human artifice. Section 3, then, discusses how Reid responds to Hume, through appealing to the notion of social acts, and thereby fills the hole.

I

Reid's notion of active power is to be contrasted with the conception of power accepted by Reid's necessitarian opponents, such as Hobbes, Anthony Collins and Joseph Priestley.² The necessitarians understand power conditionally. They offer, that is, the following analysis of power:

Necessitarian Conception of Power: S has a power to A *if and only if* If S chooses to A, then S A's.³

For convenience, let us say that anyone who meets the condition on the right side of this biconditional has "Necessitarian power." The necessitarians, of course, think that power just *is* Necessitarian power, but we can speak of the concept of Necessitarian power without accepting or denying that identity. According to

² Cf. Thomas Hobbes, "Of Liberty and Necessity" and "The Questions Concerning Liberty, Necessity and Chance, Clearly Stated and Debated Between Dr. Bramhall, Bishop of Derry, and Thomas Hobbes of Malmesbury," in *The English Works of Thomas Hobbes*, vol. 4 (Aalen: Scientia, 1648); Anthony Collins, *A Philosophical Inquiry Concerning Human Liberty* (Bristol: Thoemmes, 1990); Joseph Priestley, *The Doctrine of Philosophical Necessity Illustrated* (New York: Garland Press, 1976). Priestley's position is the one that Reid is most concerned to refute, as is clear from examination of various texts published in *Thomas Reid on the Animate Creation: Papers Relating to the Life Sciences*, ed. Paul Wood (University Park, PA: Pennsylvania State University Press, 1995). For discussion of Priestley's view and its importance to Reid, see James Harris, *Of Liberty and Necessity: The Free Will Debate in Eighteenth-Century British Philosophy* (Oxford: Oxford University Press, 2005), chs. 7–8.

³ The conditional on the right side of the bi-conditional is to be interpreted in such a way that it is not true simply in virtue of the falsity of its antecedent. Without such an interpretation, the account would imply that a peanut butter sandwich is omnipotent.

the necessitarians, the only things that can take away the power to do something are those that stand as obstacles to the effectiveness of a choice to do it. Or, conversely, according to this analysis, the event or state that, were it to occur, would necessarily prompt the agent's action (the choice to act) need not itself be in the agent's power for him to have the power to act. Notice that anyone who accepts that human actions are under necessity—that our actions are the inevitable causal products, that is, of forces over which we have no control—must either accept that human beings lack powers to act, or must accept something like the Necessitarian Conception of Power. When I say 'something like' the Necessitarian Conception of Power, I am thinking of alternative views that replace the phrase 'if S chooses to A' with something else: some reference to some other condition of either S or his environment which prompts action, and which S need not have control over in order to have the power to A. That is, to accept that human actions are under necessity, and that we, nonetheless, have powers to act, is to construe power as a state in virtue of which a conditional is true; it is to construe power, that is, as bearing an important and fundamental similarity to passive dispositions: the features of a thing in virtue of which it inevitably behaves a particular way when prompted by certain internal or external conditions. The power to act, on this sort of view, differs from a lump of sugar's disposition to dissolve, for instance, only in the nature of the prompting conditions: the sugar is prompted to dissolve by being placed in water, whereas the person is prompted to act by something different from this, by the occurrence of some event—a volition or choice—over which he may have no more control than the sugar has over its contact with water.

Reid's contrasting conception of power—his notion of active power—is elusive. Although putting it this way raises more questions than it answers, we can say nonetheless that an active power is that in virtue of which a thing initiates a causal sequence. We identify causes, and we identify the causes of causes, and we identify causes of causes of causes. To find a stop to this regress is to find a thing endowed with active power. Reid uses the term 'efficient cause' of a particular event to refer to that entity that is endowed with the active power to produce that event and that exerts that power.⁴ To say this much, however, is not to offer a true analysis of the notion of active power. However, Reid's approach is to illuminate the notion of active power not by offering necessary and sufficient conditions for the possession of it, but rather by arguing for various claims about it. Three claims, in particular, are worth noting here, although I will not be discussing Reid's reasons for accepting them.⁵

The first is that if an agent has an active power to produce a particular event and exerts that power, then, *as a matter of logical necessity*, the event occurs. As Reid puts the point in a well-known passage, "it is a contradiction to say, that the cause has power to produce the effect, and exerts that power, and yet the effect is not produced" (*EAP*, IV.2, 268). Notice that this claim is also true under the Necessitarian Conception of Power. Say that a person has the Necessitarian power to act in a certain way. It follows that if he chooses to act that way, he will. If the

⁴ He uses this terminology frequently. For just one example, see *EAP*, IV.2, 268.

⁵ For discussion of Reid's reasons for accepting these claims, see Gideon Yaffe, *Manifest Activity: Thomas Reid's Theory of Action [Manifest Activity]* (Oxford: Oxford University Press, 2004), 15–24, 26–27, and 39–47.

choice to act is equated with an exertion of power, then, by definition, and thus with logical necessity, an agent possessed with Necessitarian power who exerts that power will act.⁶ So, the first of the three claims that Reid makes about active power does not distinguish active power from Necessitarian power; both the second and third, however, do.

The second claim is that if an agent has an active power to act in a certain way, then, with logical or conceptual necessity, it is also true that he has the active power *to exert* that power.⁷ This claim is in direct contrast to the Necessitarian Conception of Power, under which the mental event that prompts action—the choice, volition, or act of will—need not be in the agent’s power in order for him to possess the power to act. After all, on the Necessitarian view, recall, the only things that can take away the power to act are things that stand as obstacles to doing as you choose, and this does not include things that take away the power to choose. Notice that the Necessitarian Conception of Power does not *rule out* the possibility that *some* agents who have the power to act a certain way also have the power to choose to so act. After all, if an agent will choose to act if he chooses to so choose, then he has the Necessitarian power to choose to act; that is, in such a case, the agent has the Necessitarian power to exert his Necessitarian power to act. It is perfectly possible that many agents have this power. However, the Necessitarian Conception of Power does not *entail* that every agent who has the power to act also has the power to choose. By contrast, if an agent has an active power to act then he *necessarily* has an active power to choose to so act, or to exert his power.

The third claim is that if an agent has an active power to act in a certain way, then he also has an active power not to act that way. By contrast, the Necessitarian Conception of Power does not imply this result. Consider, for instance, Locke’s man in the locked room (*Essay*, II.xxi.10). In Locke’s example, a man finds himself in a locked room, but decides to stay. Thus, he has Necessitarian power to stay—he will stay if he chooses to—but lacks Necessitarian power not to stay, since there is a lock on the door, and thus no mere choice on his part will make it the case that he does not stay.⁸

So every agent who possesses active power possesses Necessitarian power, but not *vice versa*, for there are cases of agents who will act a certain way if they choose to, while lacking either the Necessitarian power to choose to, or else the Necessitarian power not to act that way, or both. And if, in general, necessity governs our actions, then nobody has active power, even though we all have Necessitarian power with respect to that wide range of actions that we are neither constrained from performing, nor compelled to perform.

With this in mind, turn now to promising.

⁶ I argue for the claim that Reid equates choice and exertion in Yaffe, *Manifest Activity*, 24–31.

