

# Intention, Expectation, and Promissory Obligation\*

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Accepting a promise is normatively significant in that it helps to secure promissory obligation. But what is it for B to accept A's promise to  $\varphi$ ? It is in part for B to intend A's  $\varphi$ -ing. Thinking of acceptance in this way allows us to appeal to the distinctive role of intentions in practical reasoning and action to better understand the agency exercised by the promisee. The proposal also accounts for rational constraints on acceptance, and the so-called directedness of promissory obligation. Finally, the proposal, conjoined with Cognitivism about intentions, addresses recent criticism of Scanlon's expectation-based view of promissory obligation.

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Accepting a promise bears on the normative significance of the promise itself; by accepting, the promisee helps to ensure that the promisor's obligation is in place. Or so it will be argued—from epistemic considerations and from concerns about autonomy. But what is it to accept a promise? Here's a new proposal: for B to accept A's promise to  $\varphi$  is (among other things) for B to intend A's  $\varphi$ -ing. Thinking of acceptance as intending helps to explain crucial features of promissory obligation and acceptance. Moreover, we will see that this approach, conjoined with Cognitivism about intentions—the view that one's intention to  $\varphi$  entails the belief that one will  $\varphi$ —can be used to defend Scanlon's expectation-based view of promissory obligation.

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## I. ACCEPTANCE AND PROMISSORY OBLIGATION

To appreciate the importance of acceptance for promissory obligation, consider the possibility of unwelcome promises. It is generally good to be able to give or receive assurance that some action will be performed, and one way this is done is through promising. Scanlon rightly emphasizes the value of assurance, of being able on particular occasions to take for granted what others will do when one could not otherwise form any reliable expectations about their actions.<sup>1</sup> Though a fundamental function of promising is to provide assurance, some promises are made when the promisee is in no need of it. I may find what's promised me attractive but optional. Or I may be indifferent to it. And sometimes the promise may be positively unwelcome, for example when I regard what you've promised as having burdensome or irritating implications for me. If we keep in mind that promising is supposed to benefit the promisee—to provide assurance or to demonstrate that one takes seriously something that is important to the promisee, we should expect some mechanism to block the generation of an obligation when the promise is unwelcome. Why think that the resources of moral motivation, obligation, blame, sanction, and so on associated with promising can be harnessed in a way that works against the promisee?<sup>2</sup>

A minimal suggestion for addressing the problem of unwelcome promises is to include as a necessary condition for obligation that the promisee want the promised  $\phi$ -ing.<sup>3</sup> But sometimes a promisee is of two minds on the matter: I might want the puppy because it's so cute, but also want not to have it because of the responsibility. Or the want in question is preliminary, tentative, or fleeting—something that I will soon think not to be worth indulging. In any case, we have so far ignored a very familiar response to a promise that can be of help here: promises are commonly accepted or rejected. Accepting a promise would help to ensure that a promissory obligation is generated; and rejecting it would ensure that it is not. Giving the promisee a say in the matter goes a long way towards addressing concerns about unwelcome promises.

The acceptance condition entails that the promisee can have a significant element of control over whether the obligation is in place. Why

1. Thomas Scanlon, "Promises and Practices," *Philosophy and Public Affairs* 19 (1990): 199–226, and *What We Owe to Each Other* (Cambridge, MA: Harvard University Press, 1999).

2. There may be practices that allow for something like unwelcome promises such as a threat-promise. But these don't involve real obligations. Any plausible account of promissory obligations must include a condition ruling them out. This is not merely a condition specifying when a promise might be attractive to a promisee.

3. Scanlon ("Promises and Practices," 216, 218) invokes a sophisticated condition in this vein. He requires that the promisor know the promisee wants to be assured about the  $\phi$ -ing.

might this be a good thing? One normatively distinctive feature of promising is that the promisee is in a special position to release the promisor from the obligation.<sup>4</sup> This feature imposes some responsibility upon the promisee to exercise this power of release when appropriate, and sometimes the promisee might not want to take up this task. Another aspect of promising is that when the promisor acts, he is arguably acting at least in part on behalf of the promisee, fulfilling a promise to her.<sup>5</sup> But even if the action is of the sort that is welcomed by the promisee—for example, the promisor might be donating resources and time to some cause the promisee cares about—the promisee might not like the idea that the promisor is doing it for her. She simply doesn't want to be involved with him to that extent, or perhaps to any extent at all. So if it is correct to think that promising involves forging a special relationship between individuals,<sup>6</sup> there are reasons for thinking that this is not accomplished unilaterally by the promisor; the promisee would have to play a role in establishing the relationship—presumably by accepting the promise. So, considerations of autonomy—of having some control over one's relationships—also point to the importance of acceptance for promissory obligation.

Epistemic considerations also point to the significance of acceptance. We may presume that a promise is welcome when solicited. But not all cases are so simple. The promisee's attitudes can be a complicated nexus of wants, needs, and inclinations, many of which are sensitive to context and relativized to other options. Take a case where by making a promise the person generates a preference in the promisee, one that doesn't exist independently of the promise. You and I have been living in different parts of the country for some time. We often talk of seeing each other but, to your consternation, my travel plans on previous occasions have fallen through. Now, however, I promise to be out in your area in May. Being that we're old friends, you have some obligation to see me. You do want to see me, and you are glad that I'm not visiting in April or June, when you are swamped with other commitments. But, as far as you're concerned, you most prefer that I visit later in the summer—a time that

4. Scanlon builds the power of release into his Principle of Fidelity (see below). It's a feature emphasized by the "rights transfer view" of Seana Shiffrin, "Promising, Intimate Relationships, and Conventionalism," *Philosophical Review* 117 (2008): 481–524. See also David Owens, "A Simple Theory of Promising," *Philosophical Review* 115 (2006): 51–77.

5. Shiffrin's discussion of promissory obligations that are redundant with perfect duties contains remarks suggestive of this point. See her "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), 155–78, at 167ff.

6. Stephen Darwall, "Demystifying Promises," in *Promises and Agreements*, ed. Hanoch Sheinman (New York: Oxford University Press, 2011), 255–76. See also Shiffrin ("Promising, Intimate Relationships, and Conventionalism," 491), who speaks of the "sometimes charged relationship of moral debtor to promisor."

doesn't work well for me. Having made the promissory overture, am I obligated to visit? If we only look to promisee wants, it's hard to say. You want me to visit in May more than in June. But, independently of my making the promise, you want me to visit later in the summer, and it's only because I promised that you acquire some preference for me to visit in May. Is this want good enough to generate the obligation? How can I tell? These concerns disappear if you were to accept the promise. Acceptance cuts through questions about preferences and conditions, and settles the issue. It solves, or dissolves, an epistemic problem that otherwise would confront the promisor.<sup>7</sup>

So promisee acceptance is of fundamental significance for promissory obligation, figuring centrally in ensuring that there is an obligation. This is reflected in Thomson's account of word giving, which encompasses promising: "Y gives X his or her word that a proposition is true only if Y asserts that proposition to X, and (i) in so doing, Y is inviting X to rely on its truth, and (ii) X receives and accepts the invitation (there is uptake)."<sup>8</sup> Thomson incorporates acceptance as a necessary condition on promising itself. Assuming that promising is necessary for promissory obligation, this entails that acceptance is necessary for promissory obligation.

Acceptance is important for promissory obligation, but is it really necessary? Shiffrin doesn't think so; on her view, the relevant condition is just that the promisee not reject the promise. One worry for her view is that if the promisee wants what's promised but hasn't fully decided and delays replying, she cannot assume that the promise is in force when she finally settles in favor of it; she would have to contact the promisor to see if he is still willing to take up the obligation. A further consideration: sometimes a promise amounts to an inappropriate overture to which the promisee would not deign a response. Presumably there is no obligation to keep such a promise. Or consider the possibility that one might be overwhelmed with promises and unable to keep track of which to reject. (It's hard enough to keep up with e-mail.) If it matters whether one can control which promissory relationships one enters into, then such a case suggests that one must positively accept the promise in order to generate the obligation. (I think that implicit acceptance is also possible, as when a promise is solicited by the promisee. But implicit acceptance is not merely the absence of rejection.) For ease of exposition I will proceed

7. This assumes that the promisee has adequate epistemic access to her own preferences, such that her acceptance can stand in for them. Some might question this. But I take it that the epistemic problem for the promisor is solved at least in the sense that it's no longer his problem. The epistemic burden is shifted, residing now with the promisee; and that's a problem the promisee has anyway, just from being an agent.

