

Loyalty Oaths in Finland

Matti Wiberg, University of Turku

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Introduction

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My analysis runs as follows. First, I shall define loyalty oaths as a certain type of promise. Then I shall give an analysis of promises in general. The question 'Do we have to keep our promises?' will be examined in this connection. After this, I shall consider some differences between standard case promises and loyalty oaths. I shall then state the relation between loyalty oaths and civil liberty. Thereafter follows a brief presentation of the politically most relevant loyalty oaths in Finland: it will be asked whether they can be considered to have any moral force and whether these loyalty oaths are morally binding. I shall end my paper with a few hints on the practical consequences of this sort of an analysis.

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When I ask whether a loyalty oath can have a moral force, I am interested to know if a loyalty oath can create any *political obligation*.

The notion of political obligation is a cluster concept. For the present purposes it is enough to characterize only some of its main features. Political obligation is the moral bond which ties an individual to one particular political community or set of political institutions in a special way (Simmons 1981, 155). Political obligation is a moral obligation to obey the commands of the political authorities of one's own country of residence. This is by no means a sufficient definition of what political obligation strictly speaking means, but for the present purposes this rough characterization is enough.

There are, of course, other obligations than the moral ones. We can, for instance, speak of a legal obligation to obey the law. These a- or non-moral obligations do not concern me in this paper at all. I take it for granted that as citizens we have legal obligations to obey the law — what I am interested in is whether we can speak of a moral obligation created by an oath or solemn declaration to obey the law, or more generally, to obey the commands of the political authorities of our own country.

There are totally 19 loyalty oaths mentioned in the Finnish Law Collection. The politically most relevant oaths and solemn declarations are the following four:

- (1) The oath for civil servants in Finland
- (2) The oath of allegiance and loyalty
- (3) The soldier's oath
- (4) The solemn declaration by conscripts exempted from military service.

I use these oaths and solemn declarations as examples in section 7.

Promises

Loyalty oaths are certain type of promise. In order to get a firm grasp of the possible moral force of oaths, let us start with some remarks concerning promises and promising in general. This is justifiable since by starting with a general concept of a promise and promising it is possible to develop an understanding of oaths in a fruitful way.

What are promises? A promise is a deliberate undertaking of an obligation to perform certain acts (or omissions). Promising can be divided into two different categories: explicit promising and tacit promising. Note that we have many alternative ways of explicit promising. Consider the following two examples (Ruben 1972, 72): (1) If I am asked if I promise to meet some at such-and-such a time, and if I nod my head up and down, then what I have done is to promise (not tacitly promise) by a nod of the head rather than by the utterance of a certain linguistic expression.

(2) Someone might say, quite arbitrarily, 'All who promise to do this action, stamp their feet and whistle 'Dixie'! Anyone in the circumstances who does stamp his feet and whistle 'Dixie' has promised (not tacitly promised) by an alternative method, i.e. by an alternative to the conventional, linguistic act.

I shall not deal with tacit promising in this paper at all.

As linguistic utterances, promises have two aspects, which can be called *sentence radicals* and *force indicators*. Sentence radicals express propositions, and are understood in terms of truth-values; for any given possible world, the sentence radical is assigned to one of two classes, the true class or the false class. Force indicators complete the meaning of the utterance, for an utterance containing a force indicator of a given physical type will be treated in some given way with respect to the propositional content given by the sentence radical (Bath 1979, 519). Promises have the two aspects of sentence radical and force indicator. The sentence radical predicates some future act \emptyset of the speaker, and the force indicator of promising is understood in terms of some sophisticated version of the following rough convention: if the speaker, A, does not subsequently \emptyset , then given the satisfaction of a set of conditions, the person to whom the promise is made may claim compensation from A for damages suffered due to reliance of A's \emptyset ing. (Bath 1979, 521).

The mere utterance of an expression 'I promise to \emptyset ' is not necessarily a promise — a suitable setting is needed — and even when it is, it does not necessarily generate an obligation to perform it. Promises are, or they contain descriptions of, possible future states of affairs. They are made true by performance. The promise contains a future-tense description which the giver then makes come true — or he breaks the promise (Anscombe 1978, 320). What are the necessary and sufficient conditions for promising? When can we say that a promise is given or received? What conditions must be fulfilled in order to make a promise in some moral sense binding?

Searle on Promising

Perhaps the best-known analysis of promises and promising has been made by the philosopher John Searle. I shall summarize the main points of his (1970, 54-71; 1971, 39-53) account as follows.

