

ON PROMISING AND ITS JUSTICE, AND WHETHER
IT NEEDS BE RESPECTED *IN FORO INTERNO*.

G.E.M. ANSCOMBE
Cambridge University

Whether or not there are any human actions which take place purely within the soul —and whatever it may mean to say or deny that there are— there are at any rate many, many actions which are exterior happenings. If one human beats or kisses another, if he makes a box or walks or turns a crank or . . . or . . . —there is no need to continue the list which could be indefinitely extended— these would be unhesitatingly called actions, at least in normal contexts; and also they are happenings, physical events. A question which is all-important for our investigation is this: what bearing can what the agent thinks have on the description of the action? If the action is a physical happening, someone may want to say that a physical happening is what takes place, whatever the agent thinks.

Such things as marrying, making a gift, swearing an oath seem to be counterexamples. It is essential to getting married, as it is to the other things, that someone who is doing it should think he is doing it.

Two questions arise about this type of case. First, how is it possible? And second, does it provide genuine counterexamples?

For, first, there seems to be a logical difficulty. If thinking you are getting married is essential to getting married, then mention of thinking you are getting married belongs in an explanation of what getting married is; but then won't an explanation of what getting married is be required if we are to give the content of thought that one is getting married? Hence it will be impossible to explain what getting married

is and impossible to say what is the thought of the man who thinks he is getting married; and so generally for all cases of this type.

It might seem that where 'p' is a statement such as 'A is getting married', 'A is making a contract' etc., then we are wrongly inclined to say that the truth of 'A thinks that p' is an essential component of the truth of 'p' in any paradoxical sense; the true explanation of 'p' must be 'q' and 'A thinks that q', where 'q' states the other conditions for the truth of 'p', which can hold whether or no A thinks they hold. That is in all these actions there is the physical happening and the mental component. We might then get rid of the paradox, thus: Suppose it is granted that if a man thinks something he also thinks (i.e. believes) that he thinks it. Then if q and A thinks that q, he also thinks that q and that he thinks that q, i. e. he thinks that p. This would explain why it can be the case that p only if A thinks that p, without paradox.

This explanation, however, will not do. Firstly, even if $p.q \Rightarrow r$, A thinks that p and thinks that q does not necessarily imply 'A thinks that r.' Secondly, a set of circumstances may hold, adequate for it to be true that a marriage is taking place, apart from this one point — that one of the parties does not think that what they are doing is getting married — and both parties may know that set of circumstances, which would otherwise be adequate. To give an example, we might suppose that one of the parties has misunderstood someone's remark 'This is only a rehearsal' as referring to the imminent procedure. Thus the thought that q cannot take the place of the thought that p, and we are left with the fact that for such interpretations of 'p' 'A thinks that p' is an indispensable verifier of 'p', a precondition, not a mere consequence of 'p'. The difficulty about it must then be illusory, and an opinion about the relations between thought and what happens, from which it follows that this situation is impossible, must be false. To be sure, to say

this is not to dispel the difficulty. But I will return to that later.

My second question was: does this type of case provide genuine counterexamples to the thesis that if an action that takes place is a physical happening, that physical happening is what takes place, whatever the agent thinks?

Someone may want to say: These are not genuine counterexamples, because e.g. the making of a contract is not a physical fact but, say, a legal fact. And it is only for a physical fact that it holds that if it comes about, it comes about whatever the agent thinks. He might add that it will no doubt turn out to be some peculiarity of such things as legal facts that accounts for the difficulty we were considering. Here perhaps his thought is that 'legal' implies 'conventional' or 'somehow fictitious' and hence that here there cannot be anything that needs the serious attention of a philosopher who is interested in existence.

Now it is on the face of it absurd to say that 'A and B got married', 'A gave B to C', 'A swore an oath', and similar propositions, are not reports of physical facts, of physical (historical) events, things that have taken place in the overt, public history of the world. Nevertheless there is a deep inclination to say that in some sense it is true. We shall not get anywhere by simply pointing to the absurdity. But we might say: 'All right: but in saying this you are shewing part of what you mean by the expression "physical fact." A physical fact for you is one for which at least this holds: what a party to it thinks is indifferent. Thus when you say that these things are not physical facts, you are saying nothing substantial, but helping to fix the meaning of a term.'

The accusation of absurdity could be met by a reformulation: "A and B made a contract" is indeed the description of a physical event, but it is not a physical description of it, not a description in purely physical terms. And' — we might go on — 'has not this already been conceded? For it

was said that a set of conditions may hold, which are adequate for it to be true that a marriage is taking place except for this one point: that one of the parties does not think that what they are doing is getting married. Since it has been conceded that this marriage may fail to take place just because something is not thought, it is clear that "A marriage has taken place" is a report in other than purely physical terms.'

But the same point holds for "description in purely physical terms" as I suggested for "physical event": a description is defined as not being in purely physical terms by the fact that its holding is dependent on what is thought by the parties to the fact. Thus the physical is being partly defined negatively in terms of thought, and the statement that the making of a contract is not a merely physical fact is not a substantive inference from a contract's being made only if the parties think they are making a contract: it is a vaguer statement of that point.