⁷ This claim seems to inevitably lead to regress. However, the appearance is deceptive. For my “solution” to the regress problem, see Yaffe, *Manifest Activity*, 14 n. 1, and 150–58. See also William Rowe, *Thomas Reid on Freedom and Morality* (Ithaca: Cornell University Press, 1991), 153–58; William Rowe, “The Metaphysics of Freedom: Reid’s Theory of Agent Causation,” *American Catholic Philosophical Quarterly* 74 (2000): 425–46 (esp. 438–46); Timothy O’Connor, “Thomas Reid on Free Agency,” *Journal of the History of Philosophy* 32 (1994): 605–22 (esp. 620); and Timothy O’Connor, *Persons and Causes: The Metaphysics of Free Will* (New York: Oxford University Press, 2000), 47.

⁸ Why is this example not simply a counterexample to Reid’s equation between active power and our commonsense conception of power? For discussion, see Yaffe, *Manifest Activity*, 39–47.

2

In three, well-known chapters of the *Essays on the Active Powers*, Reid offers three arguments (the prosaically titled ‘First’, ‘Second’, and ‘Third’) for the claim that we are endowed with active power. All three arguments take on a heavy burden. Reid must show not just that our conduct depends on our choices. To show only that much would leave open the possibility that we are endowed only with Necessitarian power. Reid must also show that we are endowed with the sort of power to act that entails either the power to exert that power, or the power not to act. Only by showing this can he show that it is active power, in particular, with which we are endowed.⁹

In the First Argument, Reid claims that “[w]e have, by our constitution, a natural conviction or belief that we act freely” (*EAP*, IV.6 304). There is a question as to why this fact should support the contention that we do, in fact, act freely, in Reid’s sense, through the exercise of active power; it is one thing to say we are all convinced of something, quite another to say that our conviction is true. However, Reid has reasons—invoked in various places, and most notably in his response to skepticism and idealism—for thinking that *natural* convictions—convictions which spring from original principles of our constitutions—have a claim to truth and to justification. In the First Argument, Reid cites the fact that we make and accept promises as evidence for thinking that we do indeed have a natural belief that we have active power. (This is not the only piece of evidence that he cites, but it is the only piece I will discuss here.) Thus, Reid holds that something about the fact that we make promises and accept them from others shows that we naturally believe ourselves to be endowed with active power *in contrast to* power as understood in the Necessitarian Conception. To show this, he must show, first, that, in making and accepting promises, we believe more than just that we will act as we promise if we choose to, since, after all, such a belief might amount to no more than the belief that we are endowed with Necessitarian power. He must show, that is, that we believe ourselves endowed with the sort of power to act that entails something that is not entailed by the possession of Necessitarian power. As will emerge, he argues that the practice of promising reveals a belief not just that the promisor will act if he chooses to, but also that he has the power *to choose to do so*. And, second, Reid must show that this belief is the natural product of the human constitution. How does an appeal to promising help him to establish these claims?

First, it is important to see that Reid would fall short of his aims were he to offer only the following argument, which I will call ‘The Simplistic Argument’:

- (1) If S promises to Q, then S is obligated to Q.
- (2) If S is obligated to Q, then S has an active power to Q.
- (3) So, if S promises to Q, then S has an active power to Q.
- (4) People promise to do things.
- (5) Therefore, people have active powers to do as they promise.

⁹ For a helpful discussion of the various strategies for arguing for first principles that Reid endorses, and the way in which he employs those strategies in the three arguments of moral liberty, see Harris, *Of Liberty and Necessity*, 185–89. See also Douglas McDermid, “Thomas Reid on Moral Liberty and Common Sense,” *British Journal for the History of Philosophy* 7 (1999): 275–303.

Although this is not what makes the Simplistic Argument simplistic, notice that, as stated, the conclusion of the argument is that people have active powers, while what Reid is after in his appeal to promising is the claim that we all *naturally believe* that we have active powers. To remedy this, we could preface each premise with ‘We naturally believe that . . .’. One seeming problem with the resulting argument is that the conclusion does not follow from the premises, since belief is not necessarily closed under logical implication. That is, it does not follow, for example, from the fact that I have inconsistent beliefs that I believe everything. However, this is not a serious problem for Reid. The reason is that many, and perhaps all, of the logical consequences of natural beliefs are also natural beliefs, given that reason is a natural faculty. Whatever beliefs spring from our natural faculties are natural beliefs. If our natural faculties tell us *p*, and if they tell us if *p*, then *q*, then our natural faculties tell us *q*. Thus, if we naturally believe each of the premises of an argument and the conclusion does, in fact, follow from the premises (even if we do not believe that it does), then we naturally believe the conclusion. In fact, this point is necessary to support not just the Simplistic Argument’s aims, but also the aims of Reid’s own argument, as we will see.¹⁰

The serious problem for the Simplistic Argument is that premise (2)—the ought-implies-can premise—even understood as a claim about what is naturally believed, is far from obviously true. It is undeniable that ‘ought’ implies ‘can’, but it simply begs the question against the necessitarian to insist that ‘can’ must be interpreted in the sense of active power, and not in the sense outlined in the Necessitarian Conception of Power.¹¹ This is particularly striking when one considers cases such as Locke’s man in the locked room. The man has the Necessitarian power to stay: he will stay if he chooses to do so. Further, it is perfectly true that the man ought to stay in the room if, for instance, he finds someone there bleeding and in need of his attention; and this claim does not seem to be undermined by the fact that there is a lock on the door. The man can stay in the sense of ‘can’ that is necessary for him to be under an obligation to do so. But, as we have seen, he cannot stay in the sense of active power, since an active power to act entails, Reid thinks, the possession of an active power not to act.

The claim just made can be resisted, and in a variety of ways. There is some room to argue that the kind of power that we take to be necessary for obligation is active power, and not merely Necessitarian power. But there are two points to be made about this. First, notice that to offer such an argument on Reid’s behalf is to shift the ground in an important way. Instead of arguing that our practices of promising and accepting promises reveal a natural belief that we are endowed

¹⁰ Given that Reid wants to show that we have active power, and not just that we naturally believe that we do, why would he prefer to use an argument that establishes the latter claim as a means to the former, when he could simply establish the former directly? This question is addressed below.

¹¹ Those who doubt that “ought” implies “can” usually derive their doubts from confidence in the existence of moral dilemmas: cases in which you ought to *A* and to *B*, but cannot possibly do both. Reid, by contrast, simply denies that there are any moral dilemmas. There are cases, to be sure, in which the rules of, say, justice tell you to do something, while the rules of benevolence tell you to do something incompatible; but in these cases, Reid insists, one set of rules takes precedence over the other. Thus, even in cases such as these, it is false to say that you are obliged to do both actions, even though you can only do one or the other. See *EAP*, V.1, 368–70.

with active power, to take this line would be to put the practice of promising—and the beliefs that it reveals—aside and to argue that moral obligation presupposes active power. Perhaps it does. Reid, in fact, spends part of the Second Argument for Moral Liberty arguing for just that claim. But it would undermine the spirit of Reid's First Argument if its force depended on the success of the Second Argument. The First Argument is aiming to engage with the conceptual mechanism used to refute skeptics, and it would hardly do if such a response required admitting, on independent grounds, that we have active power. More importantly, the claim that moral obligation requires active power—and not merely Necessitarian power—is a substantive and subtle philosophical claim, and so, if we naturally believe it, we cannot naturally believe it *explicitly*, or obviously, in the way that we naturally believe that there is an external world. Reid does think that we naturally believe that 'ought' implies 'can': he lists this among the first principles of morals (*EAP*, V.1, 361). But it is a further question as to whether or not what we all believe is to be interpreted as appealing to active power rather than Necessitarian power. If there are good reasons to think that we naturally believe that obligation implies active power to perform, then it must be that we are committed to something else that reveals that our commitment to ought-implies-can is—whether we know it or not—a commitment to a link between obligation and active power, rather than Necessitarian power.

