Promises to the Dead

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Abstract
Many people attempt to give meaning to their lives by pursuing projects that they believe will bear fruit after they have died. Knowing that their death will preclude them from protecting or promoting such projects people who draw meaning from them will often attempt to secure their continuance by securing promises from others to serve as their caretakers after they die. But those who rely on such are faced with a problem: None of the four major accounts that have been developed to explain directed promissory obligation (the Authority View, the Trust View, the Assurance View, and the Reliance View) support the view that we are obligated to keep our promises to persons who are now dead. But I will provide hope for those who wish to use such promises to protect the meaning with which they have endowed their lives. I will argue that while we cannot wrong a person who is now dead by breaking a promise made to her during her life, we could wrong the living by so doing. We thus (might) have reason to keep the promises that we made to those who are now dead.

1. Introduction

Many people attempt to give meaning to their lives by pursuing projects that they believe will bear fruit after they have died. Knowing that their death will preclude them from protecting or promoting such projects, people who pursue them to give their lives meaning might attempt to secure their continuance by securing promises from others to serve as their caretakers after they have died. A mother might, for example, secure a promise from her child that he will never sell their farm as she has devoted her life to keeping it in the family, or a philanthropist might secure a promise from her trustees that they will abide by the original terms of her Trust.[1] Securing such promises often reassures those to whom they are

[1] Daniel Hill holds that for a life to be meaningful it is necessary that it 'be freely lived, at least in significant part, for a valuable purpose, and that, *to a significant degree, the life achieve that purpose*' (Daniel Hill, 'God, the Meaning of Life, and Meaningful Lives,' in this volume; emphasis added.) On this view a person who lived for a purpose that would be realized after her death might attempt to ensure that her life was meaningful by

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made, for it is widely believed that to break a promise that was made to a person who is now dead would be to wrong her, just as to break a promise to a person during her lifetime would be to wrong her.[2] Indeed, it is popularly believed that breaking a promise made to someone on their deathbed is somehow *worse* than breaking promises made to them at other times.[3]

This belief is not only held by laypeople: it is also widely (and largely uncritically) accepted by philosophers. So entrenched is the view that breaking a promise that was made to a person who is now dead would be to wrong them that it is often treated as being axiomatic within the debates over whether it is possible to harm or to wrong the dead. In defending the view that posthumous harm is possible against the charge that there was no subject for such harm to befall, for example, Joel Feinberg rhetorically asks 'When a promise is broken, someone is wronged, and who if not the promisee? …If there is no problem of the subject when we speak of wronging the dead, why should there be when we speak of harming them…?' (Feinberg, 1993, pp. 182–83). Yet Feinberg's rhetorical flourish glosses over the fact that it is not obvious just *why* breaking a promise to someone wrongs her. Prior to accepting that breaking a promise to a person who is now dead would wrong her, then, one must first establish why it is that promises obligate, and hence why it is that breaking a promise to a person in the standard case (i.e., when she is still alive) might wrong her. Then, with this account of promissory obligation

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having someone promise to ensure that the plans that she had set in place to fulfill her intended purpose would be followed.

[2] Widely, but not universally; James Griffin, for example, is skeptical that promises made to persons long dead are binding on the promisor; see Griffin (1986, pp. 194, 362, n.34). Henry Sidgwick also doubts that promises remain binding once the promisee has died, writing that 'It appears that a clear *consensus* can only be claimed for the principle that a promise, explicit or tacit, is binding, if a number of conditions are fulfilled: viz, if the promiser has a clear belief as to the sense in which it was understood by the promise, *and if the latter is still in a position to grant release from it*…. If any of these conditions fails, the *consensus* seems to become evanescent, and the common moral perceptions of thoughtful persons fall into obscurity and disagreement' (Sidgwick, *The Methods of Ethics*, 3.6, sec. 9; Italics on 'consensus' in original, italics added to pertinent clause.) Sidgwick's view has an affinity to David Owens' Authority View of promissory obligation that will be discussed below; see Owens (2006; 2007; 2012).

[3] Popularly, but not necessarily philosophically; see Norcross (2011, p. 220).

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in hand, one would need to show that it would *also* support the claim that breaking a promise to a person who is now dead would wrong her. And there's the rub for those who rely on such promises to support their pursuit of meaning in life: None of the four major approaches to explaining such directed promissory obligation (the Authority View, the Trust View, the Assurance View, and the Reliance View) support the view that we are obligated to keep our promises to persons who are now dead.[4]

That none of the major accounts of how promises obligate supports the view that breaking a promise that was made to a person who is now dead would wrong her does not show that the dead cannot be wronged. It might be that another account of promissory obligation is both correct *and* supports the view that we are obligated to keep our promises to the dead. Or it might be that while the dead cannot be wronged by the breaking of the promises made to them in life they could still be wronged in other ways.[5] But until sound arguments supporting one or more of these positions are forthcoming, the common claim that a person can be posthumously wronged should not be accepted.