What is true is that there are great areas of knowledge whose topics qualify to be called 'physical' so far as this negative definition goes. The natural scientist is not concerned with facts which are formally dependent on human thought of them.

Let us now return to the first question: how is this possible? We have seen that it must be possible, that it must make sense to say that there are events such that their occurrence is formally dependent on the thought that they occur; but we have not seen how this is so.

We have the following situation about a type of concept. Let 'M' be a concept of such a type. Then a) M-ings are events 'in the world', 'exterior' events: by this I mean that they are not just events in someone's soul. b) When an M-ing takes place, someone, say A, M's. c) If an M-ing takes place, in that A M's, it is an essential constituent of the M-ing that A thinks (believes) he is M-ing. Our problem

was: what then is M-ing? For the explanation of it brings it in again as an unexplained term.

If a bottle is only a certain sort of bottle if it has a picture of itself on it, this seems to imply an infinite series of pictures and so A's thought that he is M-ing to involve an infinite series of thoughts. But that need not trouble us, if we say that to think something is also to think that you think it.

Our trouble lay in the impossibility of explaining the *content* of the thought, and in the consequent impossibility of saying what it is for an M-ing to take place, not in any implication that the content of the thought must in a way be conceived to be repeated *ad infinitum*. For about that we can say: All right, and what of it? 'A thinks that . . .' does not mean that A actively performs a certain manoeuvre, so that he is in for performing an infinity of such manoeuvres if he performs one; in that sense, admittedly, he does not also think that he thinks, if he thinks. That is to say, if a certain thought *occurs* to him, it may or may not happen that another thought, namely the thought that the first thought occurs to him, also occurs to him; but we were not concerned with a thought occurring to someone, but with what he believes. So this was not our difficulty, though it is as well to mention it so as to put it aside.

But what is an M-ing if an M-ing is a state of affairs of which an essential constituent is the thought that it is an M-ing? To take a particular case, *what* is the making of a contract? This was Hume's first problem —he had two—lying behind his second one, which was: how is the *obligation* created? The first problem is not a problem about obligation; it exists for the concept prior to the generated obligation.

If the mistress of a man's passion is the mistress of his passion only because he loves her, there is no problem, because we can ask 'Whom does he love, thereby making her the mistress of his passion?' and the answer mentions

someone who exists whether or not she is the mistress of his passion, or if she does not he is in a state of illusion. But suppose there were such a thing as someone's having substantive existence because someone loved him. That seems impossible. Whom did the lover love, if he was not in a state of illusion? Something that characterises an object as loved cannot be essential to its substantive description. Let us say that a state of affairs preceded by a description of it as an M given in a certain ceremonial manner is an M. The question arises: is there a description of states of affairs M not as Ms? Of course an object can be looked for, or its existence desired, before it exists, but if it then comes into existence, that which does come into existence must surely have a description independent of its being looked for, or desired to exist. And does not the same hold for thought as for love, desire or search? Even if my thinking can be a part cause of something's coming to be—which is often the case, since I bring things about by planning them and then carrying out the plan—all the same the thinking is only an efficient cause: the substantive fact that is caused partly by my thinking—assuming that what I plan is not itself a thought or set of thoughts, e. g. a calculation—can be described without mentioning what I think.

This, however, is precisely the thesis whose universality our counterexamples disprove. Making a contract is something that takes place only if it is thought by the parties that a contract is being made. A man may, indeed, not know in detail what the contract is, but if he could shew that he was under the impression that he was e.g. signing a quite different kind of document, such as a petition to the Queen, then he could claim not have made the contract. More than this, a contract is made only if the parties intend to make a contract. For suppose someone in his ignorance thought that a contract could be made between him and another purely by some action on someone else's part, even though he himself should try with all his might to prevent the action

and should never give his consent to the contract or empower the other to make a contract for him. Then he could think that a contract was being made, and the circumstances could be adequate for a contract to be made but for this one point, that he did not consent and had not previously empowered that other to act for him. Thus the thought, on the part of both supposedly contracting parties, that a contract is being made by a procedure (which does take place and) which could be a procedure of making a contract, does not secure that a contract is made. The will to make a contract must be present in some form on the part of those between whom a contract is made. Thus e.g. a marriage is not a contract between husband and wife if it a contract between, say, husband and wife's, father, such that once this contract has been made, the couple are married. In this case, of course, the girl might be married without having any idea of the fact. It looks as if the condition that the person who is getting married must think that he is getting married, and the similar condition for all the concepts M which we have considered, were based on the necessity for such things to be voluntary to a higher or a lesser degree.

But what is a contract, or again, an undertaking? It is a sign whose meaning is a contract or undertaking, voluntarily given as such: We are back with our old problem. Let us try a new task.

