

## PROMISES, INTENTIONS AND REASONS FOR ACTION\*

### *Abstract*

Abraham Roth argues that to accept a promise is to intend the performance of the promised action. I argue that this proposal runs into trouble because it makes it hard to explain how promises provide reasons for the performance of the promised action. Then, I ask whether we might fill the gap by saying that a promisor becomes *entitled* to the reasons for which her promise is accepted. I argue this fix would implausibly shrink the class of binding promises and suggest that similar difficulties may arise for any theory that casts promises as an exercise of shared agency.

Shared agency approaches to explaining promises offer a neat explanation of when and why promissory obligations have the specific, sometimes curious, features they do; we can best explain the “quirks and qualities” of promissory obligations, they claim, by situating binding promises in a theory of shared agency.<sup>1</sup> Abraham Roth has recently argued, drawing on his own account of shared agency, that to accept another’s promise is to intend the promised action.<sup>2</sup>

I believe that extant shared agency accounts of promising struggle to explain a fundamental feature of promissory obligation: promises provide reasons for performance of the promised action. To illustrate, I will focus on Roth’s account—where I think the problem is clear and acute—and leave open implications for similar views. Roth states his central thesis as follows:

*Accepting as Intending* (AAI) | To accept another’s promise to  $\varphi$  is (among other things) to intend that they  $\varphi$  and communicate this intention to them.<sup>3</sup>

AAI emerges against the backdrop of a theory of shared agency that Roth develops elsewhere.<sup>4</sup> In the context of shared agency, he says, another participant’s intentions can settle practical questions for me in much the same way as my own. Just as I can act on my own

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<sup>1</sup> The phrase comes from Brendan de Kenessey, “Promises as Proposals in Joint Practical Deliberation,” *Noûs* 54 (2020): 204-232, at 206.

<sup>2</sup> Abraham Sesshu Roth, “Intention, Expectation, and Promissory Obligation,” *Ethics* 127 (2016): 88-115, at 88. See Nathaniel Sharadin, “Two Problems for Accepting as Intending,” *Ethics* 128 (2018): 626-41, for another discussion.

<sup>3</sup> Roth, “Intention, Expectation, and Promissory Obligation,” 88.

<sup>4</sup> Abraham Sesshu Roth, “Shared Agency and Contralateral Commitments,” *Philosophical Review* 113 (2004): 359-410; “Prediction, Authority, and Entitlement in Shared Activity” *Noûs* 48 (2014): 626-52.

intention, I can act on intentions issued for me by another person with whom I'm engaged in shared agency. Similarly, just as I owe it to myself to follow through on my prior intentions, I owe it to my partners in shared agency to follow through on theirs.<sup>5</sup>

Assimilating promises to individual intentions, Roth observes, allows us to appeal to widely accepted features of intentions to account for the noteworthy features of promises. He supplies a number of data points to support his conclusion. The most important for illustrative purposes is the *exclusionary* role of promises. Intentions are typically defined at least partly by reference to their constitutive role in settling practical questions, often for the purposes of further deliberation.<sup>6</sup> When I intend to do something, I treat the fact that I'll do it as *settled* when I consider what else I may have reason to do.<sup>7</sup>

Similarly, promissory acceptance secures *assurance*.<sup>8</sup> What's notable about assurance is that "the matter of the promisor's  $\varphi$ -ing is settled, whereas it very well may have been up in the air beforehand."<sup>9</sup> This parallel between accepting and intending—among others<sup>10</sup>—helps motivate the claim that we should think of acceptance as an intention issued for a collaborator in shared agency.

Against AAI, I will first argue that promises provide reasons for performance, whereas intentions do not. Then, I consider whether Roth can explain the crucial reason-giving role of promises by appealing to a proposal he develops elsewhere, namely, that we may become "entitled" to the reasons of our collaborator. I argue that the entitlement proposal faces serious extensional worries, and so we are still without a satisfying explanation of how AAI accounts for the reason-giving role of promises. I conclude with some remarks about the prospects for other shared agency views.<sup>11</sup>

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<sup>5</sup> One might have considerable reservations about the notion of intending the actions of another or about acting on another's intention. For the sake of argument, I will grant the cogency of this part of the framework. I am interested in the claim that this is what happens when we make, accept and keep promises.