But despite this conclusion I will provide hope for those who wish to attempt to protect the meaning with which they have endowed their lives by securing promises from the living to be fulfilled after their deaths. I will argue that while we cannot wrong a person who is now dead by breaking a promise made to her during her life, we could wrong the living by so doing. We thus (might) have reason to keep the promises that we made to those who are now dead.

[4] The issue is how breaking a promise to a person would be to wrong her, and so only those accounts of promissory obligation on which the obligation to keep one's promises is an obligation owed to one's promisee are relevant. The prominent Practice-Based accounts of promissory obligation developed by Hume and Rawls will thus not be addressed here for on those accounts of promissory obligation one's obligation to keep one's promises is not owed directly to one's promisee, but instead is owed generally to the persons who participate in the practice of promise-keeping. See Hume (1978, pp. 522–24) and Rawls (1999, pp. 301–307).

[5] Arguments in favor of the view that the dead can be wronged that are not based on the claim that one has an obligation to keep promises to the dead have been developed by Belliotti (1979); Lande (1990) and Blustein (2008, Ch. 5). An alternative promise-based argument for the view that the dead can be wronged has been developed by Wisnewski (2009, pp. 58–60). These arguments are all criticized in Taylor (2012, ch. 4).

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2. The Standard View: To Break a Promise to a Person Who is Now Dead Would Wrong Her

Feinberg is the most well-known proponent of the view that since a promisee can be (putatively) wronged by the breaching of a promise after her death then persons can also be harmed by events that occur after their deaths. But he was not the first to use this analogy to motivate the view that posthumous harm is possible. This approach to motivating the idea that posthumous harm was possible was earlier pursued by George Pitcher (Pitcher, 1984, p. 183), while Thomas Nagel held that to break a promise after the promisee's death would be 'an injury to the dead man' (Nagel, 1970, p. 78). Indeed, by the time Feinberg drew on the claim that breaching a promise to a dead person would wrong her to support the view that posthumous harm was possible, Barbara Levenbook had noted that that analogy was widespread and had 'persuaded a few philosophers' of the possibility of posthumous harm.[6]

The view that to break a promise to a person who is now dead would wrong her is not only treated as axiomatic in the debate over whether posthumous harm is possible.[7] Loren E. Lomasky and Daniel Sperling have drawn on this view to establish that the dead have rights,[8] while Harry S. Silverstein has noted that the view that

[6] Levenbook (1984, p. 407). Levenbook was not herself convinced by '[t]his sort of reasoning' and so provided an alternative account of how posthumous harm was possible. However, other philosophers (such as Dorothy Grover, Anthony Serafini, and J.J. Thomson) continued to be persuaded that posthumous harm was possible because they believed that it was possible to wrong a person after her death by breaking a promise that had been made to her during her life. See Grover (1989, pp. 339, 351–52); Serafini (1989–90, p. 335), J.J. Thomson (1992, pp. 318–19). Not all philosophers have been convinced by this analogy between posthumous wrongs and posthumous harms; Richard Kraut, for example, accepts that a person would be wronged by the posthumous breach of a promise but denies the possibility of posthumous harm (Kraut, 2007, p. 139, n.9).

[7] Those who use the claim that to break a promise to a person who is now dead would be to wrong her to motivate the view that posthumous harm is possible cannot use this strategy unless they believe that the reason that breaching such a promise is wrong independently of any harmful effects it might have on the dead promisee.

[8] Lomasky (1987, p. 212); Sperling (2008, p. 170). Ashley Dressel argues that the dead cannot have rights as they do not exist and so 'rights based' accounts of promissory obligation cannot support the view that there is an obligation to keep promises to persons who are dead (Dressel, 2015, pp. 326–27). But this argument misunderstands the view that it

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it would wrong a person to break a promise to her after her death has been widely discussed 'as a possible counter-example to utilitarianism'.[9] And it is not merely philosophers who take it as axiomatic that to break a promise to a person now dead would wrong her. As Susan Wolf has recently observed, the idea that it would be acceptable to break a deathbed promise (even where this breach could not affect the practice of making promises to be executed after the promisee was dead) departs 'radically' from 'common sense' and is a view that 'ordinary morality' 'recoils' from.[10]

3. The Problem of Directed Promissory Obligation

Yet while Feinberg's claim that 'When a promise is broken, someone is wronged….' is both widely accepted and relatively uncontroversial there is a longstanding puzzle as to why the breaking of a promise would wrong the promisee. This is the Problem of Directed Promissory Obligation: How can one acquire an obligation to a person P to do X just by promising P that one will do X? More precisely, how can one's mere utterance of a performative verb place one under an obligation to another person to perform the act that one has communicated to her that one will perform? Hume, famously, found the putative acquisition of an obligation in this way to be utterly 'mysterious and incomprehensible,' comparing it to 'transubstantiation or holy orders, where a certain form of words, along with a

addresses for those who hold that the dead have rights ascribe these rights to their putative possessors as they were while alive. For example, consider that in 2018 P promises to Q that she will perform act X in 2020 and then breaches this promise after Q dies in 2019. On the rights-based account of promissory obligation P's breach of her promise to Q would have made it true that the right that Q held *during her lifetime* that P do X was violated by P (See Lomasky, 1987, pp. 213–17.) While Dressel recognizes that her argument does not hold against those rights-based views of promissory obligation that are not based on the claim that non-existents have rights she fails to recognize that *all* rights-based views of promissory obligation are of this sort (and so her argument does not address any of them).