8. Judith Jarvis Thomson, *The Realm of Rights* (Cambridge, MA: Harvard University Press, 1990), 298.

under the assumption that acceptance in one form or another will underlie all promissory obligation.<sup>9</sup>

## II. WHAT IS IT TO ACCEPT A PROMISE?

What does Thomson mean by acceptance or uptake? One suggestion is that it is simply to believe or expect that the promisor is going to do as he says he will.<sup>10</sup> But suppose that C eavesdrops on or otherwise overhears A promising B that he'll  $\varphi$  and, given what C knows about A's reliability and how seriously he takes his commitments, C comes to believe that A will  $\varphi$ . There is some sort of uptake here, but this isn't to accept the promise, since C after all is not in a position to do so. C cannot, for example, release A from the obligation. These considerations also show that it doesn't suffice to think of acceptance as a positive attitude, evaluation, or acknowledgment of what's on offer.<sup>11</sup>

The eavesdropper was not addressed by the promisor. Perhaps one's expectation counts as acceptance only when it results from a promise being addressed to one, in effect reducing promissory acceptance to a form of believing on testimony. This doesn't quite work, since it's possible for the promisor to address a number of individuals while promising only one of them: addressing a meeting, I say, "I'm promising Justin here that I'll get the reports distributed by the end of the week." There's an important difference between Justin the promisee and the other individuals addressed, one that the picture of testimonial uptake fails to capture.<sup>12</sup>

9. Shiffrin may be right to reject acceptance as necessary, despite the worries outlined. There may be reason to have promissory obligation (or something very much like it) generated on occasions even when acceptance is impracticable, such as when a politician makes a promise to the electorate (to use an example from Shiffrin, "Promising, Intimate Relationships, and Conventionalism," 491; this example also figures importantly in Julia Driver, "Promising Too Much," in Sheinman, *Promises and Agreements*, 183–97). How promises are made by and to groups is worth further investigation. I do not rule out acceptance in such cases. Be that as it may, if in more peripheral cases promissory obligations are generated without acceptance, then I suspect they won't bind in quite the way they do when there is acceptance. For example, a promise that generates obligation even when it goes unaccepted is not likely to generate "directed obligations" fulfillment of which is owed to the promisee. See below.

10. Shiffrin, "Promising, Intimate Relationships, and Conventionalism," 491, suggests that those who insist on expectation might be linking it with acceptance.

11. Consistency and coherence considerations discussed below also speak against this proposal.

12. I've been assuming that addressing is understood as pertaining to the utterance. But an editor notes that the utterance can be addressed to everyone at the meeting, while the promise thereby expressed is addressed only to Justin. The acceptance then might be understood as an expectation had by the individual to whom the promise was addressed. I agree with the distinction, but I don't think that it leads to an alternative to what I am

Thomson is not explicit about why acceptance is needed, nor does she elaborate on its nature. But she provides a clue about the missing element. Thomson associates promising with an invitation to rely on what the speaker is promising and so is thinking of acceptance as a reply to an invitation. So there's an element of control or voluntariness on the promisee's part. What is called for is something along the lines of choice or an exercise of the will, which fits nicely with the autonomy considerations mentioned earlier. Although Thomson never says this, I want to construe her talk of uptake as involving an intention, or something very much like it. I contend that when B accepts A's promise to  $\varphi$ , B intends A's  $\varphi$ -ing and communicates that intention to A.<sup>13</sup>

Much needs to be said in defense of the claim that acceptance involves intending, let alone an intention with such a content. Before we get to that, a couple of remarks are in order. First, my discussion will emphasize what is commonly thought of as an internal condition on acceptance—namely, the state of intention on the part of the promisee. But the communicative element ensures that what is on offer here is not a purely internal account of acceptance. (That being said, the communication condition is arguably redundant: given the function of intention in guiding action, it's hard to see that acceptance can be understood as an intention regarding what the promisor does unless the promisee transmits it to the promisor.)

Second, the intention is in response to the invitation. Unlike B, the eavesdropper C would not be in a position to issue an intention regarding A's  $\varphi$ -ing; C wasn't addressed in the invitation and therefore doesn't get to insist on A's  $\varphi$ -ing. Of course, C can form an intention regarding A's  $\varphi$ -ing that is implemented by means of brute force, manipulation, and so forth. But whatever  $\varphi$ -ing, if any, is secured by such an intention would not be a  $\varphi$ -ing done out of a promise to do so.<sup>14</sup>

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proposing. What, after all, is it to address a promise to someone? I suggest that we unpack this as something like an invitation, in which case we end up (as we shall see) with a picture of acceptance that is better thought of as an intention rather than mere expectation.

13. The intention is defeasible, and one can realize this. B can accept the promise, even when she realizes that she might waive it. But she cannot legitimately accept knowing that she will waive; that would entail that one can legitimately intend some  $\varphi$ -ing knowing that the  $\varphi$ -ing will not be performed (or at least knowing that one will cease intending it), which is not compatible with the element of commitment associated with intending.

14. That the promisee's intention is in response to promisor's invitation also addresses the following problem (raised by Kit Fine in conversation). Suppose A promises B that he'll  $\varphi$ , and B refuses. Later, A reissues the invitation, promising again that he'll  $\varphi$ . This time B accepts, and (on what is being proposed here) intends A's  $\varphi$ -ing. It would be problematic for the current proposal to entail that B accepts A's initial promise, for by hypothesis she did not. Fortunately the proposal does not have this implication. B intending A's  $\varphi$ -ing was in response to the second promise, not the first.

Let's call *Accepting as Intending* the view that understands the acceptance of a promise to  $\varphi$  in terms of the promisee intending the promisor's  $\varphi$ -ing and communicating that intention to the promisor.<sup>15</sup> Why hold this view?

First, if all goes well in promising, the promisee receives assurance about the promised  $\varphi$ -ing. The matter of the promisor's  $\varphi$ -ing is settled, whereas it very well may have been up in the air beforehand. Notice, further, that the promisee has settled the matter. That's because the settling and the assurance received are a matter of the obligation incurred by the promisor (and the seriousness with which he takes his obligations). But if there is no obligation until acceptance, then the matter is settled by the promisee. With this in mind, consider the now-standard view of intentions, namely, that it is an attitude the having of which involves some practical or deliberative question being settled.<sup>16</sup> So if accepting the promise to  $\varphi$  settles the matter of  $\varphi$ -ing, then acceptance is playing the role that we expect intention to play. This is some evidence to think that promisee acceptance involves intending the  $\varphi$ -ing.<sup>17</sup>

In emphasizing the role of the promisee, I do not mean to deny that the promisor also plays a role here. The promisee would not be in a position to settle the matter without the promisor having made the promise, thereby expressing a willingness to be subject to the authority of the promisee on the matter of whether he will  $\varphi$ . But A's promise to  $\varphi$  does

15. If the promisee intends the promisor's performance, and the promisor presumably also intends his performance, then it follows that they share an end. Daniel Markovits ("Contract and Collaboration," *Yale Law Journal* 113 [2004]: 1417–1518) thinks of the sharing of ends as fundamental to promissory obligation. Markovits understands this in terms of fulfilling the (imperfect) duty to form respectful community; I don't have anything as substantive in mind. Although there is much that I find insightful in his picture, one concern I have is that an appeal to an imperfect duty will not suffice to capture how promises bind. Suppose I am a good agent in that I have more than satisfied my imperfect duty of helping others, including sharing ends with them (as Markovits would have it). Suppose I sincerely promise that I will  $\varphi$ , but for reasons that could not be reasonably anticipated it becomes significantly more inconvenient for me to follow through. Since it's an imperfect duty, and I've already engaged in more sharing of ends than could be reasonably demanded, it's not clear why on Markovits's view I should be bound to  $\varphi$ . But it seems that I am.