Given that a speaker S utters a sentence (or: a set of sentences) T in the presence of a hearer H, then in the literal utterance of T, S sincerely and non-defectively promises that p to H if and only if the following conditions (1)-(9) obtain:

(1) *Normal input and output conditions obtain*

Here 'output' covers the conditions for intelligible speaking and 'input' covers

the conditions of understanding. These conditions cover the range of conditions under which any kind of serious linguistic communication is possible. Searle mentions a few conditions, but here I shall take up just one, which is of crucial importance for the present purposes, viz. that *the speaker is not acting under duress or threats*.

(2) *S expresses that p in the utterance of T*

This condition simply isolates the propositional content from the rest of the speech act.

(3) *In expressing that p, S predicates a future act Ø of S*

In a promise an act must be predicated of the speaker and it cannot be a past act. (I cannot promise to have done something, and I cannot promise that someone else will do something). Let the notion of an 'act' be wide: let it include refraining from acts, performing series of acts, let it also include states and conditions: I may promise not to do something, I may promise to do something repeatedly, and I may promise to be or remain in a certain state or condition.

(4) *H would prefer S's doing Ø to his not doing Ø, and S believes H would prefer his doing Ø to his not doing Ø*

By this condition we can distinguish promises from threats. Indeed, a threat may be defined as an unwelcome promise, as Grant (1949, 362) puts it independently of Searle (cf. also Peetz 1977).

(5) *It is not obvious to both S and H that S will do Ø in the normal course of events*

This condition is here to guarantee that the act of promising does have a point: it is out of order to promise to do something that obviously would be done anyhow.

(6) *S intends to do Ø*

The most important distinction between sincere and insincere promises is that in the case of sincere promise the speaker intends to do the act promised, in the case of insincere promise he does not intend to do the act.

(7) *S intends that the utterance of T will place him under an obligation to do Ø*

(8) *S intends that the utterance of T will produce in H a belief that conditions (6) and (7) obtain by means of the recognition of the intention to produce that belief, and he intends this recognition to be achieved by means of the recognition of the sentence as one conventionally used to produce such beliefs*

(9) *The semantical rules of the dialect spoken by S and H are such that T is correctly and sincerely uttered if and only if conditions (1)-(8) obtain*

Are there maybe some additional necessary conditions to be mentioned? There is, I think, at least one condition that must still be mentioned: *The condition of capacity*. We can promise only such things that we can perform, or more generally stated:

It is possible to promise only such things that are possible of fulfillment or realization.

This condition is, of course, presupposed in Searle's account, but it is worth an explicit mention.

Do We Have to Keep Our Promises?

What does it mean to keep a promise? When can we say that a promise is kept? There are a few points worth noting here.

One can say that in order for an act \emptyset , performed by an agent A, to be correctly said to be keeping of a promise by A, it is necessary that

- (1) prior to doing \emptyset , A has made a promise to do X
- (2) A believes that to do \emptyset is to do X
- (3) to do \emptyset is to do X (i.e. A's belief is justified).

(Jones) 1966, 291-2). I think that one must still add a fourth condition:

- (4) A does \emptyset , *because* he promised to do X

This additional condition is justified since we must somehow state that promise-keeping presupposes that we fulfill the thing we promised because we promised, not for some another reason. A's promise is here a sufficient reason for doing \emptyset .

Do we have to keep our promises? First we must state the problem properly by making a few important distinctions. Generally we must distinguish the following propositions from each other:

- (1) A ought to do \emptyset
- (2) A has an obligation to do \emptyset
- (3) A has a duty to do \emptyset
- (4) It is right that A does \emptyset

There is no pair of propositions in (1) to (4) to be treated as synonyms. (1) is in a sense a 'final judgement'. It is an 'all things considered' statement. It is not a valid inference to deduce (1) from (2). Note that (2) can be overruled by some considerations, but in (1) all such possibilities are already considered. (2) could be characterised as a *prima facie* statement of some sort. The difference between (1) and (3) is roughly the following: first, duties are not met once and for all. Second, there are no duties not to do certain sorts of actions

(Mish'alani 1969, 33-5). There is absolutely nothing odd in claiming — in some situations — that (2), but still not (4). It may also happen that (4), but still not (2). It is not in any sense necessary that we should fulfill all our obligations. And something can surely be right to do even if there does not exist any corresponding obligation to do it. With these elementary distinctions in mind, let us now continue by putting the question of what it really means to ask whether we have to keep our promises. Ought we to keep our promises, or do we require something less when we say that promises should be kept? From all the possibilities I shall select the one that requires less than any other possibility. I shall ask: do we have an *obligation* to keep our promises?