[9] Silverstein (1972, p. 448). For examples of this discussion see Smart (1956, p. 350); Hare (1963, pp. 132–36) and Cargile (1964, pp. 23–24). Since in this context the breaking of a deathbed promise is used as a (putative) example of harmless wrongdoing, those who deploy this example to criticize utilitarianism reject harm-based accounts of promissory obligation.

[10] Wolf (2016, p. 125); see too Hare (1963, p. 133).

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certain intention, changes entirely the nature of an external object, and even of a human creature' (Hume, 1978, p. 524). Yet unlike the supernatural mysteries of transubstantiation and holy orders. Hume believed that an account could be given of the basis of promissory obligation.[11] Noting that there is a problem of how one's making a promise could place one under a new obligation to the person to whom one has made the promise should thus not be construed as an objection to the existence of such obligation but as an indication that it needs to be explained and justified.[12]

Not surprisingly, those who have addressed this issue have focused on explaining how promises can generate obligations in standard cases of promising – those where one person A promises to another, B, to perform some act X at some point in the future at a time when B will still be living. This focus on standard cases of promising leaves open the possibility that *non*-standard cases of promising (such as promises to oneself, or a promise made by A to B to do X at a time when B would be dead) would not generate any promissory obligations to the promisee for the non-standard cases might lack the obligation-generating features of the standard cases.

4. Four Accounts of Directed Promissory Obligation

As noted above, Hume's own account of promissory obligation is an attempt to answer the general question of why persons are obligated to keep their promises rather than the more specific question of how making a promise to a person places one under an obligation to that person to keep one's promise to her.[13] As such, even if his account of promissory obligation is correct it cannot support the claim that

[11] Although, as noted above, Hume did not provide an account of why making a promise placed one under an obligation to one's promisee to keep one's promise, but an account of why one was obliged to keep a promise *simpliciter*. He was thus not addressing the Problem of *Directed* Promissory Obligation that is at issue here but a less restricted Problem of Promissory Obligation that does not require an explanation of how a promiser could have an obligation to her promisee.

[12] This point was made by Sheinman (2011, p. 7).

[13] For Hume we are first motivated to keep our promises out of self-interest, and then, when we recognize the social utility of promise-keeping, we keep them out of a sense of obligation. We are thus obliged to keep our promises because breaching them would undermine the useful social institution of promising. According to Hume, then, breaking one's promise does not wrong the promisee, but is a wrong done to the

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breaking a promise to a person who is now dead that was made to her while she was alive would be to wrong her.[14] However, four other prominent accounts of promissory obligation have been developed to account for the view that in making a promise to B, A incurs an obligation *to B* to keep that promise: the Authority View, the Trust View, the Assurance View, and the Reliance View.

The Authority View of promissory obligation (as developed and defended by David Owens) is based on the claim that persons have both an 'authority interest' (an interest 'in having the right to oblige others to do certain things') and 'an interest in being able to satisfy the needs of others should we so wish' (Owens, 2012, p. 146). When A promises to B that he will do X, he communicates to her that he has granted her authority over him with respect to his performance of X. If B communicates to A that she will accept this authority over him, thus bringing into existence their relationship as promisor and promisee, A's interest in being able to grant this authority to her is satisfied, as is B's interest in acquiring authority over A. If A then breaches his promise to B, he will have wronged her by thwarting her authority interest over his performance of X (Owens, 2012, pp. 146–47).

The Trust View of promissory obligation is based on 'the idea of *inviting someone to trust one to do something*' (Friedrich and Southwood, 2011, p. 278). On this view, the making by A of a promise to B to do X signals to B that A recognizes that X is important to her by inviting her to have faith in A's character with respect to A's performance of X. If this invitation is accepted, and the promise made, then the relationship between A and B will be transformed, such that were A not to do X he would not only have failed to do something he knew was important to B but would have betrayed the trust that he invited her to place in him. A person is thus obligated

participants in the practice of promising as a whole. See Hume, (*Treatise,* pp. 522–23).

[14] That practice-based accounts of promissory obligation cannot support the view that a promiser's obligation is to his promisee has led to them being widely criticized with their detractors holding that these accounts fail to capture something crucial about the nature of promissory obligation. See, for example, Feinberg, who offers a general criticism of practice-based accounts of promissory obligation along these lines (Feinberg, 1993, pp. 188–90), and (in the context of criticizing Rawls' account of promising), Scanlon (1998, p. 316) and Darwall (2011, pp. 262–64).

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to keep the promises that he has made out of a moral duty not to betray the trust that he invited the promisee to place in him.