<sup>6</sup> Michael Bratman's work emphasizes this idea. See his "Two Faces of Intention," *Philosophical Review* 93 (1984): 375–405 and *Intentions, Plans and Practical Reasons* (Cambridge: Harvard University Press, 1987).

<sup>7</sup> Roth "Intention, Expectation, and Promissory Obligation," 94.

<sup>8</sup> On T.M. Scanlon's much-discussed theory of promissory obligation, it is the value of assurance that underwrites the moral principle requiring that we keep our promises. See his *What We Owe to Each Other* (Cambridge: Harvard University Press, 1998), chapter 7.

<sup>9</sup> Roth, "Intention, Expectation, and Promissory Obligation," 94.

<sup>10</sup> *Ibid.*, 94–99, also appeals to the rational requirements engendered by promises and intentions, the significance of lucky or accidental performance, and the "directedness" of promissory obligation.

<sup>11</sup> For other examples of what I've referred to as "shared agency accounts," see Margaret Gilbert, "Is an Agreement an Exchange of Promises?" *Journal of Philosophy* 90 (1993): 627–649, at 648; "Three Dogmas about Promising" in *Promises and Agreements*, ed. Hanoeh Sheinman (New York: Oxford University Press, 2011): 81–109; *Right and Demands*:

# 1 *The reason-giving role of promises*

The claim that to accept a promise is to issue an intention for the promisor overlooks a key difference between promises and intentions: promises count directly in favor of performing the promised action. They provide reasons for performance.

To see this, note first that it is the role of reasons to explain actions. And the fact that I promised to do something is a perfectly adequate explanation of why I did it. If we deny that promises provide reasons, we have to look elsewhere for the explanation involved in keeping a promise. This should be puzzling, because when it comes to the question “Why did you do that?”, “Because I promised” looks like a perfectly good answer.

Second, note that a central *use* of promises is to generate reasons for the performance of a particular action where there previously were none. Niko Kolodny and R. Jay Wallace emphasize this point in their critique of Scanlon’s theory of promises, since the theory has trouble accounting for promissory obligation in precisely these cases. Kolodny and Wallace observe that

In promising, one distinctively appeals to a motive that one will have only as a result of having made the promise, and that engages one’s sense of duty. One need not have any prior reason to perform, and even if one does, the communication of this reason is not what makes one’s action a promise.<sup>12</sup>

The idea is that in some key cases, there would be *nothing* to count in favor of performance absent the promise. The whole point of the exercise is to generate a new reason for action. That I am in a position to *keep a promise* means I have a reason I did not previously have.<sup>13</sup>

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*A Foundational Inquiry* (New York: Oxford University Press, 2018), 204; de Kenessey, “Promises as Proposals”; Christine M. Korsgaard, *Self-Constitution* (New York: Oxford University Press, 2009), 190; and Arthur Ripstein, *Force and Freedom* (Cambridge: Harvard University Press, 2009), Ch. 5.

<sup>12</sup> Niko Kolodny and R. J. Wallace, “Promises and Practices Revisited” *Philosophy & Public Affairs* 31 (2003): 119-54, at 132.

<sup>13</sup> Does this mean promises can give us reasons to perform immoral actions? Not necessarily. As I see it, there are two options here. On the one hand, immoral promises may provide no new reasons at all for performance. In this case, I’m happy to say that immoral promises are invalid promises—not genuine promises at all, precisely in virtue of the fact that they fail to provide new reasons. This needn’t be *ad hoc*, since it’s plausible that neither our promising convention nor our ‘natural’ power of promise would conspire to support injustice. On the other hand, perhaps they give us *some* new reason to perform immoral actions, though this reason is in most or perhaps every case outweighed. (This strikes me as the right thing to say about promises to perform actions that are not immoral but are positively ill-

Further, even where there are extant reasons for performance, it looks like a promise adds to the stack. Consider “redundant promises,” where someone promises to do something she’s already obligated to do. For example, you might insist that I promise to stop stealing money from your purse when you leave the room.<sup>14</sup> Apparently, your aim is to give me a new reason for action, since the ones I already have aren’t cutting it. Again, we see that promises provide reasons for action.