16. Gilbert Harman, *Change in View* (Cambridge, MA: MIT Press, 1986); Michael Bratman, *Intentions, Plans, and Practical Reason* (Cambridge, MA: Harvard University Press, 1987).

17. Is it possible to accept the promise without having the relevant intention? For example, I might say that I accept your promise to  $\varphi$ , but have in mind the intention to prevent you from carrying it out. Nevertheless, it might be thought that what I say is enough for acceptance and indeed in this case sufficient for promissory obligation. Against this, I think that without the internal component, the acceptance is insincere and not genuine acceptance. And I don't think that insincere acceptance generates promissory obligation. See n. 33 below, and the discussion in Sec. IX.



not yet require that A intend to  $\varphi$ . I'm thinking of promising as the (speech) act that leads to the promissory obligation, so long as further conditions are satisfied. In particular, the promise is unconsummated, and there is no obligation until there is acceptance. I can promise to shop for you but have no intention to do so until you accept. Before you accept and intend, the matter of whether I go shopping is not yet settled.<sup>18</sup> Moreover, once you do accept, whether I remain committed to shopping depends largely on you and not me; as promisee you are in a position to release me. These considerations suggest that it's not too strong to speak of the promisee as settling the matter, despite the significance of the promisor's contribution in expressing a willingness to be subject to the authority of the promisee.

Another contribution of the promisor is that of taking up the promisee's intention that he  $\varphi$ . It matters how this is done. Barring special circumstances, the promisor cannot consider whether to take up the acceptance; that would not grant the relevant authority to the promisee. Rather, the promisor takes up the promisee's intention "directly," without rethinking the matter. This is done much in the way that one takes up one's own prior intentions resulting from earlier decision making. If one can't take for granted that one will act on one's decisions without re-deliberating, then one would not be able to decide and settle matters ahead of time. Thus, the norm must be that (absent defeaters) when one acts on a prior intention one acts on it directly; likewise, the promisor acts directly on the promisee's acceptance. Here, again, the promisor's contribution (properly understood) is compatible with the promisee settling the matter.

A second reason in favor of Accepting as Intending stems from a diagnosis of what has gone wrong in a problematic case. Suppose I promise my partner that I'll get some gas for the car, and she accepts. As a result I have the car and plan to run errands with it after work. At lunch, I reflect on the inconvenience of getting gas when running so many errands. I decide not to keep my promise, figuring the gas can wait another

18. This is not to say that promising to  $\varphi$  is simply to express a willingness to  $\varphi$ . In promising, I might not yet have any intention to shop, but I have invited you to settle the matter. If you do settle by intending that I shop, I will take up the intention. Whereas, if I simply express a willingness to shop, I haven't invited you to settle the matter and I might change my mind even if you do express that you'd like me to shop.

Although an as yet unaccepted promise to  $\varphi$  doesn't settle the matter of  $\varphi$ -ing and doesn't carry with it an obligation to  $\varphi$ , the promisor should be in a position to be able to commit to it should the promisee accept. One is under a general obligation to take one's promises seriously, and part of this involves being ready to undertake the corresponding promissory obligations should they arise. Applied to the case at hand, one must be in a position to carry out the  $\varphi$ -ing—at least up to a point where one would reasonably have expected word of acceptance. This obligation is distinct from the promissory obligation not only in virtue of its content but also, I suspect, because it is not an obligation directed or owed to the promisee. On directedness, see below in this section, and n. 25.



day. Hours later, while running the errands, I come across a gas station offering a great price. I fill the tank, recalling neither my promise nor my decision not to fulfill it. Although I did do what I had promised, it seems that my partner's acceptance of the promise did not play the role that it should have played in how things came about. The acceptance should have settled for me what to do. But it did no such thing, even though I did do what was promised, and did it as a result of the acceptance (since I would not otherwise have had the car). The situation is like problematic cases familiar from the philosophy of action, where the conditions for the satisfaction of an intention are not satisfied, even though the intention causes the corresponding action. Luck or accident frustrates promissory acceptance much as it undermines intention satisfaction. This is just what we would expect if accepting a promise involves intending what is promised.<sup>19</sup>

The third reason in favor of Accepting as Intending is that promissory acceptance is subject to rational requirements like those governing intentions. Consider consistency. A promises to meet me for lunch today, and B promises to complete a report for me by 3 p.m. today. Suppose also that B cannot finish the report without getting A to skip lunch and help him on it.<sup>20</sup> Then, assuming that I care about these things enough to want to be assured about them, I can't reasonably and consistently accept both of these promises. One of them must be rejected. But intentions are also subject to consistency (contrast desires).<sup>21</sup> The requirement of consistency in the promises one accepts (not to mention the demand for consistency between one's intentions and the promises one accepts) would receive a straightforward explanation if we think of the acceptance of promises on the model of intending what's promised.<sup>22</sup>

19. It might be objected that this case merely illustrates that a promisor must not only do the  $\varphi$ -ing as promised, but also  $\varphi$  with the intention of keeping the promise. Against this, we might simply add the following to the scenario. Just as I am starting to fill the tank, I look up and see a billboard with a political advertisement about how a politician has failed to keep his promises. That reminds me about my promise. So then when I fill the tank, I fill it in order to take advantage of the great deal and in order to keep the promise. I submit that although I have kept my promise, the acceptance was frustrated. Thus, it is not enough to say here that there is a distinction between conscientiously fulfilling an obligation vs. happening to do what you're obliged to do. The point of the example is not just to distinguish these cases but also to clarify how the difference redounds to the promisee's acceptance.

20. An example of conflicting lunch dates figures in Shiffrin's "Immoral, Conflicting, and Redundant Promises," 163–64, although the point being made is quite different.

21. Harman, *Change in View*; Bratman, *Intentions, Plans, and Practical Reason*.

22. Why not simply explain the demand for consistency in acceptances in terms of the incompatibility of the contents of the obligations in question? But notice that as promisee, I am not the one subject to these obligations. So the fact that the contents of the obligations are incompatible is a problem for the promisors; it is not sufficient to account for why the promisee is subject to consistency in acceptances.

Another requirement on intention is means-end coherence. Is there anything similar for acceptance? This might not be so apparent since, when one accepts a promise, it is normally the promisor that carries it out: what the promisee intends is the promisor's  $\varphi$ -ing. But suppose that I accept A's promise knowing full well that the only way he can fulfill his promise of  $\varphi$ -ing is for me to perform some  $\psi$ -ing. It would seem that I am under some demand to (intend to)  $\psi$ , or else to release A from the obligation. I cannot legitimately accept the promise unless I also intend the  $\psi$ -ing. So something very much like the demand for means-end coherence is present for the acceptance of promises—again, just what we'd expect if acceptance involves intending what's promised.

But isn't it possible for me to accept your promise without intending to do what's necessary for me to do in order for you to fulfill the promise? I think that the acceptance in this case would be insincere and not genuine acceptance, or else simply a mistake. Consider a situation where you promise to  $\varphi$  and neither of us foresees that one of us must  $\psi$  in order for you to be able to  $\varphi$ . On my proposal, both of us intend your  $\varphi$ -ing—I because I issued the intention, and you because you're acting on it. This suggests that each of us is just as liable, given the rational norms of intending, to perform the  $\psi$ . But isn't it really the promisor's job to take up the  $\psi$ -ing? The worry is that Accepting as Intending misses this important asymmetry between promisee and promisor.