A similar account of promissory obligation is offered by the proponents of the Assurance View. On this account a person is obliged to keep her promises because in making them she has intentionally and voluntarily created in the promisee the expectation that she will X, where X is something that the promisee values and hence whose occurrence she wants to be assured of, and, moreover, both the promiser and the promisee know that this assurance has been created, and they both know that the other knows this, and so on.[15] On this view, a promiser will wrong the person to whom she has promised to X if she fails to X, and hence fails to live up to the assurance that she had created within him that she would X. While this account of promissory obligation is similar to the Trust View, it is also distinct from it. One might create assurance without inviting trust, by, for example, simply imparting information concerning one's future plans (Friedrich and Southwood, 2011, p. 283). Conversely, one might invite trust without thereby creating assurance – a philandering spouse might attempt to do this as she protests (once again!) that she is mending her ways.[16]

Both the Trust and the Assurance Views of promissory obligation are similar to the Reliance View. On this view, a person is obligated to keep her promises since in making them she has invited the promisee to rely on her performing (or refraining from performing) some action, and this invitation has (at the very least) not been rejected, thus leading the promisee to rely on the promisor.[17] This account of promissory obligation differs from the Trust View since a person might invite another to rely on her to perform or refrain from performing an action without thereby inviting her to trust her so to refrain or perform. In a repeated Prisoner's Dilemma game with an unknown number of iterations, a person might, for example, invite her partner to rely on her not to defect by signaling this through her actions. But this invitation stops short of an invitation to trust, for this would require an optimism in the signaler's good character that would be alien to the game. The Reliance View of promissory obligation also differs from the Assurance View, which lacks its invitational element.

[15] See, for example, Scanlon (1998, p. 304). A similar account of promissory obligation has been proposed by Narveson (1971).

[16] A similar point was made by Friedrich and Southwood, (2011, pp. 283–84).

[17] See, for example, Thomson (1992, esp. Chapter 3).

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If correct, any one of these four accounts of promissory obligation would establish that in the standard case of a promise broken to a person who is still alive, the promiser would wrong the promisee.[18] But that this is so does not entail that they would *also* show that in a *non*-standard case in which a promiser broke a promise to a person after her death that he made to her while she was still alive he would thereby wrong her. And, as will be argued below, none of these accounts of promissory obligation support this further claim.

5. The Authority View

It is clear that on Owens' Authority View of promissory obligation one cannot wrong a person who is now dead by failing to fulfill a promise that was made to her while she was alive.[19] On this account of promissory obligation, a person's obligation to fulfil her a promise stems from the value of satisfying the authority interests of the persons to whom she has made the promise in question. A person acquires an authority interest in the actions of another when a promise is made, with this placing the promisee in authority over the promisor with respect to the act that the promisor promised to perform. Having acquired this authority over the promisor, the promisee can either oblige the promisor to perform the promised act or else release her from this obligation. It is the promisee's ability to choose whether to oblige performance or release her promisor from this obligation that satisfies her authority interest. The promisee's authority interest is thus not satisfied by the promisor being bound to perform the promised act, but by the promisee being in a position to choose whether or not she is obliged to do so. If it is not possible for the promisee to choose whether to oblige the promisor to perform his promised act or to release him from this obligation, then she will lack the authority interest that grounds promissory obligation. The promisor will thus have no obligation to fulfil his promise to her and so will not have wronged her if he fails to do so. The dead clearly cannot exercise authority in this way over those

[18] Note too that none of these accounts would support the view that a promissory obligation is generated by an attempt to make a promise to a person who is dead at the time that the promise was made. That there is no promissory obligation to the dead in this sense was noted by Roth (2016, p. 101, n.26).

[19] This was recognized by both Woods (2017, p. 80) and Liberto (2017, pp. 109–110).

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who made them promises during their lifetimes. There is thus, on Owen's Authority View of promissory obligation, no obligation incumbent on a promisor to fulfil the promises that she made to person who are now dead. A promisee's death thus releases her promisors from their promissory obligations to her (Owens, 2012, pp. 198, 201). Hence on the Authority View of promissory obligation a dead promisee can never be wronged by her promisors' failure to fulfil their promises to her.

6. The Reliance View

The Reliance View of promissory obligation also appears to fail to support the view that one can wrong a person who is now dead through breaking a promise that was made to her while she was alive. On the Reliance View of promissory obligation, a person will wrong the individual to whom he has made a promise if he invites her to rely on him to do something and then fails to do it. The wrong involved in breaching a promise is thus the wrong of leading another person to order her actions on the basis of the belief that one will X, and then not doing X. It is accordingly a requirement of the Reliance View of promissory obligation that the promisee be able to make plans on the basis of the promises that were made to her. One will thus not, on this account of promissory obligation, have any obligation to keep promises made to persons just before they died, for in such cases one will be unable to issue the requisite invitation to the promisee to rely on one in making her plans. On this view, then, deathbed promises will have no obligatory force.[20]

But one should not conclude from this that the Reliance View could not recognize any posthumous breach of a promise as a wrong to the promisee. Not every promise made to a person now dead was made when she was unable to make any further plans. My promise to my mother to ensure that her collection of dolls remains intact after her death is one that she is currently relying on in making plans concerning the disposal of her estate. If I were to breach this promise after she dies, then I would have breached a promise that she relied on in making her plans. My promise is important to my mother because she is making decisions concerning her doll collection based on the belief that I will ensure that it remains intact after her death and because she believes that my promise will

[20] Friedrich and Southwood consider this to ground an objection to the Reliance View (2011, p. 285).