Intentions, however, do not do the same. To see why, consider a widely held view about intentions:

*No New Reason* | The mere fact that I intend to  $\varphi$  does not give me a new reason to  $\varphi$  beyond those that I originally took to count in favor of  $\varphi$ -ing.<sup>15</sup>

We’ve seen, however, that a promise is often meant to do *exactly the thing* that *No New Reason* denies intentions can do, namely, supply a reason for the promisor to perform the promised action.

One might put pressure on *No New Reason* by pointing to Buridan’s Ass or tiebreaker cases. In such cases, it seems someone dithering between two equally good options can solve her predicament by simply *deciding* one way or the other. Indeed, this sort of case could form the basis for an argument analogous to one of my arguments for the claim that promises provide reasons. If we can infer that promises provide reasons from the fact that they are used in cases where reasons for a particular action are wanting, why not make the same inference for intentions in light of tiebreaker cases? Here, promises and intentions seem to play the same role: they solve the problem when we want but lack decisive reason to perform a particular action.

I think we should resist this suggestion. First, note that tiebreaker cases and cases where we have no independent reason to perform a particular action are importantly different. We may plump in cases where we have sufficient reason to perform each of two (or more) actions but can

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advised.) Both of these accounts are consistent with what I argue next: promises have an important reason-giving role that intentions do not. Thanks to an anonymous reviewer for pushing me on this.

<sup>14</sup> The example is from Seana Valentine Shiffrin, “Immoral, Conflicting, and Redundant Promises” in *Reasons and Recognition: Essays on the Philosophy of T. M. Scanlon*, ed. R. Jay Wallace, Rahul Kumar, and Samuel Freeman (New York: Oxford University Press, 2011): 155-178. She discusses redundant promises at length.

<sup>15</sup> In what follows, I will often drop the clause specifying that the “new reason” in question is a new reason “to  $\varphi$  beyond those that I originally took to count in favor of  $\varphi$ -ing.” By this omission I do not mean to imply that intending provides no reasons for anything at all. That you’ve decided to do something might, for example, be a reason to announce that you’ve so decided. *No New Reason* does not imply otherwise.

only perform one. But plumping for an action we have no independent reason to perform—or indeed may have positive reason *not* to perform—does not seem to be a suitable role for intentions. It is, however, a central role for promises. I can sensibly promise to perform an action I have no independent reason to perform and you can sensibly accept it. In such a case, the promise provides me a reason to perform the action *where there previously was none*. Even in tiebreaker cases, intentions do not play this role; these cases involve settling on an action for which one *already* had sufficient reason.<sup>16</sup> This distinction is enough to motivate the claim that promises are used in a way that individual intentions cannot be, and that the best explanation of this discrepancy is that promises provide new reasons while intentions do not.

But we can say more. Suppose we grant, for the sake of argument, that promises and intentions can sensibly be claimed to play the same role in tiebreaker cases. Even granting this, we should not assume that they play this role *via the same mechanism*. Indeed, we should think that whatever difference they each make in this sort of case, promises make a difference by supplying a new reason, while intentions do not. To see why, consider a more refined defense of *No New Reason*.<sup>17</sup> It begins with a claim about the relationship between intentions and reasons for action:

*Transitivity*: if R is a reason to perform an action  $\varphi$ , then it is also a reason to *intend* to  $\varphi$ .

*Transitivity* strikes me as extremely plausible.<sup>18</sup> Yet if you endorse *Transitivity* but reject *No New Reason*, then you think (at least sometimes) my intention to  $\varphi$  is also a reason to *intend* to  $\varphi$ . But it strains credulity that intentions can be self-justifying in this way. The self-justification claim for intention is hardly more plausible than claiming that my belief that  $p$  is a reason for me to believe that  $p$ , or that my desire for cake is a reason for me to desire cake. Because this self-justifying property is *always* implausible, we should think intentions *never* have it and so never count in favor of the actions they pick out. So even if intentions make a difference in tiebreaker cases, they do not do so by supplying a new reason.