If Reid does not invoke promising as a way of offering nothing more than the Simplistic Argument, what does he have in mind? To answer this question, we need to have the entirety of the relevant passage before us:

[W]hen I plight my faith in any promise or contract, I must believe that I shall have power to perform what I promise. Without this persuasion, a promise would be downright fraud.

There is a condition implied in every promise, *if we live*, and *if God continue with us the power which he has given us*. Our conviction, therefore, of this power derogates not in the least from our dependence upon God. The rudest savage is taught by nature to admit this condition in all promises, whether it be expressed or not. For it is a dictate of common sense, that we can be under no obligation to do what it is impossible for us to do.

If we act upon the system of necessity, there must be another condition implied in all deliberation, in every resolution, and in every promise; and that is, *if we shall be willing*. But the will not being in our power, we cannot engage for it.

If this condition be understood, as it must be understood if we act upon the system of necessity, there can be no deliberation or resolution, nor any obligation in a promise. A man might as well deliberate, resolve, and promise, upon the actions of other men as upon his own. (*EAP*, IV.6, 306)

In this passage, Reid makes a variety of claims in support of the contention that promising reveals a natural belief that the promisor has an active power to perform as promised. However, it is not entirely clear how the various claims Reid makes link together to support this contention. One claim, in particular, seems to sit at the heart of the argument. This is the claim that there are various conditions included in every promise. What, exactly, is this claim?

To get a handle on it, it helps to note that promises—like obligations, intentions, and beliefs—can be considered to be either internally or externally conditional. If X is an external condition on a promise to A, then X must be true if the agent

is to make the promise. All promises are externally conditional, for instance, on the possession of certain mental capacities. You cannot make a promise to do something unless you are capable of recognizing that you are obligated to do it, for instance. If X is an internal condition on a promise to Q, then the promise is more accurately described as a promise to Q-if-X. A person might promise a candidate not that he will vote for him, but only that he will vote for him *if the polls show the election to be very close*. To say that X is an external condition on a promise is not to imply that it is an internal condition; nor is the converse claim true. A person might be such that only a request from a candidate could prompt him to make a promise to vote for the candidate; for such a person, being asked by the candidate is an external condition on the promise. But that does not imply that what the person who is asked promises to do is *to-vote-only-if-asked*; after being asked, he might promise to vote for the candidate come rain or shine—a promise that he would not have issued had he not been asked. The external condition need not also be an internal condition. Conversely, a person might make a promise to-vote-if-the-polls-are-close—the polls being close is an internal condition on the promise—while being willing to make that promise regardless of the closeness of the polls; that is to say, the promise need not be externally conditional on its internal conditions.

It is internal conditionality that Reid is appealing to in the argument. He is claiming that every promise to act a certain way is actually a promise to act that way if certain conditions are satisfied. However, he is trying to use the internal conditionality of promises to establish that all promises are externally conditional on the belief that we have active power to perform as promised.

The claim that there are conditions implied in all promises is not merely the claim that every promise is internally conditional. It could be the case, for instance, that either X or Y is an internal condition of every promise—and thus, that all promises are internally conditional—without it being the case that every promise is internally conditional on X, or that every promise is internally conditional on Y; it could be that X, but not Y, is an internal condition of some promises, and Y, but not X, is an internal condition of the rest. In saying that there are conditions implied in all promises, Reid seems to be saying that there are values of X such that every promise is internally conditional on X; in other words, there is some value, or values, of X such that every promise is, strictly speaking, a promise to A-if-X.

Notice that there are two different ways, and only two different ways, in which a condition can come to be an internal condition on a promise. First, a condition can be included in a promise because its inclusion is understood between promisor and promisee. Instead of promising to return your car tomorrow, period, I might, instead, promise to return it tomorrow *if I am back before dark*. I might explicitly mention this condition, or it might be understood between us because of something about our history, or about the context of the promise. Conditions of this kind, however, are clearly not among those implied in every promise; they are special to the particular promisory transaction between two parties. Second, and more importantly, a condition can be included in a promise because the act of promising is, by its nature, such as to include it. Imagine that I die tonight and thus fail to return your car tomorrow. If you feel that you have been wronged on

this account—that I still should have returned your car to you—then you really do not understand what a promise is. It is conditions included in a promise through this second route that Reid refers to as ‘the conditions implied in all promises’.

In addition, in the course of the passage, Reid claims that, if our actions are under necessity, then there is an internal condition on every promise *that we cannot promise to bring about*. Or, as he puts it, if our actions are necessitated, then there is a condition included in our promises *for which “we cannot engage.”* The obstacle to promising to bring about this condition derives from our inability to bring it about.¹² Reid seems to think that from these two claims—the claim that there are internal conditions on every promise included by virtue of the nature of promises, and the claim that if we act under necessity, we cannot promise to bring those conditions about—he can derive the following result: if our actions are necessitated—if, as he puts it, we “act upon the system of necessity”—then we cannot deliberate about, nor resolve to make promises, nor would any promise be obligating.

This inference can seem problematic. After all, Reid is allowing that, *even if we do not act under necessity*, there are internal conditions on every promise, and he clearly thinks that we are nonetheless obligated by promises. Further, the internal conditions on every promise are not conditions that we can promise to bring about. Nobody can promise that he will not be killed between the time of the promise and the time of performance; accidents happen. So, the mere fact that promises include internal conditions that we cannot promise to bring about does not, in general, undermine our obligation to perform as promised, under Reid’s own view. But then why can Reid’s opponent not simply grant the internal conditionality of all promises, and grant that, if we are under necessity, then there are internal conditions on promises that we cannot promise to bring about? How is that a strike against the “system of necessity,” when the advocates of it do not seem to have to admit any more than Reid himself?

Reid, however, can evade this concern. The problem with the necessitarian position is not merely that the necessitarian must see there as being internal conditions on all promises that the promisor is in no position to bring about; that much Reid himself admits. Instead, the necessitarian, in contrast to Reid himself, will be shown to lack the resources for explaining how that condition can be included *legitimately* in a promise, through either of the two routes described earlier; if we act under necessity, it will turn out, the internal condition cannot be included through agreement between the parties, nor by virtue of the very nature of a promise. Thus, the necessitarian must see “the system of necessity” as in conflict with what commonsense tells us about the nature of promising. To accept the system of necessity, then, is to run counter to what your own nature tells you about promising.

¹² Notice that Reid is at risk of falling into circularity here: he is in the midst of arguing that promising is externally conditional on a belief that you are able to act as promised. Or, in other words, he is arguing that it is impossible to make a promise to Q while failing to believe that you have the active power to Q. It would be circular to appeal to a premise that only seems plausible to those who already accept this conclusion, and so it would be circular to support the conclusion by saying that there is something that you cannot promise to do because you do not believe you have the active power to do it. In a moment, we will see how he avoids this circularity worry.