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ensure that this belief will be true. If I breached this promise after my mother's death, I would make it the case that some of the beliefs that she relied upon while acting were false. Thus, one could hold that on the Reliance View the wrong of breaching a promise is the wrong of bringing another person to order her actions based on a false belief. And since breaching a promise after the promisee's death could make it the case that, while alive, she ordered her actions on a false belief, it seems that one could, on the Reliance View, wrong someone after their death by breaching a promise that was made to them while they were alive.

But why would falsifying some of a person's beliefs, the truth of which she relied upon in deciding how to act, be to wrong her? One reason could be that in leading a person to act on false beliefs one would be undermining her ability to achieve her goals, thereby compromising her well-being. This might ground a plausible account of why on the Reliance View breaking a promise to a person while she is still alive would be to wrong her. However, if it is offered as an account of why on this View breaking a promise to a person after she is dead would be to wrong her it would commit its proponents to the claim that persons can be harmed by events (e.g., the breaking of a promise) that occur after their deaths. And there is good reason to believe that posthumous harm is impossible.[21] However, rather than relying on a concern for the well-being of promisees, one could instead draw hold that the falsification of a person's beliefs through breaching a promise to her could undermine her ability to make her

[21] Taylor (2012, ch. 3). The classic arguments in favor of the view that persons can be harmed or benefitted after their deaths have been developed by Pitcher (1984, pp. 157–68) and Feinberg (1993). For objections to the Pitcher-Feinberg account of posthumous harm and arguments in favor of the view that that the dead cannot be harmed, see Taylor (2005) and Portmore (2008). In *Death, Posthumous Harm, and Bioethics*, Chapter 2, I also criticize the defenses of the possibility of posthumous harm that have been developed by Levenbook (1984), Grover (1989), Sperling (2008), and Griseri (1987). Dressel also offers objections to the view that posthumous harm is possible to establish that there is no harm-based obligation owed to persons who are now dead to keep promises that were made to them while they were alive (Dressel, 2015, pp. 327–334. Dressel's objections are very similar to Taylor's.) Since she (mistakenly; see note 8) believes that she has shown that no rights-based account of directed promissory obligation could ground the obligation to keep promises to the dead, she (mistakenly) believes that undermining the possibility of any harm-based obligation to keep such promises will establish that there is no such obligation at all.

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own decisions. From this, one could then develop an autonomy-based account of how on the Reliance View breaching a promise to a person would be to wrong her. On this analysis breaches of promise would be wrong on the Reliance View because in rendering false those of a person's beliefs that she is using to make her decisions one would be compromising her autonomy – and to compromise a person's autonomy is *prima facie* to wrong her.

It is true that in some cases rendering a person's beliefs false could compromise her autonomy. However, this would not be because she is making her decisions on the basis of false beliefs. Rather, it would be because it is through this falsification of her beliefs that another person usurps control over the decisions that she makes by manipulating her beliefs so that she will make the decisions and perform the actions that her manipulator desires of her. Thus, for a person's autonomy with respect to her decisions and consequent actions to be compromised through the falsification of her beliefs, this falsification must be deliberately brought about by another. And this must have been done with the aim of motivating the person whose beliefs have been falsified to make the decisions that her manipulator desired her to make. This falsification of belief must thus occur *prior* to her making the decisions in question. Since this is so, breaching a promise that was made to a person who is now dead could not wrong her by undermining her autonomy with respect to the decisions that she made in consequence of relying on her promisor's word. The falsification of her relevant beliefs would have occurred *after* the decisions that they were relevant to had been made. Thus, if on the Reliance View the breaching of a promise wrongs the promisee through compromising her autonomy, then this account of promissory obligation cannot support the claim that to breach a promise to a person who is now dead would be to wrong her.

7. The Trust and Assurance Views of Promissory Obligation

The Reliance View of promissory obligation thus does not support the claim that one could wrong a person who is now dead by breaking a promise that was made to her while she was alive. What, then, of the Trust View and the Assurance View of promissory obligation? As with the Reliance View, to determine whether these accounts will support the view that breaching a promise to a person who is now dead would be to wrong her will require an analysis of just why a betrayal of trust or a violation of an assurance would be to wrong the person whose trust was betrayed or whose confidence in the assurance

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she received was misplaced. One possible answer is simply that a betrayal or the violation of an assurance *just is* a wrong – that both betrayals and violations of assurances are wrongs in themselves, independently of any effects that they might have.[22] But without further argument there is no reason to accept this response, for it is not analytically true that a betrayal of a trust or a violation of an assurance is necessarily a wrong. One can certainly ask whether a particular betrayal, or the violation of a particular assurance, wronged the person who was betrayed or whose confidence in the assurance she received was misplaced without evincing a misunderstanding of the terms. The Rev J. Llewellyn Davies, for example, was not obviously mistaken when he noted in response to Mill's utilitarianism that the betrayal of a person's trust by a friend should not be called a 'crime' if it was done in order to avoid fatally harming either the man betrayed 'or someone belonging to him'.[23]