There are a couple of points to be made in response. The first has to do with an asymmetry in what exactly each party is supposed to do. Surely there is such an asymmetry, but it's not hard to account for it. In most instances of promising, the promisor takes up the responsibility for ensuring that the promised action is performed. After all, what's intended is the promisor's  $\varphi$ -ing. So if the  $\psi$ -ing is a part of the  $\varphi$ -ing, it's for the promisor to do. Even if the  $\psi$ -ing is separate, it might be implicit in the promise (and therefore in the acceptance) that the promisor will address everything that comes up that would need to be taken care of in order for the promisor to  $\varphi$ . ("Don't worry about it; I'll take care of everything. I promise.") Thus, even though the promisee intends the promisor's  $\varphi$ -ing, the promisee doesn't normally have to do anything. One might then wonder what role is left to be played by the promisee's intention. Here's what: when communicated, the promisee's intention is what first settles that the promisor will  $\varphi$ . This settling can be valuable in itself for the promisee. It also serves as something that can be taken for granted in whatever the promisee might want to do. Thus, the promisee's intention, which settles that the promisor will  $\varphi$ , is relevant for the promisee's practical reasoning and planning, in much the same way that her other intentions are.

So, the first point is that Accepting as Intending can handle the differences in what promisee and promisor are supposed to do. But even

if we allow for the sake of argument that both parties are subject to the demand to perform the  $\psi$ -ing that is needed for the promisor to  $\varphi$ , there remains an important difference between the parties. This brings us to the second point about asymmetry, which concerns the different ways in which each party is subject to the demand to  $\psi$ . It is only the promisor who is subject to a distinctive moral demand to perform the  $\psi$ -ing; the promisee has an intention-based commitment to  $\psi$  so that the promisor can  $\varphi$ , but the promisee is not morally obligated to  $\psi$ . The promisee, after all, wasn't the one who made the promise. This is entirely compatible with the promisee sincerely accepting the promise and thus, on my view, genuinely intending the promisor's  $\varphi$ -ing. Even if this sincerity is morally demanded, it doesn't follow that the promisee is morally obligated to help with the promisor's  $\varphi$ -ing. Sincere acceptance is compatible with subsequent change of mind, especially if the requisite  $\psi$ -ing was not reasonably anticipated and the promisee releases the promisor from the obligation.<sup>23</sup>

Continuing with reasons in favor of Accepting as Intending, the fourth and final consideration in its favor is that it yields an explanation of why it is that the promisee is in a special position to object when the promisor fails to follow through.<sup>24</sup> In principle, anyone, including a third party, is in a position to object on moral grounds to A's failure to act on his promise to B. But the suggestion is that B's special position for objecting is at least in part a reflection of B's (authorized) intending of A's  $\varphi$ -ing. B's complaint can be seen as a part of the exercise of B's agency with respect to A's  $\varphi$ -ing—this being something B is able to do in virtue of A promising B. It is in this sense that A is not merely under an obligation to  $\varphi$ , but that the obligation is directed to B. That is, A owes it to B to  $\varphi$  and would let him down if he were to fail to do so.

It is helpful here to compare promising with the case of an individual's decision or intention about what to do on some future occasion. An intention this morning to go for a swim in the afternoon presupposes some form of authority to settle beforehand what one will do later. The prior intention commands a certain respect; although defeasible, it is something to which subsequent practical reasoning and action is meant to conform. In this way, intending now to go for a swim later in the after-

23. Or, if there is a moral reason for the promisee to  $\psi$ , it's not any different from a reason anyone else might have to help the promisor fulfill his promise. Thus, whatever moral reason the promisee might have to  $\psi$ , it's nothing like the obligation the promisor has.

24. A point emphasized by Margaret Gilbert in "Scanlon on Promissory Obligation—the Problem of Promisee Rights," *Journal of Philosophy* 101 (2004): 83–109, and "Three Dogmas about Promising," in Sheinman, *Promises and Agreements*, 80–108. See also Darwall, "Demystifying Promises."

noon is different from intending at  $t_1$  to bring it about or cause that one will  $\varphi$  at  $t_2$ , when for example I set up various external enticements or incentives that encourage or even force me later to  $\varphi$ . For example, I might get a friend to shame me if I don't go for a swim, or induce others to rely on my being at the pool. Or perhaps I even give a friend \$50 and instruct them to return it only if I do in fact go. Manipulation of my circumstances can effectively bring about my future  $\varphi$ -ing at  $t_2$ . But if that's all that's going on, then when I do go for a swim, it's because I just decide then at  $t_2$  that it's worth it to go (or else I'm just forced to). It's not because I then recognize a prior decision and intention formed at  $t_1$  as authoritatively settling what I am to do at  $t_2$ .

In the case of promising, the proposal is that the promisee, in accepting, intends the promisor's action in the sense that implies the promisee's having and exercising some authority over what the promisor does, and not merely in the sense of the promisee bringing about or causing the promisor's action: once the promise is made and accepted, the promisee retains an executive or agential authority over what the promisor will do. And this authority in turn captures the sense in which the promisor owes it to the promisee to perform and explains the distinctive force of the promisee's insistence that the promisor follow through. Thus, just as I let myself down when I authoritatively intend to  $\varphi$  but then fail to follow through for no good reason, so A lets B down when, after B accepts his promise, A fails to follow through. It's in this sense that Acceptance as Intending accounts for the special position of B to criticize A for non-performance.<sup>25</sup>

### III. MODESTY IS NOT A VIRTUE

Several considerations, then, support Accepting as Intending. But some may find the thesis surprising. We don't usually speak of one person intending another's actions. Or if we do, it's thought to be morally, if not conceptually, problematic. Wouldn't this speak against requiring it for

25. This is meant to account for the directedness of the obligation. But no story has yet been given of the moral obligation itself, and I remain open to different possible accounts; see the mention of Shiffrin and Scanlon below, in Sec. IV.

Why not explain the special position of the promisee in terms of directed obligation, which in turn is explained simply by the promisor granting a certain right to the promisee? I have some sympathy for understanding the special position of the promisee as involving the notion of a directed obligation, which brings with it corresponding rights on the part of the individuals to whom the obligation is directed. But what exactly is the right had by the promisee? Is it a right to complain about noncompliance? Or a right to compensation for nonperformance? Neither sufficiently addresses the value of assurance underlying promising. The right must be to the action itself. It's a vexed issue what exactly this means, and I take myself to be offering a story here: to grant someone a right over your action is, at a first approximation, to grant them a right to will or intend it, to decide and settle on its being performed.

promissory obligation? Why not think of acceptance in more modest terms, such as (i) the promisee intending the promisor to be obligated to him, or (ii) the promisee intending to do something that leads to or causes the promisor's action?

Accepting a promise entails at least implicitly intending to be in a relationship with the promisor, one that involves obligation, as (i) suggests. But there are several reasons for thinking that this is not enough to count as acceptance. First, if one agrees with Scanlon that the fundamental role of promising concerns the value of assurance, then recall that what we want to be assured about is what the promisor will do. It's the  $\varphi$ -ing that we want to count on, not merely that someone is accountable for it. So, what one is accepting is not limited merely to being in a relationship where the promisor is obligated to  $\varphi$ . If we only receive assurance that the promisor is obligated, then that is a sign that something has gone wrong and that promising in this instance is not doing what it's supposed to do. If we agree with Scanlon about this role of promising, and we want (as I do) to understand acceptance in terms of intention, then we should hold that the promisee, in accepting the promise, is willing or intending more than that the promisor be obligated. She's intending the promisor's  $\varphi$ -ing.