The contract contains a description of future proceedings; if the description does not turn out true, the contract or undertaking has not been kept or at least not implemented. But this description is accompanied by a sign or given in a form or manner which is what makes the whole a contract or undertaking and not, say, merely an expression of intention. What is the meaning of the sign, supposing there is one? As Hume saw, it does not express an act of mind; we may hold — as I in fact do — that not even 'I intend' does that in Hume's sense; but for 'I intend' it was more plausible to say it did; for the sign of an undertaking

or contract it is hopelessly implausible. Now, let us imagine the *sign* of undertaking rather different from what we are used to. Let it be the practice to have descriptions of the future sung in a certain monotone, or written in green ink when they are undertaking, and let this practice **not** be founded on an agreement — which would presuppose that some expression for undertakings already existed — but be the expression for undertakings independent of any formulated agreement. In what will it consist, that that monotone or that colour of ink signify undertaking? Or again: what will have given ‘you intoned it!’ ‘you green inked it!’ the force of ‘you undertook . . .’

This is Hume’s problem. For the answer is: when something is written in green ink, the man who wrote it is liable to be more restricted in what is (in *some* sense of ‘possible’) *possible* for him than he was before. That is to say, writing it in green ink tends to produce some degree of or some kind of, necessity to do something which there was perhaps no necessity for him to do before.

We must enquire into this sort of necessity and its correlative possibility. For this sort of necessity will be, or be connected with, the necessity which is usually called obligation.

The first thing we notice about this sort of necessity is that ‘Necessarily p’ does not imply ‘p’. Does it then imply ‘Either p or q’ where ‘q’ expresses some sort of undesirable consequences? We might put Hume’s view in that way: The man must do as he said *on pain of* never being trusted again. This does not seem adequate, as in many cases all one incurs is the *danger*— perhaps a fairly remote danger— of never beings trusted again.

Aristotle in his dictionary says that in one sense of ‘necessary’ the necessary is that without which good cannot be or come to be. (Of course the ‘cannot’ in that sentence, as he later indicates, is not the negation of the possibility that is correlative with this sense of ‘necessary’, but of the

possibility that is correlative with absolute or 'simple' necessity; for *this* it does hold that 'necessarily p' implies 'p'.) He is evidently right. Cf. 'Is your journey really necessary?'

Shall we say, then, that when a man gives an undertaking he typically tends to restrict his (absolute) possibility of acting well, and so he typically tends to impose a (derivative) necessity on himself? Hume's problems will then assume the form: how can a sign *signify* such a restriction, just by being given, and how can one so use a mere sign to restrict one's possibility of acting well? We might be inclined to answer the latter: because it is bad to act unjustly, and breaking a contract that it was all right to make *is* acting unjustly. But that is not open to us when we are trying to explain what a contract is.

Certainly I cannot, just as I please, restrict my possibilities of good action by, say, inventing a sign 'Bump!' and saying that the import of this is that when I attach it to a statement concerning my future actions it restricts my possibilities of acting well, thus: 'Bump! I shall stand on my head! Now what I have done tends to bring it about that I do ill if I don't stand on my head, whereas without this it was quite open to me to stand on my head or not, without doing ill *qua* not standing on my head.'

For one thing, an undertaking must be made to someone else. But even that is not enough. For if I go to someone and say 'I undertake to stand on my head' and he replies: 'But I don't want you to stand on your head', then I have not undertaken anything. An undertaking must be received by someone else and in someone's interest. The person who receives the undertaking and the person in whose interest it is made need not be the same; when they are not the same, the interest of the one must be a care of the other, whether by position or desire. It should also be said that 'being in someone's interest', here *includes* 'being in accord with his desire'. Further, when the one who receives the undertaking is other than the one in whose interest it is made, then the

one in whose interest it is made can be the one who gives the undertaking; otherwise not.

I should perhaps say here that I don't take an enormously strenuous view of the obligation created by the mere fact of having given an undertaking to do something. There are many cases of undertakings from the obligation of which a mere small degree of inconvenience exempts us. Sir W. D. Ross, when Pickard-Cambridge made some such point, replied that on receiving a promise people would want to know whether it was a Pickard-Cambridge sort of promise or the real sort! But I should say that people who are not maniacs know well enough, and that solemn commitments are comparative rarities, though they tend to be prominent when they occur.

Thus I say, not that giving an undertaking imposes a necessity, but that it *tends* to impose a necessity in that it *tends* to restrict the giver's possibilities of acting well. Further, this is not universal but only typical. For there is no doubt that I have given an undertaking if I have given an undertaking to do something wicked, or to do something not compossible with a prior strong contract; there is no doubt that two people can contract together to perform some evil action. But these undertakings or contracts impose no necessity to do the thing. (That does not mean that they can't be invoked at all: they can be invoked in demanding the return of money paid for an evil deed that was then not done.)

With so much ground cleared, we can come back to our main question. How can a sign, attached to a description of a future that is in someone's interest, tend to restrict my possibilities of doing well? The fact no longer seems so very paradoxical, when expressed in this form; but notice that the heart of the difficulty is still there. For the restriction is created, if it is created, purely by my voluntary giving of the sign. Suppose we say that the *meaning* of the sign is that my possibilities of doing well are restricted. But how can I

make them be restricted in any way at all simply by saying that they are?