Moreover, there is reason to believe that the view that betrayals or violations of assurances *just are* wrongs to the persons betrayed, or whose confidence in the assurances they received was misplaced, is mistaken. If betrayals or violations of trust are bare wrongs then breaches of promises that involved them would be wrongs even if they had no effect on anything. If this were correct, then if a person P did not do X when she had not promised to do X then she would not have breached a promise, and so would have done no wrong. However, if P had promised to do X but did not, then she would have breached a promise, and so would have done wrong. But if breaching a promise would be a wrong *even if it had no effect on anything*, then it would be the case that P would do wrong in failing to do X only if she had *declared* that she would do wrong if she failed to do X. And, as Hume noted, it is mysterious as to why merely declaring something a wrong would make it a wrong (Hume, 1978, p. 524).

But if it is implausible to believe that betrayals and violations of assurances are bare wrongs what accounts for their wrongness? Two possible answers to this question can be drawn from the above discussion of the Reliance View of promissory obligation. A betrayal or a violation of an assurance could wrong someone through falsifying

[22] Nagel appears to think this; see Nagel (1970, p. 76). The notion of a 'bare wrong' was introduced by W.D. Ross in the context of his criticism of the utilitarian account of promissory obligation and his argument in favor of 'the *intrinsic* rightness of a certain type of act'. See Ross (2002, pp. 37–39, 46–47).

[23] Quoted by Mill (1978, p. 18, n.2).

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some of her beliefs that guided her decision-making. If this falsification through betrayal or the violation of an assurance occurred either before *or* after she made her decisions, then it could have wronged her by unjustly harming her through thwarting her interests. If, however, it only occurred *prior* to the promisee making her decisions related to the broken promises, then she would have been wronged through having her autonomy with respect to her decisions (and consequent actions) compromised. As was noted in the above discussion of the Reliance View, there is no reason to believe that posthumous harm is possible. There is thus no reason to believe that a person who is now dead could be wronged by being harmed through having her trust betrayed or the assurances that she was given violated. The above discussion also makes clear breaking a promise to a person who is now dead cannot wrong her by compromising her autonomy with respect to those decisions that she made as she trusted her promisor to perform a certain action or accepted his assurance that he would do so. There is thus no reason to believe that on either the Trust View or the Assurance View to break a promise to a person who is now dead would wrong her.

8. Respecting the Autonomy of the Dead

There remains, however, one final argument that could be offered by a proponent of the Reliance View, the Trust View, or the Assurance View who believes that one can wrong a person who is now dead by breaking a promise that was made to her while she was alive: that such a breach could evince a failure properly to respect the autonomy of the promisee.[24] To fail to respect a person's autonomy is to fail to adopt the attitude towards her autonomously-formed desires and actions that they are *prima facie* worthy of consideration simply in virtue of their being a person's autonomously-formed desires and actions. One could fail to respect another person's autonomy *without* compromising her ability to exercise it. (This position is thus not undermined by the argument – outlined above – that one could not wrong a person who is now dead by compromising the ability that she had while alive to exercise her autonomy by breaking a promise that one made to her while she was alive.) One might, for example, fail to respect another person's autonomy and so be

[24] This view is endorsed by Charles Fried, who writes that 'the obligation to keep a promise is grounded not in arguments of utility *but in respect for individual autonomy* and in trust' (1981, p. 16). (Emphasis added.)

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disposed to ignore or override her autonomous decisions as though they had no weight but never actually do so since they happen to be congruent with one's own plans. In such a case one would fail to respect the other's autonomy but would not compromise it in any way. The breaking of a promise to a person who is now dead could hence evince a failure to respect her autonomy even if it would not compromise her ability to have exercised it while she was alive. Thus, if to fail to respect a person's autonomy is to wrong her, then the breaking of a promise to a person who is now dead could wrong her by evincing a failure properly to respect the autonomy that she possessed while she was alive. This could be so even if a posthumous breach of promise would not compromise the promisee's autonomy while she was alive.[25]

For this argument to establish that breaking a promise to a person who is now dead could wrong her by evincing a failure properly to respect her autonomy, it must be the case that the promise-breaker appropriately respected the autonomy of the promisee while she was alive. If he did not, then a person who believed that breaking a promise to a person who is now dead would *not* wrong her could simply claim that the breaching promiser's wrongdoing lay not in the posthumous breaking of the promise but in his failure to respect the promisee's autonomy during her life. (He would have wronged her during her life both by failing appropriately to respect her autonomy and also by deceiving her by representing himself to her as a sincere promise-maker even though he made a promise to her that he did not consider himself to be bound by.) For it to be clear that the (putative) wrong of breaking a promise to a person who is now dead would occur *after* the death of the promisee *and* that this wrong was grounded on a failure of respect for the promisee's autonomy, then, the promise-breaker must both have appropriately respected the autonomy of the promisee while she was alive, and then, at some point after her death, ceased to do so, with this leading to his breaking his promise to her.