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<sup>16</sup> This point also applies to the choice to structure one's life around only some of many rationally permissible final ends.

<sup>17</sup> John Brunero, "Are Intentions Reasons?" *Pacific Philosophical Quarterly* 88 (2007): 424-44, at 426-8.

<sup>18</sup> I address some worries in a moment.

But notice: *Transitivity* makes no trouble for the claim that promises provide reasons for action. There is nothing strange about saying a promise to  $\varphi$  provides a reason to  $\varphi$  and so a reason to intend to  $\varphi$ . Rather, this seems exactly right.

This illuminates a crucial difference between promises and intentions discussed earlier. “Because I promised” is a good answer to the question “why did you do that?” But “because that’s what I intended to do” is not. Plausibly, this is because when we ask someone to rationalize her action, we are in fact asking her to supply the *reason she intended* to perform it. The answer “that’s what I intended” simply invites a further question: *why* she so intended.<sup>19</sup>

*Transitivity* ties together the larger argument of this section. I’ve identified two roles promises play that intentions cannot. First, promises explain or justify actions. Second, they transform the landscape for an agent from one where he has no independent reason to perform a particular action to one where that action is justified. The best explanation of these two observations is that promises provide new reasons to perform the promised action. According to *Transitivity*, this means they also supply reasons to *intend* performance. This is something an intention itself can never do. Finally, it is worth stressing that these are not fringe or even minor roles for promising. A theory of promising must account for the standard applications of promises in a satisfying way. Thus an account of the structure of promises should explain their reason-giving force. The argument here suggests that a theory casting promises in the mold of intentions will struggle in this respect.

Before moving on, I should address some concerns about *Transitivity*. I believe *Transitivity* is true, mainly because it seems impossible to actually *reason* with any *Transitivity*-defiant reasons.<sup>20</sup> The relevant sort of *reasoning* involves what we might loosely term a “movement of practical thought” from the *recognition* of a reason as such to the *performance* of the action it recommends.

*Transitivity*-defiant reasons would have us effect this movement *without ever forming an intention*. But I cannot understand how such a movement is possible—at least in a way that counts as reasoning.<sup>21</sup> We might get lucky, triggering a sort of deviant chain within ourselves wherein we

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<sup>19</sup> This point is due to Abe Roth in correspondence.

<sup>20</sup> Niko Kolodny, “Why Be Rational?” *Mind* 114 (2005): 509-63, at 548-51.

<sup>21</sup> I mean this claim to concern only a necessary condition for genuinely responding to and acting on a reason for action. As Donald Davidson, “Freedom to Act,” reprinted in Davidson, *Essays on Actions and Events* (1973; repr., New York: Oxford University Press, 2001): 63-81, and others have observed, it’s very difficult (impossible, Davidson believes) to identify *sufficient* conditions for the same. He specifically points out that we cannot conclude from the fact that an intention *caused* the intended behavior that this behavior was performed for the reasons that the intention was

recognize a reason for action, fail to intend to perform that action, but perform it nonetheless. This could certainly happen, but does not seem to be an instance of *reasoning* or *responding to a reason*; rather, it seems like a case where a rational defect works to our advantage. Assuming we must be able to reason with reasons, this suggests that purportedly *Transitivity*-defiant reasons are no reasons at all.

Suppose, however, that someone insists that there are indeed *Transitivity*-defiant reasons. Perhaps they deny that we need to be able to reason with reasons or that there is anything arational about that “deviant” movement of practical thought. I can accommodate this insistence by weakening my central claim as follows: promises provide *Transitivity*-compliant reasons for action; intentions do not.

The arguments for this weaker claim mirror those I’ve already given. First, imagine you intend to keep a promise, but are frustrated by circumstances beyond your control. Were promises to provide *Transitivity*-defiant reasons for action, you could not use the promise to explain your intention to an interlocutor. But this seems wrong: even if you have no *action* to explain, you can perfectly well explain your *intention* by appeal to a promise.