This point can be made more clearly by considering a proposal for how the argument is intended to proceed. Informally, the argument can be thought of as follows. Putting aside conditions that we agree to, we are required to evade all the obstacles to doing what we promise except those that are understood to neutralize the obligating-force of all promises, such as one's death or, perhaps, the emergence of more pressing moral requirements that interfere with performance of the promised action. The fact that you have an aversion to performance, for instance, might serve as an obstacle to performance, but it is hardly an obstacle that removes the obligation to perform; you are required, instead, to get over it. However, if our actions are under necessity—if, that is, we lack the active power to perform—then there is always some condition—some triggering circumstance—that is not in our control, and the absence of which would serve as an obstacle to performance. Further, that condition is not among those that are thought, generally, to neutralize the obligating-force of all promises. Thus, if our actions are under necessity, then we are obligated to remove this obstacle; and, at the same time, since we are not obligated to remove obstacles that are not in our power to remove, we are not. The very act of promising, therefore, precludes the possibility that we are under necessity.

More formally, the argument proceeds as follows:

- (1) If [(you promise to Q) & (you will Q only if some condition X obtains) & (X is not among the conditions implied in every promise)], then you are obligated to bring about X.¹³ [(r & s & t) → u]
- (2) If you do not have an active power to Q, then there is a condition, X, such that [(you will Q, only if X obtains) & (X is not among the conditions implied in every promise) & (X is not in your power to bring about)].¹⁴ [¬v → (s & t & w)]
- (3) If you do not have the power to bring about a condition, then you are not obligated to bring it about. [w → ¬u]
- (4) If [(you promise to Q) & (you do not have an active power to Q)], then you are obligated to bring about X. [(r & ¬v) → u] *From (1) and (2)*
- (5) If [(you promise to Q) & (you do not have an active power to Q)], then you are not obligated to bring about X. [(r & ¬v) → ¬u] *From (2) and (3)*
- (6) If [(you promise to Q) & (you do not have an active power to Q)], then a contradiction is true. [(r & ¬v) → ⊥] *From (4) and (5)*
- (7) Therefore, if you promise to Q, then you have an active power to Q. [r → v]

¹³ As stated, this premise is false, for it fails to accommodate conditions that are included in the promise through the first route, an agreement to include them by the parties to the promise. (Thanks to Gary Watson for pointing this out.) For instance, if I promise to buy you a house if I win the lottery, it does not follow that I am obligated to see to it that I win. Thus, the premise's antecedent should also include "X is not stipulated as an internal condition by the parties to the promise." I leave this clause out for the sake of simplicity.

¹⁴ The antecedent of this conditional should really read: "If you do not have an active power to Q in virtue of the fact that you act 'under the system of necessity' . . ." As stated, the premise is false. If you lack an active power to Q because, say, you lack the active power not to Q (as is the case with Locke's

A few clarificatory remarks about this argument. First, the unmodified term ‘power’ is to be understood as referring either to active power or to Necessitarian power. So, premises—like premise (3)—that make no mention of active power are supposed to be acceptable even to advocates of the Necessitarian Conception of Power. Both premise (1) and premise (3) are intended to be statements of what we naturally believe. If premise (2) is true (and more needs to be said about that), then the rest of the premises and the conclusion follow, and thus all the premises are either the immediate result of the exercise of some natural faculty, or are inferred through the natural faculty of reason. Thus, all of the premises and the conclusion are naturally believed.

Premise (2) is supposed to follow from the definition of active power. To see that, recall the first two claims about active power discussed above: to have an active power is for nothing other than exertion to be required for action; and, further, it is to have an active power to exert. Given these two claims, it appears that a person who lacks an active power either lacks the power to exert, or else his exertions would be insufficient for performance.¹⁵ In the latter of these two circumstances, there must be some obstacle to doing as he exerts himself to do, and which he lacks the active power to remove. But whether a person lacking active power lacks the active power to exert, or lacks the active power to remove obstacles to the effectiveness of his exertions, it seems that if an agent lacks an active power, then there must be some necessary condition for performance which is not in his power. It is a further, but plausible claim that this condition need not be among those on which all promises are internally conditional; commonsense does not include it among those conditions. Thus, given this further plausible assumption, premise (2) follows from Reid’s definition of active power.

Notice that the argument does not establish that we have active power. Given the argument’s conclusion, we could reach that claim in one of two ways. First, we could adopt Reid’s approach: assert that *we naturally believe* that we make promises, and so, given the argument’s conclusion, we naturally believe that we have active power; and then assert that natural beliefs have a special claim to truth and justification. Or, second, we could adopt a more direct route: assert that we do, in fact, make promises, and then add that to the argument’s conclusion to reach the claim that we have active power. Why does Reid adopt the more roundabout approach?¹⁶ The answer, I think, is that he anticipates the revisionary response to the direct route that would be on the tip of the tongue of his necessitarian opponent: perhaps it is a discovery of necessitarianism that we never make genuine promises in Reid’s sense; we only think we do. Nothing that Reid says in the course of the First Argument undermines this objection. However, his point is that the necessitarian who adopts this approach runs against his own nature; his nature tells

man in the locked room), you might still have the active power to bring about all of the necessary conditions for X’s occurrence. Since Reid’s argument is intended to respond to those who claim that we lack active powers because our actions are governed by necessity, he can safely ignore this complexity in the argument.

¹⁵ This does not strictly follow for the reasons mentioned in note 14. However, it follows given Reid’s purposes, and for the same reason specified in that note.

¹⁶ Thanks to James Van Cleve for pushing this question.

him that he makes promises, and his nature tells him that, if he does, then he has active power; so his nature is telling him that he has active power. Does that show that he does? Not all by itself. But if Reid is right to claim that natural beliefs have a special claim to truth and justification, then it does show that.

This way of reconstructing the argument explains why Reid notes that all promises are, in various ways, conditional, and why he claims that this is naturally believed. The point of noting this is to mark a contrast between, on the one hand, those conditions which, if they come to be obstacles to the promisor's performance, then they thereby also undermine the promisor's requirement to perform; and, on the other hand, those potential obstacles to performance which the promisor is required to evade or, correlatively, is understood to promise to evade. But this contrast is no more nor less than a deliverance of commonsense; it is part of what our nature is telling us we are doing when we make and accept promises.

Recall the primary objection to the Simplistic Argument: it seemed to depend on an unsubstantiated claim to the effect that active power, and not merely Necessitarian power, is required for obligation. While this claim might be true, there did not seem to be any particularly good reason to think that it is naturally believed. As I have reconstructed the argument, in asserting premise (3), Reid has appealed, instead, to a link between obligation and power that we probably do naturally believe, for it does not specify whether the power appealed to is to be understood as active power or as Necessitarian power. Or, another, and perhaps more helpful, way to put it is this: the Simplistic Argument contains a hole. We need some evidence for thinking that we naturally believe that active power, rather than merely Necessitarian power, is required for obligation. By contrast with the Simplistic Argument, Reid's argument fills the hole: the evidence for the claim that that is what we naturally believe is that among the conditions we believe to be included in all promises are not those on which performances are conditional under the Necessitarian Conception of Power. We simply do not think of the obligatory force of a promise as being neutralized by noting the promisor's failure to choose to act as promised, despite the fact that under the Necessitarian Conception of Power such a choice is not in the promisor's power.¹⁷

In the Simplistic Argument, no work is done by promising, in particular, as a source of obligation. That is, the argument would work just as well if it began by saying that we are obligated, for instance, not to injure other people and then—combining this with the fact that obligations require active power—reached the conclusion that, since we all believe we are so obligated, we all believe that we have active power. But the argument that I am attributing to Reid, by contrast,