An example of such a situation would be that of a person who promised a friend that he would always look after her prized maple tree. After her death he developed a sexist streak and ceased both to respect her wishes and (in consequence of this) to look after the tree. This example appears to show that breaking a promise to someone after their death could evince a failure to respect the autonomy of the person to whom the promise was made, and hence could wrong them. But to draw this conclusion would be too hasty. If the

[25] See Robins (1984, p. 120).

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posthumous breaking of a promise evinces a failure on the part of the promise-breaker to respect the autonomy of the promisee, and for this reason is held to wrong her, then the wrong in question is based not on the promise-breaking itself, but on *the promise-breaker's attitude towards the promisee*. The posthumous breaking of the promise would thus not itself be wrong. Instead, it would merely provide evidence of a wrongful attitude. The wrong in this case would not be the wrong of the breaking of a promise. It would be the (putative) wrong of holding a particular attitude towards the autonomy of another.

This respect-based argument thus fails to show that the breaking of a promise to a person who is now dead would be to wrong her. But it does lend support to the view that the dead can be wronged by being the objects of morally inappropriate attitudes. Perhaps, then, persons could be wronged by actions or events that occur after their deaths, even if there is no reason to believe that they could be wronged by the breaching of promises that were made to them while they were alive?

But despite the appearance that the dead could be wronged by persons adopting attitudes towards them that evince a failure to respect their autonomy, one should still ask why an apparent failure to respect the autonomy of another would be to wrong her. One possibility is that a failure to respect another's autonomy could lead one to mistreat her, or else to discount her interests in ways that adversely affect her well-being. If this is the basis for the moral concern with respect for autonomy then for one to be concerned about putative failures to respect the autonomy of persons who are now dead, one would have to believe that the dead, like the living, could be subject to harms or benefits. But, as has already been noted, there is reason to believe that the view that posthumous harms and benefits are possible is mistaken.[26] Alternatively, one might hold that a failure to respond appropriately to the value of autonomy would be a wrong in itself. To hold this view, one must hold that autonomy is of more than prudential value. But, if this is so, then unless an argument to show that autonomy is valuable in itself is forthcoming, there would be no reason to believe that a failure to respect it would constitute a moral wrong.[27] Moreover, even if one could show that autonomy was intrinsically valuable, one would also have to show why merely *adopting a particular attitude* towards it would constitute a moral wrong, independently of any effects that such an attitude might have. And since this would

[26] See note 21.

[27] For an argument that autonomy is not valuable in itself see Valdman (2010).

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involve holding such an attitude to be a 'bare wrong', it is unlikely that this line of argument would succeed. Thus, not only does a concern for respecting the autonomy of the dead fail to support the view that breaking a promise to a person after her death would be to wrong her, but, absent further argument, there is no reason to believe that the dead can be wronged by the living failing to respect the autonomy that they possessed while alive.

9. Meaningful Lives and Keeping Promises to the Dead

It was noted at the start of this paper that some people might secure promises from others to perform (or refrain from performing) certain actions to ensure that their projects whose achievement they believe to be a necessary condition for their lives to have meaning come to fruition.[28] From the point of view of someone who both believes that the lives of such persons would not be meaningful unless such promises were kept, and who is concerned that persons' lives be meaningful, the arguments developed in this paper might appear worrisome. If correct, they establish that one cannot wrong a person who is dead by breaking a promise to her that was made while she was alive. Moreover, as noted above, one cannot harm a person through posthumously thwarting her interests. One thus cannot harm someone by posthumously thwarting her interest in having a meaningful life by breaking the promise that one had made to her to secure the achievement of the projects that would give meaning to her life. One could thus not wrong a dead person by harming her. Since one could thus neither wrong a dead person by breaking a promise that one made to her while she was alive nor by harming her through thwarting her interests, it might appear that there is no moral obligation to keep promises made to persons who are dead at the time that the promise should be fulfilled. Persons who wish for their lives to be meaningful might thus appear to be well advised to ensure that the ends of the projects that they pursue to give meaning to their lives could be achieved within their own lifetimes. This is because it appears that if they were to pursue projects whose ends would be achieved after they die, then they would be risking the meaningfulness of their lives for those who promised to ensure that the ends of their projects were achieved would have no moral obligation to keep these promises.

[28] See note 1.