One possible answer is in the affirmative. Some people reason roughly as follows: 'Yes, of course, we really do have an obligation to keep our promises, that is after all what promises are about. It would be absurd to claim that we could give promises, that we would not have an obligation to fulfill? This common view is *not* justified.

One of the main problems with this view is that it does not take into account any distinction between promises that are morally justified and those that are not. I think that we do not have an obligation to fulfill our immoral (or anti-moral) promises. It would probably be true to claim that we have an obligation *not* to fulfill our immoral (in a sense forbidden) promises. But note that from this last reservation it does not follow that we do not have an obligation to fulfill our promises (in general). There is absolutely nothing odd in claiming that there can be one obligation that requires us to do \emptyset and at the same time another obligation that requires us not to do \emptyset . We can surely have conflicting obligations. There is absolutely nothing odd as such in that. It is a totally different problem as to which obligation we then should actually fulfill, in short: what we really ought to do.

Samuel Stoljar has made some interesting remarks on the practice of promise-keeping. The following points are his (Stoljar 1980, 125-31). Since in promising all the promisor does is to make certain verbal noises, how can this fact render him bound to perform what he promised? It cannot be that he merely performs his promise because this is wise or useful, because he does not wish to run the risk of never being trusted again; these reasons offer merely prudential, not really moral, considerations. Nor can it be that our sense of obligation lies in, or at any rate presupposes, a prior general agreement among men to keep promises: first, because such an agreement would in turn require a prior agreement supplying the reason why the subsequent agreement should be kept, so leading to an infinite regress; secondly, and more basically, because to presuppose such a prior agreement is tacitly to take for granted what we are required to show; in particular, to take for granted that we are the human beings we already are, i.e. beings thinking themselves bound by an agreement.

It may be objected that one who promises to do \emptyset thereby *commits* himself

to do \emptyset . This is not a matter that can be gone into very fully here, since the concept of being committed is complicated and in some respects obscure. What can be said quite briefly is that we have to distinguish between two different propositions. There is (1) the proposition that one who promises *morally* commits himself, and (2) the proposition that one who promises *nonmorally* commits himself (McNeilly 1972, 77).

I conclude that there is no absolute obligation to keep promises. It may happen very well that one — all relevant things considered — ought not to keep his promise, that it would be wrong for him to fulfill what he promised.

Oaths and Standard Case Promises: Some Differences

There are some important differences between oaths and standard case promises sketched out above. One of the most important is that in the case of oaths no receiver (or promisee) is needed: oaths are typically promises without a promisee (cf. Peetz 1977, 580; Ardal 1979, 587). Oaths are promises we don't give to anybody in special (Fried 1981, 41-2).

This gives rise to the following problem: what is the additional element that transforms an oath to oneself into a promise to another? (Fried 1981, 42). This is a very good question, but unfortunately I don't have an answer to it.

Coerced promises are not promises in the above — sketched sense, because they do not fulfill the first condition of Searle's conditions for promising. Coerced promises are, by definition, not given voluntarily. I believe that the bulk of all possible loyalty oaths to a state are in fact coerced in some sense. This is of crucial importance and I shall return to this point later on.

One interesting difference between oaths and promises is connected with the notion of intention. I believe that we consider loyalty oaths binding without regard to the intention that the person had who took the oath. It is somehow presupposed that there can be no difference between our words and our intentions. And I think that there is something fundamentally wrong in this view.

Loyalty Oaths and Civil Liberty

Oaths are a certain type of promise. When we take an oath or give a solemn declaration, we are supposed to restrict deliberately and voluntarily our future actions in certain ways which are implicitly or explicitly presupposed by the oath or solemn declaration. If applied to loyalty oaths, this means that by taking an oath we restrict our future actions in matters political in certain

ways. It is just in this sense that loyalty oaths have an interesting connection with civil liberty.

It is not necessary for the purposes of this paper to develop a full analysis of civil liberty, so a few remarks only will suffice.

By civil liberties I simply mean, following Dybikowski (1981, 339-41), all those rights that individuals have or should have against the state as well as any right which is or should be protected by the state. And by liberty I simply refer to the liberty of agents to act: Liberty to do \emptyset consists in the mere absence of any duty not to do that particular thing. An action right may approximately be defined as follows:

A has an action-right to do \emptyset (or to refrain from doing it) against Y if and only if it would be at least prima facie wrong for Y to restrain or otherwise interfere with A's doing of \emptyset (unless A releases Y from the duty not to interfere). (This is a slightly revised version of Dybikowski's (1981, 341) definition).