Returning to the suggested form 'Bump! I will do so-and-so', let us ask how this could be learnt as an utterance having something of the same force as 'I promise to do so and so'. It will be characteristic that the learner is induced to say 'Bump! I will . . .' and is then told 'Now you've got to do it' and is then *made* to do the thing or reproached if he does not, and that the theme of the reproach is not merely that he did not do it after it was required of him, but that he failed to do it after saying 'Bump! I will'. He also learns to extract the utterance from others in connexion with what he wants them to do and to use their having made it as a weapon in making them do what they have said they would, and as a ground of reproach if they do not. The one thing that gives 'Bump' the significance of a promise is that the receiver *wants* the thing to be done.

What I have sketched here is what Wittgenstein usefully and intelligibly called a 'language-game', and we may say that it is a fact of nature that human beings very readily take to it. We can see at once that one whose 'Bump' has been received *has* created *a* restriction for himself: namely on his possibilities of acting without danger of getting reproached, and pressed to act; and since it is inglorious to be reproached and annoying to be pressed, we can see that he has created for himself a reason for doing what he 'bumped' to do, when there is any danger of detection if he does not. But this is not yet to say that he has created a restriction either on his possibilities of doing well (as opposed to *faring* well) or on his possibilities of acting without *deserving* reproach. For the content of the reproach is simply 'you did not do what you bumped to do' and nothing has yet been said to shew why this is a reproach he needs take account of beyond the inconvenience attendant on incurring it. To shew, that is, why this is a reproach of any more significance than 'You eat your peas with your knife'. One

may 'go along with' such a reproach to a high degree— 'mitschwinger' as Wittgenstein called it — in both cases, because of one's training, so as to take account of one's 'bumps' when no one knows whether one does or not, or avoid eating peas with a knife in all circumstances. — But why not break the spell?

It is at this point that the utility of the imagined procedure comes into consideration. Nevertheless let us note that our first problem has been solved with the description of the 'language-game'. For it is clear that what you do is not a move in a game unless the game is being played and you are one of the players, acting as such in making the move. That involves that you are acquainted with the game and have an appropriate background, and also appropriate *expectations* and *calculations* in connexion with e.g. moving this piece from point A to point B. To have these is to think you are playing the game. That is to say, when we put our problem: 'If to M includes thinking you are M-ing, what can M-ing be? for the account of it will include mention of it as the content of a thought and so no account of it can be given' we made a mistake in supposing that the explanation of the thought of M-ing must include an *account* (of M-ing) as something *contained* in the thought. Let 'M' be marrying. If someone seriously thought he was only rehearsing, he would not afterwards *act* as if he thought he was married: if he did so, his plea that he 'thought it was only a rehearsal' would not be heard.

We also have some light on the concept of an 'exterior' event or action. Hitherto we have said 'it is not something that *just* goes on in the soul'. Now we may say: When an event, or action, is exterior, then there is always *something* that happens, whose happening is not disproved by any evidence as to the thoughts of the people involved. Perhaps they did not get married, but they went through *certain* movements and uttered *certain* sounds; perhaps he did not *say* anything, but word-like noises did come out of his mouth. And so on.

Thus we can understand how there can be concepts M such that thinking you are M-ing is an essential constituent of M-ing, and also how the mere voluntary giving of a sign can restrict one in one's possibilities of acting without incurring reproach; and it remains to see how you are not merely running the danger of, but deserving reproach, if you do not do what you undertook, and how the restriction on the possibilities of acting *well* can arise from giving an undertaking.

It is at this point that I cease to use the notion of a language-game, since I should find further application of it useless and unintelligible. Unintelligible, because I can see no procedure to describe as a language-game, other than that of using the language of 'desert', of 'keeping' and 'breaking' your 'word', of 'justice' and 'injustice' in the contexts where someone has e.g. attached a certain sign to a statement that he will do so-and-so. Unless, indeed, all we mean by saying that a language-game is played is that the things we are discussing are said. But in that case the notion is useless; a mere superfluous bit of jargon.

I said that the utility of the kind of procedure I imagined comes in at the point where the question of desert and of the restriction on the possibility of acting well arises. Let us now go into this.

What ways are there of getting human beings to do things? You can make a man fall over by pushing him; you cannot usefully make his hand write a letter or mix concrete by pushing; for in general if you have to push his hand in the right way, you might as well not use him at all. You can order him to do what you want, and if you have authority he will perhaps obey you. Again if you have power to hurt him or help him according as he disregards or obeys your orders, or if he loves you so as to accord with your requests, you have a way of getting him to do things. However, few people have authority over everyone they need to get to do things, and few people either have power to hurt or help

others without damage to themselves or command affection from others to such an extent as to be able to get them to do the things they need others to do. Those who have extensive authority and power cannot exercise it to get all the other people to do the things that meet their mutual requirements. So though physical force seems a more certain way of producing desired physical results than any other, and authority and power to hurt or help and sometimes affection too, more potent than the feeble procedure of such a language-game as the one with 'Bump!' that I described, yet in default of the possibility or utility of exerting physical force, and of the possibility of exercising authority or power to hurt and help, or of commanding affection, this feeble means is at least *a* means of getting people to do things. Now getting one another to do things without the application of physical force is a necessity for human life, and that far beyond what could be secured by those other means.