¹⁷ Similarly, in this reconstruction, there is no circularity in the way in which Reid uses the claim that the inability to bring about a condition undermines the possibility of promising to bring it about. We often have the Necessitarian power to do as we promise: we will do it if we choose to do it. Hence, Reid cannot—without begging the question—claim that his conception of power fits more snugly with our practices of promising than the Necessitarian Conception: under both, we have the power to do as we promise, and so are capable of promising to do it. What we might lack, if we act under necessity—even if we have the Necessitarian power to do as promised—is the Necessitarian power *to choose to do* what we promise. The necessitarian, that is, admits that we often lack power *even as he construes it* with respect to our choices. Hence, the necessitarian must admit that, by his own standards, there is a condition that must be met if you are to do as you promise and which you cannot bring about, and so cannot promise to bring about.

depends crucially on the fact that promises, in particular, are the source of the obligation discussed. To see this, start by considering an example: imagine that my next door neighbor is busy beating his dog. Obviously, I will fail to take steps to stop him if I do not know that he is doing it. And let us imagine that, even though I do not know that he is doing it, and have no reason whatsoever to be suspicious, I would be capable of finding out; all I would need to do, we can imagine, is to go and listen at his door. But I am not obligated to see to it that I know what my neighbor is up to; if I happen to know—perhaps picking up my morning paper, I happen to hear the yelping—I am obligated to stop him, but I am not obligated to take steps to know. In fact, depending on what you think of privacy rights, you might think that I am obligated *not* to take steps to know what he is up to. If I fail to prevent the beating, in this case, because I do not know what he is up to, I have an excuse: I did not know it was happening and am not criticizable for my failure to know. And this excuse is not undermined by the fact that I could have come to know just by listening at his door. Compare this to the case in which I promise you that I will be sure to prevent my neighbor from beating his dog. (Perhaps he bought the dog from you, and you want to be sure that he is treating it right.) It is not that you have any reason whatsoever to be suspicious of him, you assure me, but still you want me to keep an eye out, and I promise to do so. I cannot justify my failure to do so to you by saying that I did not know my neighbor was doing this terrible thing. In this case, you would have every right to say that, given that I promised you that I would prevent this nasty occurrence, I was obligated to make sure that I knew what my neighbor was up to.

There is a striking difference between these two cases. In both, my lack of knowledge results in my failure to make a certain choice. In both, that is, I do not will to prevent my neighbor's activity precisely because I do not know it is going on. But in the first case, and not the second, the fact that there is a condition that assures that I will not choose to do this undermines the obligation to do it. In the second case, by contrast, my failure to will as needed to do as I promised is no excuse. What this shows is that there is a condition on many obligations that is not generally a condition on promissory obligations: in many cases, an obligation is undermined precisely because some condition caused the agent to fail to choose as specified, even though the agent could have taken steps to avoid that condition's obtaining. This is not to say that all non-promissory obligations are excused by the presence of obstacles to choosing as required; some are not. But it does show that, in contrast to promissory obligations, some are. Thus, if Reid were to appeal to an obligation of this sort in his argument, he would find that the very condition that, under the Necessitarian Conception of Power, is a condition on performance—the agent's choosing to act—is, in fact, among the conditions that must obtain for the obligation to apply. It is precisely because promissory obligations are different in this regard that appeal to them serves Reid's purposes. We require more of promisors than we do, generally, of those who are under obligations from other sources. In particular, we require that they remove obstacles to their *choosing* to perform that others are not obligated to remove. Or, put another way, to promise is not merely to be bound to perform; it is, also, to be bound *to will* to perform. It is precisely this feature of promising that the necessitarian cannot accommodate.

As I said at the beginning, the First Argument for Moral Liberty must do more than simply show that we all do, in fact, believe, either implicitly or explicitly, that we have active power and not merely Necessitarian power. The argument just discussed seems to show that, but that is not all that must be established in support of the First Argument. The argument must also show that that belief is natural—the by-product of original principles of our constitution. Let us take it for granted that ought-implies-can is naturally believed, or, rather that it is naturally believed in the form in which it appears in the argument, where it is neutral with respect to the question of whether ‘can’ is to be understood in the sense of active power or in the sense of the Necessitarian Conception. But what about the claim that promises are obligating and that promisors are obligated to overcome obstacles to performance that are not among the conditions included in all promises? Is that naturally believed? Famously, Hume denied it. He claimed that the obligation to do as we promise is not a natural obligation, but an artificial one; he claimed, that is, that whatever beliefs we have about the obligatory force of promises, and so whatever beliefs we must have in order to have those beliefs, are not products of original principles of the human constitution, but are, instead, merely the upshot of artifice and convention. Thus, in order for his appeal to promising to support his First Argument for Moral Liberty, Reid must show that Hume was wrong. He undertakes to do so late in the *Essays on the Active Powers*. In the next section, I will explain how his argument against Hume proceeds, and then, at the end, return briefly to the First Argument for Moral Liberty.

3

At the opening of his well-known discussion of promises, Hume announces that he will argue “*that a promise wou’d not be intelligible, before human conventions had establish’d it; and that even if it were intelligible, it wou’d not be attended with any moral obligation*” (*Treatise*, 3.2.5, 331) Earlier, in concluding his argument for the claim that justice is an artificial virtue, Hume says:

Mankind is an inventive species; and where an invention is obvious and absolutely necessary, it may as properly be said to be natural as any thing that proceeds immediately from original principles, without the intervention of thought or reflexion. Tho’ the rules of justice be *artificial*, they are not *arbitrary*. Nor is the expression improper to call them *laws of nature*; if by *natural* we understand what is common to any species, or even if we confine it to mean what is inseparable from the species. (*Treatise*, 3.2.1, 311)

So, Hume is allowing that the obligation to be just, or to keep a promise, can be the product of a human convention that is, itself, natural. It could, that is, be a product of a human convention that we are, by nature, bound to create. Reid seems to overlook this point, arguing that we are, by nature, social creatures, that we cannot have society without promisory obligations, and concluding that,

[f]rom these observations it follows, that if no provision were made by nature, to engage men to fidelity in declarations and promises, human nature would be a contradiction to itself, made for an end, yet without the necessary means of attaining it. As if the species had been furnished with good eyes, but without the power of opening their eye-lids. There are no blunders of this kind in the works of God. Wherever

there is an end intended, the means are admirably fitted for the attainment of it; and so we find it to be in the case before us. (*EAP*, V.6,443–44)

Hume would agree that we have, by nature, been given *some provision* “to engage men to fidelity in declarations and promises”: in particular, we have been given the tools to create the social conventions from which their obligations arise. Hume’s point is that promises require social conventions, not that we are lacking the natural capacity to create such conventions. Still, despite having overlooked this aspect of Hume’s position, Reid makes a very important and subtle contribution in his discussion of promises and the obligation to keep them.

Reid’s most striking insights here are best understood as a response to the first of Hume’s two claims, although, as we will see, they amount also to a response to the second. If promises are not even naturally possible, as the first of Hume’s two claims asserts—if it simply is not possible to make a promise through employing only tools to be found among the original principles of the human constitution, without the help of conventions—then they cannot naturally be believed to be obligating. If Hume is right, after all, making a promise is importantly analogous to getting divorced: it is not something that can be done naturally, without the aid of complex social institutions the structure of which are the products, at least in part, of certain social conventions. If Hume is right, that is, then to say that we naturally believe that we are obligated to keep promises is like saying that we naturally believe that divorced partners are owed half of each other’s property; that is simply not something that you could believe without believing something about the rules of a practice constructed through artifice.¹⁸ So, the first thing that Reid must do is to show that it is possible to make a promise through natural means—through only, that is, exercises of original principles of our constitution. His first step towards accomplishing this goal is through the distinction between solitary and social mental acts. He holds that Hume was misled into thinking that promises are not naturally possible, but only made possible through artifice, by overlooking this distinction and tacitly assuming that all natural acts are solitary, or can be “resolved” into combinations of solitary acts. Finding obstacles to the conception of promises as solitary acts or combinations of them, Hume falsely concluded that they are not natural.