Consider the following simple table:

Is it presupposed that by taking a loyalty oath we are restricted not to do \emptyset ?	Is there / should there be a civil liberty to do \emptyset ?	
	Yes	No
	Yes	(1) (2)
	No	(3) (4)

The most interesting case is naturally case (1), i.e. the case where there is / should be a civil liberty to do a certain act \emptyset , and that particular act is actually restricted (made in a sense forbidden) by a particular loyalty oath. Now, to show that loyalty oaths can restrict our action in matters political, is to show an instance of the case (1). As an example, consider the following situation. The people of, say, Ruritania have expressed their wish to change their constitution in a very fundamental way. This is familiar to me, a citizen of Ruritania. Suppose that I had taken an oath in which I had promised to support the constitution at all times. I think that there would be nothing odd in claiming that the people of Ruritania, me included, have a civil right to change their constitution as they wish, but this could be restricted by the oath I had taken.

Loyalty Oaths in Finland

There are totally 19 loyalty oaths mentioned in the Finnish Law Collection. Most of them are of very little or no political importance. The politically most relevant oaths and solemn declarations are at the same time the probably most used. Note that all civil servants must take either the oath for civil servants

or give the solemn declaration of allegiance and loyalty. Note further that the concept of civil servants is very wide in Finland, e.g. almost all public employees are considered to be civil servants. Note also that military oaths effect practically all adult men. Let us now have a closer look upon four politically relevant oaths in Finland.

The politically most relevant items of the most interesting Finnish loyalty oaths can be summarized as follows:

1, N.N., solemnly promise:	OATH:
(1) to be obedient and loyal to the legal authorities	(1), (2), (4)
(2) to defend (...) my native country, its legal social order	(3)
(3) I want to seek and promote the public weal and the welfare of the state in every way	(1), (2), (4)
(4) I want to defend the legal authorities of the state	(1), (2), (3)
(5) If I notice or learn that something is going on to overthrow	
— the legal authorities	(1), (2), (3)
— the social order	(1), (3), (4)
— to repeal or destroy the Constitution	(1), (2), (4)
I want to	
— make this known to the authorities without delay	(3)
— reveal this and make it known without delay	(1), (2), (4)
(6) I also want	
— to be obedient and loyal to my superiors	(4)
— to fulfill the orders and commands given to me	(4)
— never to act against my duty to serve or against this declaration of mine	(3), (4)
(7) In all respects I want to behave as (...) loyal, (...), obedient (...) both in my present position and in one possibly entrusted or given to me in the future	(4)
(8) (...) I want (...) to fulfill all the duties that devolve upon me in this office now or in the future	(1), (4)

Oaths and solemn declarations:

(1) Oath for Civil Servants in Finland	26.08.1918
(2) Oath of Allegiance and Loyalty	26.08.1918
(3) Soldier's Oath	12.12.1918
(4) Solemn Declaration by Conscript Exempted From Military Service	06.07.1925

There is one interesting general feature in these four oaths. Note that by these oaths we give our full consent to *whatever* our legal authorities (as legal authorities) command. A distinction between moral and immoral command is never made. The question arises: is it really reasonable to suppose that we have an obligation to obey, say, a law without any considerations about its *content*? Nobody but a moral imbecile would really be prepared to deliver himself body and soul to this.

On the other hand there are also a few references to substantial matters in these four oaths. It is, for instance, required that we act in order to promote

the public weal. The relation between the 'formal' and 'substantial' requirements is in need of examination. Let us turn to this now.

Recall the condition of capacity (i.e. we can promise only such things we really can fulfill). Now it is surely not difficult at all to construct many realistic situations in which we can have *conflicting* obligations in the sense that we cannot fulfill both simultaneously. Just as an example, consider a case in which you have an obligation to

- (1) fulfill the orders and commands given to you by the legal authorities, and another obligation to
- (2) seek and promote the public weal and the welfare of the state.

It is not difficult to imagine situations in which the obligation to fulfill (1) and (2) are in conflict with each other and in which therefore it is not possible to fulfill both. So it seems to be the case that we can create a problem difficult of solution when two acts that are both required by an oath are in conflict with each other.

Note that the here mentioned oaths themselves do not give any advice as to what a citizen all things considered really ought to do when two acts that are both required by the same oath are in conflict — it is simply assumed that this cannot ever be the case. Note that in two oaths ((3) and (4)) we promise never to act against the oath. This is, of course, a patent absurdity. There are naturally also other cases than the last mentioned when two acts both required by the same oath are impossible to fulfill simultaneously. Note also that two oaths can stand in conflict with each other.