Second, look again to the role of promises in cases with no independent reason for performance. Surely in such cases, it is important that the promisor is able to *reason* her way from the fact that her promise has been accepted to the performance of the promised action. Were promises to provide only *Transitivity*-defiant reasons, the promisor who recognizes the significance of acceptance may nonetheless sensibly fail to form any intention to perform, and instead simply *hope* that she ends up doing what she promised. This is obviously not the appropriate response to the acceptance of one’s promise.

Intentions, of course, can only provide *Transitivity*-compliant reasons on pain of being implausibly self-justifying. So even once my claim is weakened, we reach the same conclusion: promises are importantly suited to play certain roles in practical reasoning, which they can only play if they provide (*Transitivity*-compliant) reasons. Intentions, however, do not provide such reasons.

With these remarks about the divergent normative properties of promises and intentions in place, the trouble for AAI comes into view. The reason-supplying role is a key one for

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formed. Since I am not making a claim about what’s sufficient for acting for a reason, I take what I’ve said to be compatible with Davidson’s point. Thanks to an anonymous reviewer for encouraging me to be clear about this.

promising, but assimilating acceptance to individual intentions gives us no way of accounting for it. In fact, since intentions seem in principle unable to play this role, it threatens to *preclude* an account of promises as intrinsically reason-giving.

## 2 *Can entitlement to reasons explain the reason-giving role?*

In the rest of the paper, I explore the resources Roth has for explaining the reasons promises provide. I will focus on an approach suggested by other aspects of his theory of shared agency.<sup>22</sup> This strategy doubles down on the purported parallel between promises and intentions. Normally, when we act on an intention, the reason we perform the intended action is simply the reason we formed the intention in the first place. Perhaps the same is true of interpersonal intentions.

The context of shared agency, Roth argues elsewhere, means that I can be “entitled” to another person’s reasons in the sense that *their* reasons explain *my* action.<sup>23</sup> Some reason is taken up by my counterpart in shared agency, who issues for me (perhaps by command or instruction) an intention on the basis of it. When I act on this intention, *her* reasons explain *my* action.<sup>24</sup>

When it comes to promises, the thought is as follows. My partner has her reasons to solicit and accept my promise to, say, pick up ricotta cheese at the grocery store. She needs the cheese to make lasagna. If the store clerk asks me why I’m buying ricotta, I might simply say: “you’d have to ask my partner.” My partner has the reason; I am simply acting on it. I’m buying ricotta cheese because—unbeknownst to me—my partner is making lasagna tonight.

Although Roth does not explicitly make the connection, the claim that we can be entitled to another person’s reasons looks like it could address my central worry about AAI. If it’s right

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<sup>22</sup> There is at least one other natural approach to this problem, more extensive discussion of which I’ve omitted for reasons of space. Roth recommends that we append Accepting as Intending to Cognitivism about intention—the view that an intention to  $\phi$  involves the belief that one will  $\phi$ . Taken together, these theses mean that accepting a promise entails the expectation that it will be kept. Since the promisor brings about this expectation in the promisee, Roth believes accepted promises always trigger Scanlon’s Principle F—the contractualist principle requiring us to fulfill those expectations we intentionally incite in others. Perhaps Principle F supplies a new reason to keep one’s promises (Scanlon, *What We Owe to Each Other*, 304). This strategy is intriguing, but I doubt it will cover all the important bases. Cognitivism about intention is already controversial. Cognitivism about accepting promises seems even less likely. It is particularly unlikely in the strong form required to support the claim that promises *always* provide F-based reasons for performance. Thanks to Stephen White pointing out in conversation that this strategy is available to Roth.

<sup>23</sup> Roth, “Prediction, Authority, and Entitlement”; and “Entitlement to Reasons for Action,” *Oxford Studies in Agency and Responsibility* 4 (2017): 75-92.