To understand this line of thought, we need to understand the distinction between solitary and social acts. Reid states the distinction in various ways. Here are some of the most important texts:

Some operations of our minds, from their very nature, are *social*, others are *solitary*.

By the first, I understand such operations as necessarily suppose an intercourse with some other intelligent being. A man may understand and will; he may apprehend, and judge, and reason, though he should know of no intelligent being in the

¹⁸ Could we have natural beliefs about artificial creations? As a general rule, it seems that candidates for such natural beliefs are really instantiations of general, naturally believed truths that, in their general form, make no reference to artificial creations. For a stark example, do we naturally believe that the Empire State Building is either in New York, or not in New York? Both the building and the city are artificial creations, but what is naturally believed is simply the law of the excluded middle, of which the particular proposition at issue is an instance. Believing that proposition does not require artifice even though the belief concerns things that exist only because there is artifice.

universe besides himself. But, when he asks information, or receives it; when he bears testimony, or receives the testimony of another; when he asks a favour, or accepts one; when he gives a command to his servant, or receives one from a superior: when he plights his faith in a promise or contract; these are acts of social intercourse between intelligent beings, and can have no place in solitude. They suppose understanding and will; but they suppose something more, which is neither understanding nor will; that is, society with other intelligent beings. They may be called intellectual, because they can only be in intellectual beings: But they are neither simple apprehension, nor judgment, nor reasoning, nor are they any combination of these operations. (*EIP*, I.8 68)

I call those operations *solitary*, which may be performed by a man in solitude, without intercourse with any other intelligent being.

I call those operations *social*, which necessarily imply social intercourse with some other intelligent being who bears a part in them.

[. . .]

[S]ocial acts of mind . . . can have no existence without the intervention of some other intelligent being, who acts a part in them. Between the operations of the mind, which, for want of a more proper name, I have called *solitary*, and those I have called *social*, there is this very remarkable distinction, that, in the solitary, the expression of them by words, or any other sensible sign, is accidental. They may exist, and be complete, without being expressed, without being known to any other person. But, in the social operations, the expression is essential. They cannot exist without being expressed by words or signs, and known to the other party. (*EAP*, V.6, 437–38)

[A] command is a social act of the mind. It can have no existence but by a communication of thought to some intelligent being; and therefore implies a belief that there is such a being, and that we can communicate our thoughts to him. (*EAP*, II.1 62)

Reid seems to be offering the following definition of a social act: a mental act is social if, and only if, the act's performance necessarily implies the existence of intelligent beings, other than the agent of the act, exercising their intelligence.

There are three important observations to make about this definition. First, Reid thinks of the link between the existence of other agents and the performance of a social act to be constitutive, not causal. If I am lifting a piano, you might infer—from what you know of my puny muscles—that there are other people involved. But this is not enough to make my lifting a social act. It is not part of the concept of lifting a piano that it includes other people; the very strong could manage it without help.

Second, the mere fact that a mental act implies the existence of other beings is not enough to make it social; it must imply the existence of other beings *who are intelligent* and *who are exercising their intelligence*. Thus, playing a duet (where that is construed as playing one part of a two-part musical piece in line with the performance of the other part) is not a social act, even though it implies the existence of a partner, because the partner's part could be played, even if it is not typically played, by a being lacking a mind, as when a pianist plays Beethoven's *Spring Sonata* with a recording of the violin's part, or with a bird that happens to be singing it.¹⁹ That is, for an act to be social, the part that must be played by another party, for

¹⁹ Notice that, arguably, the playing of Beethoven's *Spring Sonata* requires the existence of Beethoven. (Thanks to Paul Hoffman for pointing this out.) In this case, however what is social is not

the act to exist, must, as a conceptual or constitutive matter, be played by a being with intelligence. Similarly, playing a duet with an intelligent partner is not a social act, even though it implies the existence of an intelligent partner, for the partner might not need to exercise his intelligence in playing his part of the duet; perhaps, for instance, the partner's part consists only in the beating of his heart.

Third, Reid considers the social-solitary distinction to be, in the first instance, a distinction between acts *of mind*. Thus, the act of commanding—a paradigm instance of a social act for Reid—derives its status as social from a mental act that is social. However, of all the parts of an act of commanding—speaking, pointing, threatening, etc.—it is only the peculiar orientation of mind on the part of the issuer of the command that entails the existence of a recipient exercising his intelligence in the comprehension of the issuer's words. So, we might distinguish between basic social acts—all of which are mental—and derived social acts, which inherit their social status from the fact that they include at least one basic social act as a part.

When you add together these three facts about social acts, it is plausible to assert, as Reid does, that a (basic) social act cannot exist if not expressed. Since whatever part another intelligent being plays in the social act requires *the exercise* of that being's intelligence, it would seem extraordinary for that exercise to simply spring up coincidentally without being triggered by something. It seems much more plausible to imagine that the exercise of intelligence occurs in response to awareness of some sort of the existence of the basic, mental social act. Such awareness is communication, and communication requires expression. Reid's claim, then, that social acts cannot exist without being expressed—while not logically entailed by his definition of a social act—seems to follow from it; it is not built into his definition of a social act. In fact, Reid seems to treat the claim that all social acts must be expressed to exist as following from his definition, rather than being a part of the definition itself (see *EAP*, V.6, 437–38, quoted above). Thus, the claim made by a couple of commentators (e.g. Schuhmann and Smith, and Ardal²⁰) that Reid's social acts are speech acts, in the contemporary sense, is false. A speech act is, by definition, an act of linguistic expression. But social acts are mental acts that are always accompanied by, but are not identical to, another act, which is the act of expression.

In claiming that a social act *does not exist* if the relevant intelligent being fails to exist, Reid is adopting a particular view about action individuation, and that view is an essential part of his argument against Hume. Say that I squeeze the trigger of a gun. Now, say that I engage in the same bodily movement, but without a gun in my hand. In the first instance, my act is aptly described as “squeezing a trigger”; in the second, it is not. Would it make sense to say, then, that the act of squeezing a trigger cannot exist unless the agent has a gun in his hand? According to one

the act of playing, but an object used as a prop, as it were, in the performance of the act. It is possible that Reid's definition of a social act would require refinement, so as to avoid the result that any (intuitively solitary) act that is performed with the help of a social *object* is thereby social.