Can loyalty oaths create any *new* moral obligations? In principle, the answer must be in the affirmative. But it is not necessary that I create a new moral obligation for myself by an oath. Consider:

- (1) A has a moral obligation to do \emptyset at t_i .
- (2) A has a moral obligation to do \emptyset at t_i only because he took an oath at $t_{i,j}$ (and that oath requires him to do \emptyset at t_i).
- (3) A has a moral obligation to do \emptyset at t_i , because it is everyone's moral obligation to do \emptyset at T_i
- (4) A has a moral obligation to do \emptyset at t_i , because of the particular reasons a_1, \dots, a_n (of which none is an oath).

Now, trivially, if A has a moral obligation to do something because of the fact that either (3) or (4) is an adequate description of his situation, then of course no oath can create any new obligation upon him to do \emptyset at a certain time. It is of course a matter of fact which of the above alternatives is the actual case. I think that the bulk of the cases relevant to the moral force of oaths are of type (4) or of type (3). If this is true — something we do not even pretend to know — then the bulk of oaths do not create any new moral obligations whatsoever. Well, how often do we then have the case described

by (3)? Not very often, I assume. The following could probably, however, serve as an example.

Suppose that I have emigrated to, say, Ruritania and I have not taken any oaths yet. Then one day I deliberately and voluntarily promise sincerely to be a volunteer in some special field. I affirm this promise by taking 'the volunteer's oath'. The local authorities teach me how to deal with certain situations, how to be a good volunteer in that particular field. Then one day my help is needed, I am asked to help. Do I now have a moral obligation to go and help? I think that it would be true to claim that I have at least a *prima facie* obligation to go and help. Note that here we must presuppose that the teaching I received is something that is given only to those who really want to receive it, to volunteers only. One could imagine other similar situations as well, but they must be very rare.

Loyalty oaths are used *inter alia* in order to guarantee the loyalty of, say, public employees *both* in thought and deed. There is one interesting point concerning thoughts to be stated here. Consider the difference between the following propositions:

- (1) I now want that \emptyset will happen at t_i
- (2) At $t_{i,k}$ I will want that \emptyset will happen at t_i (reported now); (where t_i and $t_{i,k}$ are some future moments of time).

Can I really already today communicate my will of, say, tomorrow, next week or so? I can tell you now that next week I shall want to be kissed by my girlfriend. But note that I surely can change my mind also. And this is not something I can communicate prior to that change. From this I shall conclude that it is not necessarily possible at a certain time t_j to communicate one's will at a later time t_{j+k} , i.e. what one's will be at t_{j+k} . And if this is true, then there is something very odd with oaths since in standard case oaths we really do promise something about our future will (Bracken 1978). One could perhaps claim that all oaths presupposing that we promise something about our future will are void, because we do not have the capacity to promise such things.

Perhaps the most interesting condition of Searle's is the first, which states that a promise must be given voluntarily, that the promisor is not acting under duress or threats. What conditions must hold in order to guarantee that the oath is taken voluntarily, i.e. not because of some threats? At least the following minimal conditions could be mentioned:

- (1) It must be a voluntarily matter to take an oath. There must exist a genuine *alternative* to the oath. It must be possible in practice to refrain from taking the oath in question.
- (2) The means acceptable for indicating 'dissent' must be reasonable.
- (3) The means acceptable for indicating 'dissent' must be reasonably early performed.

(4) The consequences of 'dissent' cannot be extremely detrimental to the potential promisor.

Are these conditions fulfilled in Finland today? I think that it is only fair to admit that they are not. There are no alternatives to these oaths. It is of course not necessary for you to become, say, a public employee. But what about military service? Is it really reasonable to claim that one has an alternative to it? The question is rhetorical.

From all this I conclude that since the Finnish loyalty oaths mentioned here are not generally given voluntarily, they do not create any new moral obligations whatsoever. In general I think that we have a moral obligation to seek and promote the public weal, but not because of any oaths. And I think that we do not have any moral obligations to obey all the commands of our political and legal authorities.

Condition number five (that it is not obvious that the promisor would do the promised act in the normal course of events) in Searle's account is of some importance. It seems to be quite obvious that people generally obey their legal and political authorities even if they have not taken any loyalty oaths. So, in a sense loyalty oaths are without a point. The general ignorance of these oaths is also a case in favor of this interpretation.

Conclusion

What are the practical conclusions of my somewhat abstract analysis? The bulk of our loyalty oaths are not taken voluntarily by autonomous moral agents, hence they do not have any moral force. One should be aware of this. It is of course true that the whole issue is of very little or of no importance when 'the political situation' (or something equivalent) defined by the political authorities 'requires all citizens to fulfill their obligations'. It is therefore important to make this sort of analysis before our political authorities think that the time has come. Then, I think, it is too late to discuss the whole issue, for the situation has become one in which we need something quite different than this sort of tool sharpening.

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