<sup>24</sup> Roth, “Entitlement to Reasons for Action,” 82.

that in accepting my promise, my partner issues for me an intention that *entitles* me to her reason for acceptance, it looks like we have a story about the *new reason* I act on when I keep my promise. The resulting picture is rather elegant: whatever reason the promisee has for issuing the intention she does in accepting a promise can in turn explain the performance of the promised action.

## 2.1 *Constraints on entitlement*

Suppose Roth is right and we can—under some circumstances—be said to act for the reasons that explain why someone issued us an intention. To assess the viability of this account as a reply to my central objection, we must first consider under *what* circumstances it makes sense to say *my* reasons explain *your* action. Plainly, not just any reason of mine can explain your action. There will be constraints on the sorts of reasons to which we can be entitled.

Roth suggests one such constraint: if I am to be entitled to some reason of yours, that reason must be a consideration bearing on an end that we share.<sup>25</sup> Otherwise, I could pursue ends that I’ve never entertained or positively refute. Call this the *shared reasons constraint*.

To illustrate, Roth provides the following example. We’re headed downtown. You, my navigator, tell me to turn left onto High Street with (unknown to me) the aim of parading our *shared agency* past the café where your ex is set up outside. You want him to see us together, “thereby further tormenting his already tortured soul.”<sup>26</sup>

Now I would never knowingly act on this reason. Nonetheless it explains why you’ve issued for me the intention that you have. Does this mean we can appeal to it to explain what I’m up to when I turn left? If I’m entitled to your reason, then we should say that I’m turning left so as to torment your ex.

According to Roth, “it’s pretty clear that this consideration should not count as part of the reasons explanation of what I’m doing.” This is because “part of why I am entitled to the route-based considerations as a reason for why I’m turning left is that those considerations serve an end that you and I share—namely, that of getting downtown.”<sup>27</sup> But you and I do not share an end of tormenting your ex. This suggests the shared reasons constraint on the transmission of reasons for action: one is entitled to the reasons of another only if these reasons bear on a shared end.

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<sup>25</sup> Ibid., 87.

<sup>26</sup> Ibid., 86.

<sup>27</sup> Ibid., 87.

I think there is at least one further constraint on the reasons to which we might be entitled. If some reason of yours is to explain my action, it must be a reason to perform that action. It cannot be, for example, a reason for you *merely* to intend that I perform some action. Your reason for intending that I perform an action can only explain my performance if it is in fact a consideration that counts in favor of the action. Call this the *reason-for-action constraint*.

I will argue that these constraints do not line up with the sort of reasons for which we can sensibly accept promises. We can accept promises for reasons that cannot plausibly explain the performance of the promised action—either because they are not shared or because they are not reasons for action at all. In these cases, the worry remains: we are still looking for the mechanism by which the promisor gains a new reason.

## 2.2 *The reason-for-action constraint*

Let's start with the reason-for-action constraint. Our question is whether the promisee's reasons for acceptance must be reasons for the performance of the promised action. If they are not, then the promisor cannot plausibly be entitled to them.

But reasons for acceptance need not be reasons for performance. There are what we might call "state-given" reasons of promise that have nothing to do with the performance of the promised action.<sup>28</sup> Suppose you offer me \$1000 to accept a friend's promise to bake me a fancy cake for my birthday. Since I don't care for sweets, my reasons for accepting the promise have nothing to do with the merits of the baker's actions—I'm in it for the money. They are reasons given by the *state* of my having so promised, which is instrumentally valuable in light of your bribe. Crucially, the bribe, despite being my reason for acceptance, cannot be thought to provide a reason for baking the cake. Thus it strains credulity that our friend is entitled to my reason for acceptance when he goes on and bakes the cake.