²⁰ Karl Schuhmann and Barry Smith, “Elements of Speech Act Theory in the Work of Thomas Reid,” *History of Philosophy Quarterly* 7 (1990): 47–66; Páll S. Ardal, “Hume and Reid on Promise, Intention and Obligation,” in *Philosophers of the Scottish Enlightenment*, ed. Vincent Hope (Edinburgh: Edinburgh University Press, 1984), 47–69.

natural point of view, the answer is “no.” I am doing the same thing whether or not there is a gun in my hand. Or, put another way, the list of actions in which I am engaging is not longer in the case when there is a gun in my hand than in the case when there is not; it is not as though, when there is a gun in my hand, I do two distinct things: move my finger and squeeze a trigger. There is just one thing, according to this point of view, which is my bodily movement, and it is correctly describable in different ways depending on various facts, like whether or not there is a gun in my hand. On this view, then, many (if not all) of the relational properties of an action—in our example, the properties of being a *squeezing*, and being a *squeezing of a trigger*—are not among the essential properties of the act. But in insisting that the act of commanding, for instance, will not exist unless there is another intelligent being in the world, Reid is taking a different point of view. He is accepting, instead, a position according to which at least sometimes the relational properties of an act—properties that can be lost without any change in the act’s intrinsic features—are among the act’s essential properties. So, if this position extends to our example, the man who has a gun in his hand does two, distinct things: move his finger and squeeze a trigger. Or, even if Reid would not allow that the relational properties of the squeeze of the trigger—the properties in virtue of which it falls under that description—are among the act’s essential properties, he would say that a man who issues a command—as opposed to one who says the same words all by himself—is doing two, distinct things: speaking and commanding. On the view to which Reid is committed, these are genuinely two distinct items in the world, rather than just two ways of describing one thing. The property of being a command, despite being relational, is an essential property of the act. An act of commanding does not exist unless something extrinsic to the agent of the act is present, namely another intelligent being to whom the command is issued.

Relatedly, the fact that social acts are all of them mental can make it seem quite strange that there *even are* social acts. How can something going on in my mind depend, for its existence, on the existence of other people? Notice, however, that this query reveals precisely the reductionist bias that Reid is trying to warn against. That is, Reid claims, in some of the passages just quoted, that social acts are not reducible to any combination of solitary acts. The claim is that we cannot build the occurrence of an agent’s social act merely by stipulating the things that he does in his head. Not until we say not just that *you think* that there is an intelligent being in the room, but that there *is* one, can we transform your mental action into one of commanding, questioning, offering or promising, for instance. This is why you have not offered, strictly speaking, when you tell the chess-playing computer that you will grant it a draw. What you have done, instead, is to pantomime the act of offering. Similarly, a promise to a dead relative, or to an imaginary friend, or to oneself, is not really a promise. Or, as Reid puts the point in defense of the claim that all (literal) usages of the word ‘you’ are expressions of social acts of mind, “[it is not] a good argument against this observation, that, by a rhetorical figure, we sometimes address persons that are absent, or even inanimated beings, in the second person” (*EIP*, I.8, 70). Thus, the thought that mental acts are peculiarly individual—that they depend for their existence just on the mind who has them—is

merely a prejudice, Reid thinks. To rule out the possibility of social acts on this basis would be to beg the question against those who think there are some.

How is the assumption that all mental acts are solitary—or else reducible to collections of solitary acts—supposed to have misled Hume into the belief “*that a promise wou’d not be intelligible, before human conventions had establish’d it*” (*Treatise*, 3.2.5, 331)? Briefly, Hume’s argument for this claim proceeds, first, by identifying four types of possible mental act that a promise is to be identified with: a resolution to act, a desire to act, a volition to act, or a volition to be obliged to act (*Treatise*, 3.2.5, 331–32). The first three, he claims, cannot generate an obligation at all, and the last cannot generate an obligation without the help of social conventions. It is this last that is of particular interest, since Reid, like Hume, takes the choice to make a promise to be a volition to be engaged, or obligated, to do the promised act. While assuming that a contract is merely an exchange of promises, Reid says, for instance, “it ought to be observed, that the will, which is essential to a contract, is only a will to engage, or to become bound” (*EAP*, V.6, 446). Against the claim that such an act of will generates an obligation, Hume first repeats his view that the moral qualities of an act are, in some way, a function of the sentiment felt towards it, and then goes on to say that

‘tis certain we can naturally no more change our own sentiments than the motions of the heavens; nor by a single act of our will, that is, by a promise, render any action agreeable or disagreeable, moral or immoral; which, without that act, would have produc’d contrary impressions, or have been endow’d with different qualities. It wou’d be absurd, therefore, to will any new obligation. (*Treatise*, 3.2.5, 32)

Hume is searching for a way in which a solitary mental act—the willing of an obligation—could generate an obligation. To do so, it would have to cause a change in the world. Before promising to return your car with a full tank, I am not obligated to do so; and after promising, I am so obligated. Given what moral facts are, Hume might say, it seems incredible that anything that I do in my head could change them. But what does Hume think moral facts are that would lead to this conclusion? Hume takes the moral facts to be what the moral sense tells you they are, when it functions correctly. He seems to hold that the moral sense functions like so: It can be thought of as a mental organ, as it were, with an input and an output. The input is a representation of an action and surrounding circumstances; the output is a positive, negative, or neutral assessment of the represented action. The assessments—the outputs of the moral sense—are, Hume thinks, feelings, and not mental states of the sort that could be reached through a rational, inferential process. To alter the moral facts, then, would be to alter the outputs of the correctly functioning moral sense. Taking a representation of action *Q* as input, how would the willing of an obligation to *Q* alter the output of the moral sense? Consider, first, the possibility that the *input* to the moral sense is unchanged by the volition to be obligated to *Q*. If this is the case, then the volition must change what it is for the moral sense to function correctly: prior to the volition to be obligated, when the moral sense is given a representation of *Q* as input, its output is neutral or negative; after the volition, the same input yields a positive assessment of performance. Assuming that it functions correctly both before and after the volition, the volition must change what it is for the moral

sense to function correctly. But how could anything that one person does in his head have this kind of effect on the minds of both himself and others? How can what I do in my head change the nature of your mental organs? It seems as hard to do that as it is to change “the motions of the heavens.”

Notice that, in an important way, this line of thought is incomplete, for there is also the possibility that the output of the moral sense is changed when I will to be obligated to Q because that volition, itself, is to be included in the *input* to the moral sense; perhaps we change the output by changing the input. Perhaps the moral sense yields a neutral or negative assessment when the act is considered by itself, and a positive assessment when it is considered together with the fact that the agent willed to be obligated to do it. In the passage just quoted, Hume does not seem to envision this possibility, although he does go on to address it in a footnote, where he claims that a volition to be obligated could generate this kind of change in the output of the moral sense only at the expense of regress or circularity:

Shou'd it be said, that this act of the will being in effect a new object, produces new relations and new duties; I wou'd answer, that this is pure sophism, which may be detected by a very moderate share of accuracy and exactness. To will a new obligation, is to will a new relation of objects; and therefore, if this new relation of objects were form'd by the volition itself, we shou'd in effect will the volition; which is plainly absurd and impossible. The will has here no object to which it cou'd tend; but must return upon itself *in infinitum*. The new obligation depends upon new relations. The new relations depend upon a new volition. The new volition has for its object a new obligation, and consequently new relations, and consequently a new volition; which volition again has in view a new obligation, relation and volition, without any termination. 'Tis impossible, therefore, we cou'd ever will a new obligation; and consequently 'tis impossible the will cou'd ever accompany a promise, or produce a new obligation of morality. (*Treatise*, 3.2.5 332)

So, Hume seems to imagine two possible ways in which a volition to be obligated could make it the case that the agent is obligated. First, perhaps such a volition alters the outputs of the moral sense by altering what it is for the moral sense to function correctly. This Hume claims to be impossible. Second, perhaps such a volition alters the outputs of the moral sense by altering the inputs. Hume claims, in the passage just quoted, that this leads to regress or circularity. On this last, there is a question as to how plausible Hume's objection is. It is not obvious, for instance, that it is impossible to engage in an act of will that favors, among other things, the having of that very act of will. But we can put this issue aside, for Reid's appeal to the irreducibility of social acts to solitary is intended to respond to the first half of the argument just described. The question for us is this: how is the claim that a volition to be obligated cannot alter the moral sense's proper functioning rooted in a bias to the effect that all mental acts are either solitary, or else combinations of solitary acts?