The consistency constraint on accepting promises also speaks in favor of this conclusion. If the promisee merely intends the promissory relationship—the promisor being obligated to her—then it's not clear why the promisee cannot accept the incompatible promises, as when A promises to meet me for lunch, and B promises to complete the report but can only do so by working through lunch with A. After all, even if it is impossible for both A and B to meet their obligations to me, my intention for A to be obligated to me is entirely compatible with my intention for B to be obligated to me. (Imagine that my goal is to see one or the other fail in meeting their obligation.) The consistency constraint on acceptance therefore cannot be explained in terms of the consistency constraint on intentions if the promisee is only intending the promisor to be obligated. In contrast, we do account for the consistency constraint on acceptance if what the promisee intends encompasses the actions promised. My intention for A to meet me for lunch and my intention for B to deliver the report are incompatible, given the facts about the world; the corresponding acceptances would then also be incompatible.

Suppose we embrace instead the alternative modest proposal (ii) that what the promisee intends is to do something that leads to the promisor  $\varphi$ -ing. Again, I don't mean to rule out that the promisee intends for example some speech act in order for the promisor to go on to  $\varphi$  as promised. But if this were all that were intended, we are deprived of a natural explanation, noted earlier, of why it is that the promisee is in a special position to object when the promisor fails to follow through. If the promisee doesn't intend the promisor's  $\varphi$ -ing in some direct sense,

but merely intends to cause or bring it about, we no longer explain the promisor owing it specifically to the promisee to perform  $\varphi$ . If the promisee's intention is merely to cause the promisor's  $\varphi$ -ing, then it doesn't reflect the sort of authority the promisee has over the promisor's action in so intending. Insofar as the intention is concerned, the promisee would no more owe it to the promisor to  $\varphi$  than you would owe it to me to wake up at 7 simply because unbeknownst to you I set several alarm clocks in your bedroom with the intention of rousing you then.<sup>26</sup>

#### IV. INTENDING THE ACTION OF ANOTHER

By now Accepting as Intending should have some appeal for the reader: among other things, it accounts for the consistency condition on acceptance, does justice to the value of assurance, and yields a clear sense of the promisee's special position to object to nonperformance. But can we overcome reservations about the idea at the core of the proposal, namely, that of one person intending the actions of another?<sup>27</sup> A full answer will be left for another occasion; here I restrict myself to some brief remarks. First, I am not suggesting that the promisee guides the promisor's action in the way that an agent controls her own movements at the time of action. That control is exercised by the promisor when acting to fulfill the promise; the promisor is no marionette. So in what sense does the promisee control or influence, and thereby intend, the promisor's action? The proposal is that the promisee's acceptance settles the practical matter much in the way that one's prior intentions and decisions settle what one

26. See my "Shared Agency and Contralateral Commitments," *Philosophical Review* 113 (2004): 359–410.

27. There are of course other issues to raise about the view. What are we to say for promises for which there is no promisee? It seems that a promise made to the dead would not generate an obligation. Indeed, if promising is to be understood in terms of the promisor inviting the promisee to settle a matter, a promise cannot even properly be made to the dead let alone generate an obligation. Assuming that the promisor does not think that the deceased continues to exist in some ethereal form, what appears to be a promise would in this case have to be interpreted as something like a vow or resolution to undertake something in honor of or in memory of the deceased. Reinterpreting promises to the dead in this way does not strike me as problematic. Another possible case is one where a promise is made to no one. This might be understood simply as a resolution, something like an intention but with a stronger commitment; this, too, is unproblematic as far as I can see. Alternatively, it might be insisted that a promise that appears to be made to no one is actually a promise to oneself. Might this pose a problem for the proposal? One worry is that one can as promisee revise the intention that constitutes acceptance of the promise and thus release oneself from one's own promise. This suggests that a promise to oneself to  $\varphi$  is toothless or else carries with it a commitment to  $\varphi$ -ing that is no stronger than an ordinary intention to  $\varphi$ . But if this is a worry, then it's not one peculiar to the view on offer here. Most accounts of promising rightly ascribe to the promisee the power of release. Any such view will have this allegedly problematic consequence for promises made to oneself.

later does. When the promisor acts to fulfill the promise, he doesn't reopen the question of whether to  $\varphi$ . Absent defeaters, reopening the question would be incompatible with the relevant sense of control had by the promisee. Instead, the promisor acts in a way that takes for granted what was settled for him to do when the promisee accepted.

Focusing on the role of intentions in settling deliberative questions thus illuminates what it means for one person to intend the action of another. There is here an element of authority on the part of the promisee over what the promisor does; indeed, this is the authority that was invoked to account for the sense in which the promisor owes it to the promisee to follow through. But this gets us to the second worry: if B settles what A does and possesses a corresponding authority over A's action, doesn't this threaten to undermine A's agency in a morally problematic way? I concede that settling what another does can sound awfully like commanding them. But we should keep in mind that B only has this power because A made a promise and invited B. Moreover A's promise wasn't that he'd do anything that B told him to. As a result, B's power is strictly limited; she can only settle or secure whether A  $\varphi$ -s.

One way to understand how the promisee has this power is in terms of the rights-transfer view of Shiffrin (defended in the works cited above). Just as one might, simply by so willing, consent to allow another a (moral) right to certain forms of intimacy, so one might, simply by so willing, promise and thereby allow another some limited form of morally legitimate authority over one's actions. This transfer of a right over how the promisor will act is then understood as resulting in the moral obligation the promisor has to follow through on a promise; failure to follow through would be a violation of a right now held by the promisee. But the rights-transfer view needn't be the only way for her to have this power. I might instead simply put myself qua promisor into a situation wherein the promisee has the capacity to issue a limited form of intention for me and thereby settle what I will do. Something like this is typically the setting for the exercise of shared agency, where a participant is in a position to settle what she and fellow participants will do.<sup>28</sup> The participant's authority here is characterized in terms of the normativity involved in the exercise of a form of rational agency (shared agency), and doesn't necessarily entail a moral authority, just as whatever authority one's own intention might have in one's practical reasoning and action can involve the exercise of capacities of rational agency, and doesn't necessarily amount to a moral obligation to do as one intends. The moral obligation to follow through on the promise and do what the promisee accepted (i.e., do what the promisee intends for the promisor to do) might then be un-

28. See my "Prediction, Authority, and Entitlement in Shared Activity," *Noûs* 48 (2014): 626–52.



derstood to stem from some specific moral principles that apply to the case at hand, for example, the expectation-based principles defended by Scanlon.<sup>29</sup>

However we decide in the end to account for it, the moral obligation to keep one's promises will have a bearing on the preceding issue of the control necessary for the promisee's acceptance counting as intending. Very often the promisee does have the requisite influence over the promisor precisely because the promisor cares about moral obligation, and the promisee is in a position to accept and thus generate an obligation, not to mention sustain it by not exercising her power of release. Thus, the promisee often is in a position to influence the promisor's  $\varphi$ -ing, simply by accepting. Normally that suffices for the promisee to count as being able to intend the promisor's action.<sup>30</sup>

Moral obligation thus can serve as a resource for the promisee's influence over a promisor and support the promisee's ability to will the promisor's performance. My account of the directedness of the obligation—the fact that the promisee has a special status to insist on performance—is in terms of the promisee's intending the promisor's performance. One might worry that this intention-based story about directedness has little to do with moral obligation. But, we can see now that the promisee's ability to control whether promisor is subject to his promissory obligation very often figures centrally in how the promisee possesses the influence necessary to intend the promisor's performance and thus figure as the object of directed obligation.

So, the promisee's influence often is in no small part due to the grip that moral obligation has on the promisor. But this raises a third concern with the idea of one person intending the action of another. It seems natural to say that A, if motivated by his obligation, acts in order to fulfill his promise. This is to say that A's reason for so acting is to fulfill his promise. The worry is that this is at odds with him acting on B's intention. But is there really a tension here? Imagine that I let a friend decide

29. See below for discussion. I defend Scanlon against one criticism, but I am not committed to his overall position on promising.