Thus such a procedure as that language-game is an instrument whose use is part and parcel of an enormous amount of human activity and hence of human good; of the supplying both of human needs and of human wants so far as the satisfactions of these are compossible. It is scarcely possible to live in a society without encountering it and even actually being involved in it. Then not to 'go along with it', in the sense of accepting the necessity expressed by 'Now you've got to . . .' after one has given the sign, will tend to hamper the attainment of the advantages that the procedure serves. It may be asked: 'But what is this necessity?' The answer is given only by describing the procedure, the language-game, which as far as concerns the 'necessity' *expressed in it* does not differ from this one: 'I say "ping" and you have to say "pong"'. 'You have to' has of course other uses, typically by someone powerful or authoritative who can make you do something. But if told 'you have to say pong when I say ping', there is clearly no answer to 'Why do I have to?' and so also initially with the language-

game: 'you have to do it if you say Bump! I'll do it'. But if the procedure has the role of an instrument in people's attainment of so many of the goods of common life, the necessity that people should both actually adopt the procedure — i.e. often give undertakings; and also go along with the procedure, i.e. tend to accept the necessity expressed in that reaction and also treat this as a *rule* — this necessity is a necessity of a quite different sort: it is the necessity that Aristotle spoke of, by which something is called necessary if without it good cannot be attained. And hence it comes about that by the voluntary giving of a sign I can restrict my possibilities of acting *well* and hence it can lead to my deserving, as well as receiving, reproach. This whole complex is, I believe, one of several roots of the idea of *justice*.

All this, it may be said, does not prove the *necessity* of acting justly in the matter of contracts; it only shews that a man will not act well — do what is good — if he does not do so. *That* necessity which is the first one to have the awful character of *obligation*, is a tabu or sacredness which is annexed to this sort of instrument of human good. It is like the sacredness of ambassadors and serves the same purpose.

Not even this, however, proves the necessity of respecting this tabu. If a man does not respect it, you may make it necessary for him to do so by the terror of the law; but that is not itself a recognition on his part. For that, there is needed the extra 'principle' as it is called, that it is necessary to act well, to do what is good, and avoid acting badly. If a man does not have this principle, then he may grant that to act unjustly is to act ill, but refuse to infer from this that it is necessary not to act unjustly. This, however does not shew that 'it is necessary not to act unjustly' needs an extra *premise* if it is to be inferred from 'to act unjustly is to act ill'. For 'necessary' here has that sense to which Aristotle draws attention, but now relates to the good of the agent not, as before, to the common good. Acting unjustly

about contracts, you must be doing ill, if acting justly about them is a principal means by which human activities are promoted and human goods attained; but perhaps you think that you can attain your own good without acting well, and even if this is not true, it is not shewn to be untrue by the considerations which shew that acting unjustly is not acting well. For this reason it is intelligible for a man to say he sees no necessity to act well in that matter, that is, no necessity for himself to take contracts seriously except as it serves his purposes. But if someone does genuinely *take* a proof that without doing X he cannot act well as a proof that he must do X, then this shews, not that he has an extra premise, but that he *has a purpose* that can be served only by acting well, as such.

An analogy to illustrate this point: a doctor can take the fact that something possible is necessary for the cure of his patients's illness as shewing straight off that he must prescribe it, without putting in the extra premise that it is necessary for him to prescribe such possible things as are necessary to cure illnesses of his patient. That is because he aims at the health of his patient. But if he aims at something else, such as knowledge, then he needs to be satisfied that it is necessary for him to prescribe what (being possible) is necessary to cure this illness, before the fact that this treatment is necessary for the cure will shew him that he must prescribe it.

Thus 'it is necessary to do what is good and avoid what is bad' is required as a premise only by someone with a purpose which can be served by acting ill. However, one constantly has such purposes. Then only a man for whom such purposes are subsidiary to a main purpose which cannot be so served will not need the principle; for him it will be nothing but a principle of inference, which is not a premise. Aristotle's conception of 'choice' is one according to which a man chooses to do only those actions which are governed by a main purpose; since he held — though surely