State-given considerations are an important species of reasons for acceptance, since we often make and accept promises not because anyone has reason to desire the performance of an action, but because they give us an opportunity to do things like build trust or repair and maintain

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<sup>28</sup> For discussion of a related point, see Roth "Intention, Expectation, and Promissory Obligation," 104-5). Roth seems to agree that state-given reasons are not so strange in the case of promises.

friendships.<sup>29</sup> Consider the reasons we might have for making solemn promises to someone who's previously suffered traumatic breaches of trust. In such a case, the content of the promise may not matter at all: the promise *itself* is valuable as a tool for reminding the promisee that there are people she can count on in the world. And such a promise may be *accepted* for related state-given reasons. Someone who's been burned before may accept a low-stakes promise—where the performance of the action does not matter in itself—because it provides an opportunity for her trust to be restored, or for the promisor to prove herself trustworthy.

One might object: the fact that performing an action would build trust or repair a friendship *is* a reason to perform that action. But this is precisely my point. I am imagining a case in which this feature of the action only comes about *as a result* of it being a promised action. That is, from the point of view of practical deliberation, there was no antecedent reason for either party to value the performance of the action in question. The fact that promising to  $\varphi$  will turn  $\varphi$ -ing into a way to repair a friendship is a reason to *accept the promise*, not a reason to  $\varphi$ —a state-given reason.

Further reflections on promissory deliberation support the centrality of state-given reasons. Notice that merely state-given reasons may outweigh act-given reasons in this context. We may have strong reason to want some action performed—perhaps even by a particular person—but balk at the idea of accepting a promise to this effect. Perhaps the potential promisor is our lover and the thought of them *owing* us certain intimacies seems corrupt. Or perhaps he is our enemy. And while the thought of him performing us favors unbidden is rather appealing, having any sort of special normative relation with him is decidedly not. In such cases, we reasonably refuse promises on purely state-given grounds *despite* having weighty act-given reasons counting in favor of acceptance.<sup>30</sup>

Taken together, these points make clear that state-given reasons of promise are an important class of the reasons for which we value promises. Notice in particular that the value of a promise often resides precisely in the fact that it *creates* reasons for action, even *where there previously were none*. In these cases, we do not accept promises because the potentially promised

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<sup>29</sup> Seana Valentine Shiffrin, “Promising, Intimate Relationships, and Conventionalism,” *Philosophical Review* 117 (2008): 481–524, argues that promises are an essential tool for balancing egalitarian dynamics in intimate relationships.

<sup>30</sup> I’m grateful to Luke Golemon for helpful discussion on this point.

action is desirable—we accept them because we want the promised action to *become* desirable and acceptance is a way to do that.

But once we see that the promisee's reasons for acceptance need not be reasons for performance, the entitlement proposal is in jeopardy. It does not make sense to say that I can be *entitled* to the state-given reasons you had for accepting my promise. This would imply that reasons which bear not at all on the action I perform are the reasons for which I perform this action. Since this is manifestly implausible, it looks like when a promisor gains a reason for performance in the sorts of cases I've been discussing, it is not via entitlement.

### 2.3 *The shared reasons constraint*

Now let's turn to the shared reasons constraint. To repeat, the idea here is that you can only be entitled to my reasons if those reasons bear on an end that we share.

There are a few ways to motivate this constraint. First, notice that the reasons for which an agent acts are sometimes relevant to the wrongness or blameworthiness of that act. Acting so as to torment your ex is, let's suppose, wrong. To say that I am entitled to your spiteful reasons in Roth's High Street case has the strange implication that I act wrongly. But in fact my action seems perfectly innocent.

Second, as Roth suggests, entitlement to reasons seems to make sense only in the context of shared agency.<sup>31</sup> But plausibly, shared agency involves reaching decisions about what we'll do that are supported by reasons we can share.<sup>32</sup> Once you begin issuing intentions for me on the basis of considerations I cannot myself accept, it looks like shared agency has broken down, and with it the possibility of interpersonal entitlement. These considerations indicate that Roth is right to posit a shared reasons constraint on entitlement.

So our question is: must a promisee's reasons for acceptance be reasons the promisor can *share* if the promisor is to gain a new reason? As with the reasons-for-action constraint, it looks like an affirmative answer is too restrictive.

Consider a malicious false promise.<sup>33</sup> I promise to supply the keg for your house party but have no intention of even showing up. Rather, I am seeking revenge for the time that you ruined one of *my* parties. I make the promise only because it gives me an opportunity to let you down.