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But – and fortunately for those who aim to give their life meaning by pursuing projects whose ends will only be achieved after they are dead – even though a promisor would not wrong a promisee by, after her death, breaching a promise that was made to her while she was alive, this does not entail that he would thereby do no wrong. While the Practice-Based Views of both Hume and Rawls do not justify the claim that breaking a promise to a person who is now dead would wrong *her* (for they do not address the Problem of *Directed* Promissory Obligation but simply the Problem of Promissory Obligation), they could still support the claim that *it would be wrong t*o break such a promise. Persons are likely generally to desire that the promises that were made to them to perform (or refrain from performing) some action after they die be kept (e.g., to enable them to render their lives meaningful by pursuing projects whose ends would only be achieved after they are dead). If this is so, then even though breaking such promises would not wrong the persons to whom they had been made it could undermine what is taken to be the useful social practice of keeping promises to the dead. It would hence wrong the (living) participants in that practice.[29]

The Reliance, Trust, and Assurance Views of promissory obligation would also (in certain circumstances) support the keeping of one's promises to persons even after they die. While this might appear counterintuitive, note that at the time that one makes these promises one should not be intending to breach them. Making a promise to do (or refrain from doing) X with the intention of breaking it after the death of the promisee would, if one thinks that the promisee believes that one will not break one's promise to her to X after her death, constitute deception. Since to deceive someone is (at least *prima facie*) to wrong her, it would be wrong to make a promise to a person with the intention of breaking it.[30] Thus, to avoid the wrong of deception one should either refrain from making a promise to a person that one has no intention of keeping after she is dead, or

[29] On this account one should keep promises made to the dead to establish a practice of promise-keeping that persons in general would find valuable. For development of this view see Partridge (1981), Wellman (1995, p. 156) and Taylor (2012, pp. 66–68).

[30] The wrong of deception could be explained by (e.g.) the adverse effect on a person's autonomy with respect to the actions that she was deceived into performing, its evincing a failure to respect the autonomy of the person deceived, or the likelihood that successfully subjecting a person to deception would adversely affect her well-being.

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make it clear to her that one will not consider the promise binding after she dies, or else intend to keep the promise after she dies.[31]

Finally, one might have a reason to keep promises that is independent of the moral requirement to avoid wrongdoing through their breach. One might believe that being a particular sort of person (e.g., 'a gentleman') required that one keep one's promises independently of any consequences that this might have for others. If one both believed that one was this sort of person, and endorsed this self-conception, this could provide one with a non-instrumental, self-directed, reason to keep one's promises – whether these were made to persons still living or persons now dead.[32]

Thus, while there is no reason to believe that the dead can be wronged by the breaking of promises that were made to them while they were alive, there *is* reason to believe that even after a promisee dies persons should keep the promises that they made to her while she was alive. This might give comfort to people who wish to protect the projects whose posthumous achievement will give meaning to their lives through securing promises from others to ensure that this occurs after they die.

10. Conclusion

Although the belief that breaking a promise to a person who is now dead would wrong her is both widespread and entrenched, none of the four major analyses of directed promissory obligation support it. This is important for the metaphysics of death, for this belief has been taken as an axiomatic foundation for arguments that have been developed in favor of the views that the dead can be subject to

[31] It might be that the latter possibility is only available to persons who believe that the account of promissory obligation that they endorse establishes that it would be wrong to breach a promise after a person's death that was made to her while she was alive. It is not clear that one can intend at time T1 to keep a promise at T2 when the only reason one would have for keeping the promise at T2 was that one intended to do so at T1, especially if there would be costs associated with keeping the promise at T2. (The question of whether one can at T1 intend to keep a promise at T2 where the only reason for failing to breach it would be to establish one's intent at T1 is thus structurally similar to Kavka's Toxin Puzzle (Kavka, 1983).

[32] I thank Teodora Manea for bringing this point to my attention. I discuss this type of non-consequentialist prescriptive expressivist reason for action in Chapter 6 of Taylor (forthcoming).

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both wrongs and harms. It is also important for those discussions of utilitarianism that draw on the view that to breach a deathbed promise would wrong the promisee.[33] Yet while showing that there is no reason to believe that breaching a promise that was made to a person who is now dead when she was alive would wrong her shifts the burden of proof onto those who believe that such wronging is possible, the implications of this burden-shifting should not be overstated. The conclusion of this paper is a relatively modest one: It is that *there is no reason to believe* that one can wrong a person who is now dead by breaching a promise that was made to her while alive. It is not the stronger claim that breaching a promise to a person who is now dead could *not* wrong her. And while the claim that breaking a promise to a person who is now dead wrongs her is often used to support the view that the dead can be wronged, the argument in this paper does not directly take issue with the latter, broader, claim. Showing that there is no reason to believe that the dead could be wronged through breaching the promises made to them is compatible with there being *other* (as yet undefined) ways in which they could be wronged.

However, that a person cannot be wronged by the posthumous breach of a promise that was made to her while she was alive does not entail that it would not be wrong to breach such a promise after her death. Nor does it entail that a person would have no reason (i.e., independent of morality) to keep the promises that she made to someone who is now dead. These observations might give comfort to one who wishes to render her life meaningful by the pursuit of projects whose ends would be achieved after her death, and who wishes to ensure that these ends are achieved through securing a promise from someone to oversee this. And although a person cannot be benefitted by an event that occurs after her death (just as she cannot be harmed by an event that occurs after her death) the belief that one's life will be made meaningful through the posthumous achievement of the aims of one's projects (with this being secured by someone who has promised to do so) might still be comforting to the living.[34]

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[33] See note 9.

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