he was wrong — that everyone has a main end such that if he acts purposively at all he acts for that end, he tried to make this concept of choice occupy the place in the analysis of action that ought to be occupied by the concept of intention. I used to think his idea of choice a mere misconception; but the above considerations have made me change my mind. Now even if not everyone has a main purpose there is such a thing as having one. — It may be that in some sense every one wishes for happiness; but that is not enough to make it true that everyone has a main purpose. For, firstly, what people wish for they do not necessarily try to get, and secondly if one is trying to get happiness this may consist in trying to get something the possession of which one believes will be happiness, and only in having such a substantive aim can one be said to have a main purpose. Or if one can simply try to get happiness in whatever way it looks as if it might come, so that happiness can itself be called one's substantive aim, then happiness is *not* necessarily what everyone aims at. But if there is some substantive aim the attainment of which is conceived to be, and really is, happiness, and if it is such that it obviously could not be attained but only hindered by acting ill, then someone who had that aim would need no step from the proof that doing X is acting ill to the conclusion that he must not do X. For here there is no room for the question 'Granted this is acting ill, still may it not be necessary for me — i.e. be that without which I cannot attain my end?' Similarly if a man's main purpose were to *be moral*. But for other people who have no substantive main purpose, what is only a principle of inference for the man with a purpose that can't be served by acting ill appears rather as a principle in the sense of an *axiom*, the principle, that is, that it is necessary to do what is good and avoid what is bad. But this axiom is not capable of demonstration except as generally holding. That it generally holds is no surprise, since kinds of action are proved to be good or bad by their role in generally promoting or hampering people's good. It is the tight corner that presents

the theoretical difficulty, but it is just in the tight corner that the strenght of the axiom shews itself. This comes out in the deliberate shamelessness needed to say 'so what?' to the consideration that such-and-such is a bad kind of action. Rather than do that, it is common to find some way of making out that after all it is not. Now the necessity of which the axiom speaks is that necessity 'of that without which good cannot come about' to which Aristotle drew our attention. Thus a man who has a main purpose different from one for the attainment of which doing what is good and avoiding what is bad is an *essential* means will not have the principle as an axiom, nor yet of course as a principle of inference: when he employs it at all it will be because he has satisfied himself that in this case his main purpose cannot be attained without doing what is good or avoiding what is bad. Much as if the doctor whose object was knowledge satisfied himself that in this case knowledge could not be attained without trying to cure the patient. But those whose reactions shew that for them the principle operates as an *axiom* appear either to be making morality itself their substantive aim, testifying that there is a substantive good, eventhough they do not know what it is, or again do not make it their good which nevertheless is their good, and for whose attainment doing what is good and avoiding what is bad is an essential means.

RESUMEN

Muchas acciones humanas son, sin duda, acontecimientos externos, eventos físicos —existan o no otras acciones humanas que acaezcan exclusivamente en nuestra alma. Una pregunta importante para nuestra investigación —pregunta referente al primer tipo de acciones— es ¿qué relevancia puede tener para la descripción de la acción lo que el sujeto piensa (acerca de ella)? Si la acción es un acontecimiento físico, es ésto —podría sostenerse— lo que acaece, sin importar lo que piense el sujeto.

Hay sin embargo, contraejemplos. Es esencial, digamos para contraer matrimonio que quien lo contrae crea que lo está contrayendo. Pero, 1º ¿Cómo es esto posible? y 2º ¿Es este un contraejemplo genuino?

1º —Una dificultad lógica es esta: si creer que uno está contrayendo matrimonio es esencial para contraer matrimonio, la mención de tal creencia forma parte de la explicación de qué es contraer matrimonio. Pero si se admite esto, resultaría imposible explicar cuál es el contenido de la creencia del sujeto en cuestión sin explicar en qué consiste contraer matrimonio. Si ' p ' = 'A está contrayendo matrimonio' nos sentimos inclinados erróneamente a pensar que la verdad de 'A cree que p ' es un componente esencial para la verdad de ' p ' en algún sentido paradójico. La elucidación correcta de ' p ' debe ser: ' q ' (que establece otras condiciones para la verdad de ' p ') y 'A cree que q '. Las condiciones establecidas en ' q ' pueden darse, piense o no A que se dan.

La paradoja se evitaría si se admite que quien cree algo, también cree que cree tal cosa. Entonces si se da q y A cree que q , A cree que q y también que cree que q , es decir, cree que p .

Pero esto es inadmisibile. Primero, porque aún si ' $p.q = r$ ', resulta que: 'A cree que q ' y 'A cree que p ' no implican necesariamente 'A cree que r '. Segundo, tomemos, por ejemplo, el caso de un ensayo teatral en el cual una de las partes ha pasado por alto la siguiente observación: 'Se trata sólo de un ensayo', refiriéndose a la acción que enseguida se va a desarrollar. En este caso se ve que la creencia acerca de q no puede substituir la creencia acerca de p . Para tales interpretaciones de ' p ', 'A cree que p ' es un verificador, esto es, una precondition de ' p ' y no una mera consecuencia de ' p '.

2º —Podría argüirse que no se trata de contraejemplos genuinos porque, digamos, formalizar un contrato no es un hecho físico sino legal, en donde 'legal' implica quizá 'convencional', 'ficticio'. O sea,

nada que pueda atraer la atención del filósofo interesado en la existencia. Decir 'A y B contrajeron matrimonio', por ejemplo, no daría cuenta de un hecho físico.

Pero tal argumento mostraría en parte, lo que quien lo sostiene quiere significar con la expresión "hecho físico": aquello respecto de lo cual es indiferente lo que un participante crea respecto del hecho.