To answer this question, consider the following line of thought. Say promising is a social act, so it, by definition, can only occur if some other intelligent being, the promisee, does something that requires the exercise of his intelligence. But what does it require from the promisee? Say that it requires that the promisee correctly recognize that the promisor is obligated. The part to be played by the promisee is an exercise of his moral sense: he must “see,” as it were, the promisor's obligation.

It is not that the promisor causes a change in the world, and then the promisee sees the change. That would be to think of the contribution of each to the transaction as essentially solitary. It is, rather, that the promisor's act *exists*, in part, in virtue of the perception of the promisee. Since there could be no perception on the part of the promisee, if there was no fact to be perceived, it follows that, if a promise exists at all, the agent is obligated to act as he promised.

To elaborate, imagine that we have two people, S₁ and S₂, and imagine a pair of cases. In the first case, S₁ promises to S₂ that he, S₁, will A; this implies that S₂ perceives that S₁ is obligated to A. In the second, we imagine S₁ all by himself, but under a delusion that S₂ is there; and we imagine S₁ choosing to be obligated to A, expressing that mental state, and believing, falsely, that S₂ accepts this and perceives his obligation. In the first case, and not in the second, S₁ is obligated to A. If one holds on to the view that social acts are solitary, or combinations of solitary acts, then the difference between the two cases seems to demonstrate that there has to be something entirely external to the transaction between the two parties—something like a social convention—to generate promisory obligations. After all, if S₁'s behavior does not generate an obligation in the second case, how can it possibly do so in the first case? However, this thought experiment generates this result—the result that promises are artificial—only on the assumption that S₁ *does the same thing* in the two cases. What is puzzling is how an obligation could be generated in the first case, and not in the second, *given that S₁'s contribution is the same in both cases*. But it is this assumption that Reid denies in claiming that social acts are not reducible to solitary acts, and in accepting his view of social act individuation. The two cases, for Reid, are entirely different: in the first, S₁ promises, but in the second he does not. No surprise, then, that an obligation is generated in the first case and not in the second.

Part of this line of thought is offered by Reid in the following passage:

This intention [to be bound] signified and accepted of constitutes a contract or Covenant. The Effect of such a Covenant is that by the immediate judgment of our Moral faculty the person contracting is under a moral obligation to perform what he has lawfully contracted to do or perform & the person with whom he has contracted has a right to the performance of what is contracted . . .

A Contract[ed] supposes a moral faculty. Therefore no definition can express the Nature of it which does not include the notion of obligation. (*Practical Ethics*, 155)

To “accept of” another's obligation is to perceive that the other will be obligated if one assents, and to assent. This is to exercise one's moral sense, and one's will. Given that promises are social acts, it follows that the part to be played by others in them is, in part, precisely this exercise of the other's moral sense.

In a sense, this is exactly what Hume had already said, with this difference: that for him, the exercise of the moral sense is a feeling or sentiment. What he cannot see is how what one person does can result in a change in the nature of the acts of the moral sense. Reid's point is that it is not what one person does, *for his doing of it includes the changes in the outputs of the other's moral sense*. What is impossible is for a solitary act to change the functioning of the moral sense; but promises, on Reid's view, do not have this impossible power. Rather, they are what they are, in part, because there are changes in the functioning of the moral sense;

such changes are essential properties of the promise itself. For those who think that social acts must be reducible to collections of solitary acts, this explanation can seem entirely unsatisfactory. Precisely what such a person does not see is how it could be that my intending something—and, say, your conviction that I must act a certain way, and any other solitary mental acts that we might throw into the mix—can, without help from habituating human conventions, alter the very functioning of the moral sense. To simply assert that it is part of what a promise is that the promisor is perceived to be obligated does not answer the question. But someone who, like Reid, rejects the possibility of reduction would not find this worry compelling. What he thinks is that we know enough about the act of promising to know that it entails the stance from others that shows there to be obligation. If this fact does not square with reductionism about social acts, then so much for reductionism.

Notice that, given the way Reid conceives of promising—as a social act that necessarily involves the perception by the promisee of the promisor's obligation, and so necessarily involves such an obligation—Hume's claim to the effect that, even if a promise were naturally possible, it would not be naturally obligating is flatly a contradiction in terms. If there is a promise, for Reid, then there is an obligation; that, we might say, is a condition of the possibility of a promise, not some further fact flowing causally from the solitary behavior of the agents involved in the transaction. So, in rejecting—through development of the distinction between solitary and social acts—Hume's claim to the effect that promises are not naturally possible, Reid has *ipso facto* rejected Hume's second claim also.

Armed with Reid's grounds for disagreeing with Hume, we can return, now, and finally, to the First Argument for Moral Liberty.

CONCLUSION

In its appeal to promises, the First Argument for Moral Liberty takes on the burden of showing, first, that our practices of promising reveal a belief that we are endowed, not merely with Necessitarian power, but with active power. Reid meets that burden by appealing, not merely to the link between obligation and ability—a link that the necessitarian, also, is concerned to accommodate—but also to the internally conditional nature of promising. Here he exploits the fact that, if we act under necessity, then there are conditions that we must promise to bring about, but which are not under our Necessitarian power to bring about, much less our active power.

However, showing even this much does not get Reid everything he wants. If the First Argument is to engage the mechanism that Reid has developed elsewhere for responding to skeptics and idealists, he must show that the belief that we have active power is a *natural* belief. I have suggested that he tries to meet this burden through his response to Hume's claim of the artificiality of promises and promisory obligations. That response—and thus, in turn, the portion of the First Argument for Moral Liberty that appeals to promises—rests on the distinction between social and solitary mental acts, and, perhaps more fundamentally, on the claim that there is a distinct thing in the world corresponding to each distinct, true description of a social act. These claims are not uncontroversial, nor is the

necessitarian required to accept them, at least not without further independent argument. However, from Reid's point of view, if not from ours, the arguments for moral liberty need not compel assent; they need only shift the burden of proof onto the back of the necessitarian. It is, Reid thinks, a first principle, not of necessary, but of contingent truths "[t]hat we have some degree of power over our actions, and the determinations of our will" (*EIP*, VI.5, 478). Thus, to deny it is not to embrace a contradiction, but, instead, to run counter to human nature. Those who deny it, then, must show belief in it to be a prejudice or a bias—a product of perverting, non-natural influences. Thus, if Reid can show that the belief ultimately rests, rather, on disputable but not on disreputable philosophical claims—such as the claim that promises are social acts—then, from his point of view, he has won the argument.

However, quite independently of its role in establishing the claim that we have active power, Reid's two discussions of promising provide important insights into the nature of promising. They reveal the distinct way in which promisory obligations are conditional; they are conditional upon a rather short list of circumstances that are not within our power—a shorter list than those on which other obligations are conditional. And they are quite naturally thought of as a special sort of act—a social act in which there is a mingling of the minds. These insights are separable from the question of whether or not we are truly free agents, agents endowed with active power; although, as I hope to have demonstrated, they go some way towards support of that claim, as well.²¹

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