30. Some might think that to speak of intention here entails a stronger form of influence: not only must the promisee have influence via establishing and maintaining the obligation, but she also must have influence in getting the promisor to live up to the obligation should the obligation for some reason not be sufficient by itself to move the promisor to act. While some promisees might have such an influence, I concede that it is probably right to think that many do not. It's an interesting question just how much influence one is supposed to have over something to count as being able to intend it. Absolute control is not necessary; the agent needn't be able to handle every sort of contingency or obstacle that might emerge between intention and action. Just as a plausible epistemology is fallibilist and doesn't require justification that guarantees the truth of one's belief, so one's action theory shouldn't require that one's intention guarantees successful performance.

what I will do. For example, it's his birthday, and he should decide where to go for dinner. He decides, messages me, and now I head off to the restaurant to meet him. I may be acting for a number of reasons, but one of them is to go to a restaurant of my friend's choosing for his birthday. But, given that it's his choice, I also have to be acting on his decision and corresponding intention to go to that restaurant. So if, in such a scenario, acting for a reason is compatible with acting on another's intention, I don't see why there would be any incompatibility between the promisor acting in order to fulfill a promise and at the same time acting on the promisee's intention.<sup>31</sup>

A final concern with the idea of one person's intending the actions of another stems from worries about the wrong kind of reason, which brings us back to the notion of acceptance. Think again about unwelcome promises. Out of collegiality, Professor A promises to attend Professor B's seminar. It turns out, however, that B prefers A not to attend. Perhaps B doesn't want to have anything to do with A. Or maybe B feels that by rejecting the promise he could get A to attend a subsequent seminar where A's expertise could be put to better use. Nevertheless, B (reluctantly) accepts because he worries that A will be offended if the offer is rebuffed. This brings out how the promisee's reasons for accepting a promise might diverge from the reasons the promisee may have that bear directly on the promisor's  $\varphi$ -ing. Now, if accepting a promise is—as I'm proposing—intending the promisor's performance, then it would appear that the proposal licenses intending for the wrong kind of reason. The worry is that one's intention regarding some action  $\varphi$  should be regulated by reasons that speak to whether  $\varphi$ -ing should be performed; one's intention should not be regulated by reasons that merely address the desirability of being in the state of intending to  $\varphi$ . In contrast, promissory acceptance is often regulated not just by reasons for or against the promised  $\varphi$ -ing, but by considerations that bear on the act of accepting or the ensuing relationship between the parties of the accepted promise. So, the objection goes, the stricture against intending for the wrong kind of reasons speaks against Accepting as Intending.

One thing to note in response is that sometimes it is quite easy to adopt an intention to  $\varphi$  for reasons that really don't bear on the  $\varphi$ -ing itself. For example, I may simply want to have some practical matter settled. I have the options of  $\varphi$ -ing and  $\psi$ -ing, both of which seem sufficiently attractive to me. Since I don't feel it's worth my while to judge definitively which is better, but I want to be decided, I just settle on one

31. Comments from Barbara Herman have helped me here. There are thorny issues here about whether and how the promisor might inherit reasons for action from the promisee. I discuss the matter of acting on another's reasons in "Entitlement to Reasons for Action," provisionally forthcoming in *Oxford Studies in Agency and Responsibility*.

and intend (say) to  $\varphi$ . Perhaps I pick this because intending this is more pleasurable than having the intention to  $\psi$ . Now, if this is a wrong kind of reason, it doesn't strike me as problematically wrong. On the other hand, as the Toxin Puzzle illustrates, one cannot focus only on the reasons for having the attitude at the expense of any consideration of the reasons that bear on  $\varphi$ -ing.<sup>32</sup> If  $\varphi$ -ing is so unappealing that one has no reason to think that one would follow through on it, despite whatever extrinsic benefits may accrue from being in the state of intending it, then one does not intend to  $\varphi$ . Turning back to acceptance, I agree that considerations extraneous to the promised  $\varphi$ -ing very well might influence (indeed should influence) whether one accepts the promise. But it seems that, as with the case of intention, there are limits to this. Thus, if the  $\varphi$ -ing promised by A is so unappealing to B that he sees himself likely to interfere with and prevent A's  $\varphi$ -ing, then B cannot genuinely or sincerely accept the promise. B, of course, could mouth the words and pretend that he accepts the promise; that's certainly compatible with going on to prevent A from performing the action that he takes to have promised. But insincere acceptance is not acceptance.<sup>33</sup> Thus, much of what we say about intention in connection with the Toxin Puzzle and the wrong kinds of reasons also hold for acceptances. Far from counting against the Accepting as Intending, these considerations would seem to support it.<sup>34</sup>

32. Gregory S. Kavka, "The Toxin Puzzle," *Analysis* 43 (1983): 33–36.

33. As a referee points out, there is an asymmetry here between insincere promises and insincere acceptances. The insincerity of a promise normally poses no obstacle for the generation of promissory obligation. This is entirely natural given that we want some protection against lying promises. However, insincere acceptance does block promissory obligation. We do, of course, want to guard against misleading promisors into thinking that they have obligations that they don't have, at least when fulfilling them comes at significant cost. But given that promising is designed fundamentally to provide the benefit of assurance to the promisee, it seems that protecting the promisee from an insincere promise is more important than protecting the promisor from insincere acceptance. And even if one finds oneself unimpressed by this asymmetry and insists that promisors merit some protection from lying or insincere acceptances, is the way to protect them to insist that the promisor is subject to a genuine promissory obligation despite the insincere acceptance? Isn't it more in keeping with protecting the promisor to hold that they are not subject to the obligation?

34. Accepting as Intending appeals to interpersonal intention. But it avoids a problem facing other models of promissory obligation that also draw on the resources of a theory of shared agency. For example, we might try to explain the creation of a promissory obligation as joint action, as Gilbert, "Three Dogmas about Promising," proposes, invoking her notion of joint commitment. One challenge for Gilbert is handling an important asymmetry in the normativity of promissory obligation. The promisee can unilaterally release the promisor from the obligation, while the promisor has no such power to call things off. Whereas, in shared agency as Gilbert understands it no one can unilaterally call things off. Gilbert is aware of the concern, and a full discussion of how she addresses it requires a separate article. I'm generally sympathetic with and influenced by Gilbert's invocation of shared

## V. SCANLON'S EXPECTATION VIEW

Accepting as Intending has implications for recent discussion of promissory obligation. I focus on a problem facing Scanlon's influential expectation-based view of promissory obligation. According to Scanlon, underlying the obligation to do as one has promised is a "Principle of Fidelity," to the effect that if one intentionally leads another to form an expectation about what one will do, where the action is something about which the other wants assurance, then one must perform that action. More precisely:

**Principle F:** If (1) A voluntarily and intentionally leads B to expect that A will do X (unless B consents to A's not doing so); (2) A knows that B wants to be assured of this; (3) A acts with the aim of providing this assurance, and has good reason to believe that he or she has done so; (4) B knows that A has the beliefs and intentions just described; (5) A intends for B to know this, and knows that B does know it; and (6) B knows that A has this knowledge and intent; then, in the absence of special justification, A must do X unless B consents to X's not being done.<sup>35</sup>

On Scanlon's view, we do not need to appeal to a convention or practice to explain the wrong of not keeping one's promise. If there is a convention involved, and not keeping one's promise would undermine or free-ride on this useful practice, then this would be a further reason for the promise breaking being wrong. The fundamental wrong is to be understood in terms of Principle F, which on Scanlon's Contractualism is a principle regulating action that no one could reasonably reject.

Scanlon himself raises a circularity or "Can't Get Going" worry for his account. As noted at the outset, a fundamental purpose of promising is to provide assurance. By promising to  $\varphi$ , the promisor acquires a substantive reason to perform  $\varphi$ ; this assures the promisee, who can now expect  $\varphi$  to be done.<sup>36</sup> But if Scanlon is right about Principle F, the promisee's expectation is a condition for the promisor being obligated. So it's hard to see how the promissory obligation so understood can fulfill

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agency and her commitment to the acceptance condition. Michael H. Robins, *Promising, Intending, and Moral Autonomy* (Cambridge: Cambridge University Press, 1984), also emphasizes acceptance. The notion in Robins's book anticipating Accepting as Intending is the idea that promising to  $\varphi$  transfers to the promisee a mandate to require  $\varphi$ -ing (103). But Robins doesn't go so far as to say that the promisee in any sense intends the promisor's performance. Thus, it's not clear to me that he can account for a number of the features of acceptance and promissory obligation handled by Accepting as Intending, such as the requirement not to accept incompatible promises.