Podría responderse, además —reformulando "A y B han formalizado un contrato"— que ésta es por cierto la descripción de un evento físico, pero no es una descripción formulada puramente en términos físicos. Pero esto ya había sido admitido anteriormente en el ejemplo del *ensayo*. Además, vale para "descripción en términos puramente físicos" lo que se ha sugerido respecto de "evento físico": una descripción se define como no formulada exclusivamente en términos físicos en base a la circunstancia de que su aplicación depende de lo que las partes piensen acerca del hecho.

Volvamos a la primera pregunta. ¿Cómo es posible que existan eventos tales que su existencia dependa formalmente de creer que ellos acaecen? Supongamos que M es un concepto de tal tipo. Entonces, a) realizaciones-de-M (M-ings) son eventos en el mundo, eventos externos; b) cuando una realización-de-M tiene lugar, alguien, A, realiza-M (Ms); c) si una realización-de-M (an M-ing) tiene lugar (tal que A realiza-M), entonces que A crea que realiza-M es un componente esencial de *realización-de-M*. El problema original era: ¿qué es realización-de-M? La dificultad consiste en la imposibilidad de explicar el *contenido* del pensamiento y por lo tanto, lo que quiera decir que una realización-de-M tenga lugar. La dificultad no tiene que ver con la implicación de que el contenido del pensamiento deba concebirse como repetido *ad infinitum*.

Consideremos un caso concreto: ¿qué es formalizar un contrato? este fue el problema que planteó Hume (el segundo problema era: ¿cómo se crea la *obligación* contractual?).

Digamos que un estado de cosas precedido de una descripción del mismo como M —descripción formulada en términos ceremoniales— es un M. La pregunta que surge es: ¿Existe una descripción de un estado de cosas M que no sea en términos de *realiza-M* (Ms)? Puedo, por supuesto, desear la existencia de un objeto inexistente, pero si llega a existir su descripción debe ser independiente de mi deseo de que exista. Aunque mi deseo forme parte de la circunstancia de que llegue a tener existencia, tal deseo es sólo una causa eficiente. Ésta es, sin embargo, la tesis cuya universalidad es puesta en tela de juicio por los contraejemplos dados. Un contrato se formaliza sólo si las partes creen que están formalizando un contrato.

Pero, ¿qué es un contrato?; ¿es acaso una firma voluntariamente dada cuyo significado es un contrato? ¿Qué es el significado de una firma, suponiendo que tenga alguno? No expresa —como entrevió Hume— un acto mental. Tampoco expresa ‘Tengo la intención’.

Supongamos, entre otras hipótesis, que es una práctica corriente —y admitamos que ésta no ha surgido de un acuerdo previamente formulado— escribir los contratos con tinta verde. ¿Qué es lo que dará a ‘usted lo escribió con tinta verde’ la fuerza de ‘usted contrató’? Este es el problema de Hume. Porque de escribir algo con tinta verde surge en alguna medida una necesidad, o algún tipo de necesidad, de hacer algo que no era necesario hacer antes de escribir de tal manera.

Debemos preguntarnos por este tipo de necesidad y por su correlativa posibilidad. Porque este tipo de necesidad será conectada, o es conectada, con la necesidad que usualmente se denomina obligación.

En primer lugar, debe advertirse que para este tipo de necesidad ‘necesariamente p ’ no implica ‘ p ’. ¿Implica entonces ‘ $O p$ o q ’ (donde ‘ q ’ expresa algún tipo de circunstancia indeseable)? El problema de Hume se podría expresar así: la persona debe hacer lo que dijo que haría *bajo pena* de no ser creído en el futuro. Aunque esto no es adecuado, pues en muchos casos sólo hay el *peligro* de que ello ocurra.

Aristóteles dice que en un sentido de ‘necesario’, lo necesario es aquello sin lo cual el bien no puede llegar a ser. ¿Diremos pues que quien contrata tiende a restringir su posibilidad (absoluta) a actuar bien y por lo tanto a imponer una necesidad (derivativa) sobre sí mismo? El problema de Hume asume, entre otras, esta forma: ¿Cómo puede uno usar una firma de modo tal que restrinja su propia posibilidad de actuar bien? La respuesta podría ser: porque es malo actuar injustamente, y no cumplir un contrato es actuar injustamente. Pero esta respuesta no es relevante cuando estamos tratando de explicar qué es un contrato.

Por cierto que no puedo, simplemente porque se me ocurra, restringir mis posibilidades de actuar bien, inventando digamos, un signo ‘¡Bump!’ tal que cuando lo diga me pondré de cabeza abajo, de modo que haré algo malo si no realizo tal cosa. Y no puedo hacerlo, porque un compromiso debe hacerse a otra persona y debe ser aceptado por ella y debe ser en su propio interés. Aunque no es necesario que quien lo acepta y quien se beneficie sea la misma persona.