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<sup>31</sup> Roth, "Intention, Expectation, and Promissory Obligation," 86-7.

<sup>32</sup> This is an important aspect of de Klenessey's, "Promises as Proposals," 208, deliberative theory of promises.

<sup>33</sup> Thanks to Aaron Segal for suggesting I consider this sort of case.

You not only know all this, but have already arranged for a keg delivery from a reputable vendor. So you accept, figuring that I will either welch (thereby outing myself as a miscreant), or keep my word, in which case you'll have two kegs (best party ever!). Here, your reasons for acceptance are not ones that I share. Your gains are my losses in this case: either I look like a jerk or you have an awesome party and my revenge plot is worse than stymied. Despite all this, though, there seems to be no denying that I have a reason to provide the keg. The fact that I've been outfoxed doesn't get me off the hook. After all, I made a promise.

This case may seem to involve some unsavory trickery. But others do not. Imagine a staunch atheist who promises his mother to join her at church.<sup>34</sup> His devout mother accepts, hoping to save his soul. Suppose all of this is out in the open. In keeping his promise, does the atheist go to church to save his soul? I would think not. He goes because he promised.

The general point here is that a binding promise need not involve the sort of meeting of the minds that characterizes shared agency. Two parties can converge on a promise for reasons they don't share. I've got my reasons for making the promise; you've got yours for accepting it.<sup>35</sup> But where I do not share your reasons for acceptance, it does not look like they can count as the reasons I have for keeping my promise. That is, I cannot be entitled to these reasons. And so again, the entitlement proposal fails to shed light on the new reasons a promisor gains when her promise is accepted.

### *3 Conclusion*

A promise provides a reason for performance of the promised action. It might seem that this claim hardly needs argument. But if that's right, it's bad news for the idea that to accept a promise is to intend performance. Since intentions do not provide such reasons, it is mysterious how this theory explains the important reason-giving role of promises. One might try to salvage the AAI proposal by insisting that the reasons for keeping a promise are the reasons for which it was accepted. But this approach unduly circumscribes the class of binding promises, as promises are not always accepted for reasons that plausibly support or explain performance.

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<sup>34</sup> For a maximally clean case, suppose he does so for some state-given reason.

<sup>35</sup> Of course, other terms and conditions may apply—coercion and certain forms of deception may invalidate a promise.

These arguments do not eliminate every conceivable explanation of the reason-giving force of promises that might be appended to Roth's proposal.<sup>36</sup> They do, however, illustrate the need for such an explanation and indicate that the most auspicious story does not succeed.

Finally, I would like to suggest that many of my arguments threaten to make trouble for all accounts of promises that appeal to the framework of shared agency. Broadly speaking, these views cast binding promises as joint decisions. According to Margaret Gilbert's *joint decision account of promising*, for example, a promise involves two parties entering into a "joint commitment by virtue of appropriate, explicit expressions on the part of each."<sup>37</sup> And de Kenessey's *deliberative theory* casts promises as "proposals in joint practical deliberation" which (absent protest or challenge) produce joint decisions.<sup>38</sup>

But where we deliberate and act together, we must do so on the basis of shared reasons. This is true even if our decision implicates only one of us (as when *we* decide that *you* will book our flight). Deliberation with divergent purposes or in bad faith undermines the capacity for shared agency. Yet it may not, as we've seen, undermine the ability to arrive at a binding promise. This suggests that promises are not joint decisions.

A thorough investigation of whether these other shared agency views have the resources to address such worries will have to wait. My final diagnostic remark, however, is that any proposal casting promises as *decisions*—joint or otherwise—will have trouble accounting for apparently intrinsically reason-giving role of promises. And the thought that promises are *joint* decisions does not seem to help, so long as we assume that the exercise of shared agency that yields joint decisions must involve deliberating on the basis of shared reasons.

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<sup>36</sup> See footnote 21.

<sup>37</sup> Gilbert, *Rights and Demands*, 204.

<sup>38</sup> de Kenessey, "Promises as Proposals," 205.

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