35. Scanlon, *What We Owe to Each Other*, 304.

36. *Ibid.*, 306–7, 322.

its role in grounding an expectation in the promisee. Although Scanlon has answered this objection to his own satisfaction, Kolodny and Wallace have refined the worry; they suggest that Scanlon can't address it without according to conventions about promise keeping a significance his view was meant to avoid.<sup>37</sup>

The basic strategy of Scanlon's own solution to the Can't Get Going problem appeals to other moral principles (besides F) to motivate the promisor to intend to  $\varphi$  as promised.<sup>38</sup> The promisor's intention, manifest to the promisee, grounds the latter's expectation that the promisor will  $\varphi$ . Principle F then applies, reinforcing the expectation. In response, Kolodny and Wallace argue that the promisor's intention to  $\varphi$  (manifest though it may be) is too weak to ground any expectation in the promisee, unless there were some weighty reason for  $\varphi$ -ing. But they argue that the other principles Scanlon appeals to won't provide such reasons. Those principles only proscribe leading someone to form certain expectations; they don't demand that you live up to the expectations you happened to have created. And we're assuming that the promisor has no other obvious motivation to ground an expectation in another; that's what promising was supposed to accomplish in the first place. The only thing that could support an expectation, Kolodny and Wallace argue, is a convention—something Scanlon wanted to avoid. Shiffrin thinks that the proper moral to draw is to drop the expectation requirement for promissory obligation.<sup>39</sup> But we needn't go so far. The strategy I take below simply circumvents the need for evidence to support the promisee's expectation.

## VI. COGNITIVISM ABOUT INTENTION

My proposal that we think of the acceptance of a promise in terms of an intention can help Scanlon here. To see this, I turn briefly to the philosophy of action, where some have argued for Cognitivism, the view that an intention involves the belief or expectation regarding the  $\varphi$ -ing intended—namely, that one will perform it. This can be seen as an extension of the related thesis that intentionally  $\varphi$ -ing entails at least believing, if not knowing, that one is  $\varphi$ -ing.<sup>40</sup> One cannot be  $\varphi$ -ing intentionally if

37. Niko Kolodny and R. Jay Wallace, "Promises and Practices Revisited," *Philosophy and Public Affairs* 31 (2003): 119–54.

38. Scanlon, *What We Owe to Each Other*, 308.

39. Shiffrin, "Promising, Intimate Relationships, and Conventionalism," 490.

40. The knowledge claim is typically attributed to G. E. M. Anscombe, *Intention*, 2nd ed. (Ithaca, NY: Cornell University Press, 1963), 11, as well as to Stuart Hampshire and H. L. A. Hart, "Decision, Intention, and Certainty," *Mind* 67 (1958): 1–12. I've followed, e.g., Kieran Setiya, "Knowledge of Intention," in *Essays on Anscombe's Intention*, ed. Anton Ford, Jennifer Hornsby, and Frederick Stoutland (Cambridge, MA: Harvard University Press,

one doesn't even realize that one is  $\varphi$ -ing. Likewise, it would be odd to say that one intends to  $\varphi$  without any expectation that one will.<sup>41</sup> More theoretical considerations also speak in favor of Cognitivism. It offers a way to relate normative constraints on intentions (e.g., consistency and means-end coherence) with similar rational constraints on beliefs.<sup>42</sup> And it suggests why intentions play a role in planning such that what's intended can figure in further practical and theoretical reasoning, not only by the agent but by others as well: if in intending to go shopping, I expect that I will, then I can count on the fact that there will be food available for dinner.<sup>43</sup>

A good case can be made for Cognitivism, but let's focus on its implications for promising. As a preliminary, note that Cognitivism has an interesting—some would say troubling—epistemic upshot: expectations formed spontaneously—that is, not on the basis of sufficient evidence. According to the Cognitivist, the expectation that I will  $\varphi$  is simply a part of, or else just comes with, the intention to  $\varphi$ . When I decide and intend to do some grocery shopping, this is not normally a conclusion arrived at on the basis of evidence about what I'm up to.<sup>44</sup> Although relying on

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2011), 170–97, in citing Anscombe here as a source for Cognitivism. But given what she says about the direction of fit of the attitude in question, it is not entirely clear that Anscombe's view amounts to the Cognitivist claim that intention involves the belief or expectation that the action intended will be performed.

41. See Hampshire and Hart, "Decision, Intention, and Certainty," 5–6; H. P. Grice, "Intention and Uncertainty," *Proceedings of the British Academy* 57 (1971): 263–79, at 278.

42. Gilbert Harman, "Practical Reasoning," *Review of Metaphysics* 29 (1976): 431–63; J. David Velleman, "What Good Is a Will?" in *Action in Context*, ed. Anton Leist and Holger Baumann (Berlin: de Gruyter/Mouton, 2007), 193–215; Kieran Setiya, "Cognitivism about Instrumental Reason," *Ethics* 117 (2007): 649–73. I'm not suggesting that norms of intention can be reduced to those of belief. See Michael Bratman, "Intention, Belief, and Instrumental Reasoning," in *Reasons for Action*, ed. David Sobel and Steven Wall (Cambridge: Cambridge University Press, 2009), 13–36, and his "Intention, Belief, Practical, Theoretical," in *Spheres of Reason: New Essays in the Philosophy of Normativity*, ed. Simon Robertson (New York: Oxford University Press, 2009), 29–61. Given that a reduction is not the aim, a weaker constraint should do, namely, that the expectation, although not strictly necessary for the intention, is necessary for rationally intending. I don't think that this will make a substantial difference in what I go on to say. Here I have benefited from conversation with John Hurst.

43. Grice, "Intention and Uncertainty," Harman, *Change in View*. The planning role of intention is most fully developed by Bratman, although he rejects Cognitivism. Ironically, in rejecting Cognitivism, Bratman might be closer to Anscombe than some of those Cognitivists who see themselves as inspired by her. See Velleman, "What Good Is a Will?" for criticism of Bratman. Another prominent critic of Cognitivism is Donald Davidson, "Intending," reprinted in Davidson, *Essays on Actions and Events* (1978; repr., Oxford: Oxford University Press, 2001), 83–102.

44. I'm setting aside the case where one finds oneself with an intention, rather than explicitly deciding. But even when one finds oneself with an intention, it's not normally through evidence.

evidence may be a way to reclaim a forgotten intention, it would be absurd to think that I always arrive at my intentions along the following lines: I am walking down High Street; I don't usually walk here unless I'm on the way to Big Food-n-Deal Supermarket and I'd only go there if I'm going to shop for groceries; so it must be that I'm intending to do some shopping. Rather, the intention that I will do some shopping is immediate upon the decision to go shopping; the corresponding expectation has a warranted status by default and is not based on evidence.<sup>45</sup>

Empirical and evidential considerations have some role to play. Beliefs about what I can do, or what skills I can acquire, or what I might be prompted to do in different circumstances, and so on figure in the background of my intention to  $\varphi$  and the belief that I will  $\varphi$ . And something might come up to undermine or defeat intention-based expectations regarding my  $\varphi$ -ing. But those considerations by themselves are not enough normally to account for how I arrive at the intention or the belief that I will  $\varphi$ . They might allow me to infer that I would be in a position to form the intention in the circumstances, or that if I had the intention to  $\varphi$ , then I could expect that I would  $\varphi$ . But such empirical considerations by themselves do not get us to the expectation that one will, and appealing only to empirical considerations does not do justice to what is going on in deciding to  $\varphi$ . So if the expectation comes with the intention, then it will normally involve some crucial nonevidential component in its warrant.