No diré, pues, que comprometerse impone una necesidad, sino que *tiende* a imponerla, en tanto que *tiende* a restringir las posibili-

dades de actuar bien. Este es un rasgo típico, aunque no universal: dos personas pueden hacer un contrato para efectuar algo dañino. Aunque este tipo de contrato no impone la necesidad de hacer lo convenido.

¿Cómo puede una firma restringir las posibilidades de actuar bien? Todavía está latente la dificultad. Porque la restricción se crea —si tal es el caso— sólo si se firma voluntariamente. Si decimos que el signo *significa* que mis posibilidades de actuar bien están restringidas ¿cómo puedo restringirlas diciendo, simplemente, que lo están?

¿Cómo podría llegar alguien a aprender que ‘¡Bump! Haré...’ tiene la misma fuerza que ‘Prometo tal y tal cosa’? Induciéndolo a decir ‘¡Bump! Haré...’ y luego diciéndole ‘Ahora tienes que hacerlo’, llevándolo a realizar la acción y reprochándole si no lo hace. Lo que da a ‘Bump’ el significado de una promesa es que quien la recibe *desea* que la acción se realice.

Este ‘juego lingüístico’ —en términos de Wittgenstein— muestra por qué quien dice ‘Bump’ *ha* creado para sí mismo una restricción. Pero ésto no equivale a decir que ha creado una restricción sobre sus posibilidades de actuar bien o de actuar *sin merecer* reproches. Lo que resuelve este juego lingüístico es nuestro primer problema: si hacer M incluye pensar que alguien está realizando-M, ¿qué puede ser *realización-de-M*? Supongamos que “M” es contraer matrimonio. Si alguien seriamente cree que está ensayando la ceremonia no podría después actuar como si estuviera efectivamente casado. Si lo hiciera, su excusa ‘Creía que sólo era un ensayo’ no podría ser tomada como tal.

Hasta ahora dijimos que un evento o acción externo ‘no es algo que sólo tiene lugar en el alma’. Ahora decimos: cuando un evento o acción es externo entonces sucede *algo* cuyo acaecimiento no se desvirtúa por los elementos probatorios relativos a los pensamientos de las personas que intervienen en él.

En este punto debemos dejar el juego lingüístico porque resulta inútil e ininteligible.

¿Qué medios existen para lograr que los seres humanos hagan algo? Empujarlos, ordenarles alguna cosa, lastimarlos, etc. Pero lograr que alguien haga algo sin ejercitar fuerza física es algo necesario para la vida humana, sin perjuicio de la existencia de otros medios (fuerza física, autoridad, afecto).

Un procedimiento como el de nuestro juego lingüístico es un instrumento cuyo uso cubre un gran ámbito de la actividad humana y en consecuencia del bien del hombre.

Practicar el juego —en el sentido de aceptar la necesidad expre-

sada por 'Ahora tienes que|..' después de haberlo formalizado— impediría lograr las ventajas que el procedimiento proporciona. Y es difícil vivir en sociedad sin encontrarlo y, aún sin practicarlo.

Puede preguntarse, '¿pero qué es esa necesidad?' Y la respuesta consiste únicamente en describir el juego lingüístico que, en cuanto a la "necesidad" expresada en él, no difiere de este otro: 'Yo digo "ping" y tú tienes que decir "pong"'.

Pero la necesidad de que se deba adoptar el procedimiento es de un tipo diferente. Es la necesidad de la que habla Aristóteles: algo es necesario si sin ello no pudiera obtenerse el bien. Y así resulta que al firmar voluntariamente puedo limitar mis posibilidades de actuar *bien* y, en consecuencia, ésto me puede llevar tanto a que merezca como a que reciba reproches. En este complejo subyace una de las raíces de la idea de *justicia*.

Podría argumentarse que esto no prueba la *necesidad* de actuar con *justicia* en materia de contratos. Sólo muestra que una persona no actuará bien o que no hará lo que es bueno hacer si no actúa de la manera adecuada. Es necesario un 'principio' extra: que es necesario actuar bien, hacer lo bueno y evitar hacer lo malo.

Esto es verdad. Pero no muestra que 'es necesario no actuar injustamente' requiere una premisa extra para poder ser inferido de 'actuar injustamente es actuar mal'. Porque 'necesario' tiene ahí el sentido indicado por Aristóteles. 'Es necesario hacer el bien y evitar lo que es malo' es requerido como premisa sólo por quien tiene un propósito que puede ser logrado actuando bien.

Ahora bien, aun cuando no todas las personas tengan un propósito fundamental, es el caso que sí tienen un propósito. La necesidad a la que se refiere el axioma es esa necesidad 'sin la cual el bien no podría producirse', acerca de la cual llamó la atención Aristóteles. De tal modo, quien tiene un propósito principal (central) —diferente de este otro propósito para cuyo logro hacer el bien y evitar lo que es malo es un medio *esencial*—, no tendrá tal principio como máxima, ni tampoco como principio de inferencia. Cuando apela al principio es porque está convencido de que no puede alcanzar su propósito principal sin hacer el bien y sin evitar lo que es malo.