No doubt, this is why some hesitate to embrace Cognitivism. One might try to water down the Cognitivist claim, suggesting instead that we think of the expectation that comes with intending as something less than full-out belief that one will be  $\varphi$ -ing. Maybe it's the belief that it's more likely than not that one will be  $\varphi$ -ing, or perhaps that at least it's more likely than if one weren't to intend. But notice that even the weaker belief conditions raise much the same epistemic worries about evidential ungroundedness as we have for the full-out belief.<sup>46</sup> And if we try to make do

45. See, e.g., Sydney Shoemaker, "On Knowing One's Own Mind," *Philosophical Perspectives* 2 (1988): 183–209; Tyler Burge, "Our Entitlement to Self-Knowledge," *Proceedings of the Aristotelian Society* 96 (1996): 91–116; and Richard Moran, *Authority and Estrangement* (Princeton, NJ: Princeton University Press, 2001), for versions of the sort of nonevidential warrant that would seem to be called for here. I don't think that Grice, "Intention and Uncertainty," succeeds in providing an evidentialist alternative.

46. R. Jay Wallace, "Normativity, Commitment, and Instrumental Reason," *Philosopher's Imprint* 1 (2001): 1–26, makes use of a belief component (namely, the belief that the  $\varphi$ -ing intended is possible) that is weak enough not to raise concerns about ungroundedness but is too weak to capture intention-based commitment and associated rational requirements. Setiya, "Cognitivism about Instrumental Reason," also weakens the belief condition; for criticism, see Sarah Paul, "Intention, Belief, and Wishful Thinking: Setiya on 'Practical Knowledge'," *Ethics* 119 (2009): 546–57.



without any belief component whatsoever, then it becomes hard to see the point of making a decision and intending some end.<sup>47</sup>

I will not here tackle the issues that arise in the epistemology of self-attribution of intentions; no doubt things get even trickier on the Cognitivist conception of intention.<sup>48</sup> But if the Cognitivist is right about intentions, then, unless we embrace a skepticism about a significant portion of what is traditionally included as part of our agency, there must be an important nonevidential component in the warrant for the expectation regarding the intended  $\varphi$ -ing.

## VII. ACCEPTING, INTENDING, EXPECTING

We now have the resources to address the Can't Get Going worry for Scanlon's view. I've argued that in accepting, the promisee intends the promisor's performance. If Cognitivism is right, then the promisee has a nonevidential expectation that the promisor will follow through. (There may be a background evidential component so that one believes that one is in a position to intend the action of the promisor; this presumably involves some understanding of the promisor's moral competence and conscientiousness so that if they were morally obligated to  $\varphi$ , then they would  $\varphi$ .) That expectation then triggers Principle F. So, thinking of acceptance in terms of promisee intention not only gives a more intimate and active role for the promisee in generating promissory obligation; it also assimilates the ungrounded expectation needed to trigger Principle F to a form of expectation that typically is not based on evidence.

In presenting their criticism of Scanlon, Kolodny and Wallace, citing Pratt, consider a response that can be seen as sharing an element of what I'm proposing here.<sup>49</sup> According to what they call the "power of positive thinking" response, the promisee goes ahead and forms the expectation that the promisor will perform, knowing that once that expectation is formed, it will be justified because Principle F will be in force and the promisor (because of his moral conscientiousness) will be motivated to come through. Kolodny and Wallace (following Pratt) reject

47. Although I'm not particularly inclined toward a watered-down version of Cognitivism, such a version would be suitable for a defense of a variant of Scanlon's Principle F, formulated not in terms of the creation of expectations but in terms of the raising of credences.

48. Cognitivists sometimes appeal to the expectation being self-fulfilling in order to defend its epistemic legitimacy. See Harman, "Practical Reasoning"; J. David Velleman, *Practical Reflection* (Princeton, NJ: Princeton University Press, 1989). For criticism, see Rae Langton, "Intention as Faith," in *Agency and Action*, ed. John Hyman and Helen Steward (Cambridge: Cambridge University Press, 2004), 243–58.

49. Michael Pratt, "Scanlon on Promising," *Canadian Journal of Law and Jurisprudence* 14 (2001): 143–54.

this response. They note (1) that it is not under the promisee's voluntary control to form the belief that the promisor will do as promised without any prior evidence for it, and (2) that such a groundless belief in any case would not satisfy the conditions of Principle F.

Let me address (2) first. Kolodny and Wallace think (correctly) that Principle F requires the promisor to lead the promisee to form the expectation. But they go on to claim that a groundless belief, since it is not based on evidence, could not amount to the promisee's being led to form the belief. That's why they say that the power of positive thinking does not satisfy the condition of the promisor leading the promisee "to believe, on the basis of evidence," that the promisor will perform the act.<sup>50</sup> But Principle F doesn't include any condition that the promisee must be led on the basis of evidence. Kolodny and Wallace presumably think that the only way someone could lead someone else to form a belief is to do so by presenting evidence. They say that if the promisee simply willed the belief into existence, then the promisor wouldn't have led her to it. My case against (2), then, hinges on pointing to a way in which the promisor can lead the promisee to form a belief without the presentation or deployment of evidence.

But how is this possible? Well, one way to do it is to invite the promisee to settle whether the promisor will do the relevant  $\varphi$ . By offering a sufficiently attractive invitation (which most promises are), the promisor leads the promisee to accept. And the promisee accepts by intending the promisor's action. So we have a case of the promisor leading the promisee to a belief (as required by Principle F), but not in a way that requires evidence. For, if Cognitivism is true, the expectation that comes with the intention to  $\varphi$  is normally not based on evidence. This addresses (2).<sup>51</sup> Notice, also, that the process described is entirely compatible with the expectation (hence acceptance) being voluntary. An attractive invitation was made and voluntarily accepted: the promisee voluntarily intends the promisor's action, and given Cognitivism, thereby forms the expectation. This addresses (1).

Admittedly, the promisee's expectation is evidentially ungrounded. But this is just an instance of the issue raised more generally by the distinctive nonevidential epistemology associated with being a reflective, intending agent, an epistemology that we would be hard put to give up. The evidential groundlessness of the expectation upon which the Can't Get Going Problem trades therefore should not disqualify Scanlon's understanding of promissory obligation.

50. Kolodny and Wallace, "Promises and Practices Revisited," 133.

51. There very well may be an evidential component in one's belief that the promisor takes his moral obligations seriously, such that if he were obligated by F, then he'd perform the action. Without this belief, promising would not be a way to offer assurance.

## VIII. AN OBJECTION

The proposal on behalf of Scanlon requires that the promisee, in intending the promisor's  $\varphi$ -ing, have nonevidential warrant for believing that the promisor will  $\varphi$ . I've already addressed some concerns with the idea of one individual intending the actions of another. But even those who are willing to countenance both interpersonal intentions and nonevidential warrant for the expectation associated with individual intention might balk at the prospect of one individual having nonevidential warrant regarding what another will do.

One thought that may underlie this worry is that the nonevidential warrant for beliefs about my own actions (such as it is) must have something to do with the control I have over my actions. And it seems that I lack such control over another. Notice, however, that if an agent's control over her action is somehow implicated in the special warrant she has for her belief regarding the action, the control must be something that can be had not only for what one is doing at the moment, but also for what one intends to do later. That is, the distinctive warrant for a belief about one's  $\varphi$ -ing is not limited to intention in action; it extends to intentions for the future. Our decisions, after all, often concern what we will do later. But if that's the case, it isn't quite as obvious why such control—the ability to settle some practical matter—cannot extend between individuals. Just as I can intend to go grocery shopping and can therefore expect to do so, so can I—in the right circumstances where I am in a position to settle the matter—intend for you to do some shopping and expect that you will. In both cases, one has a belief about what one will likely bring about should one intend. This conditional belief some will say must rest on empirical evidence. But the categorical belief that one intends, and so the categorical expectation that those intended things will come about on this occasion, is something for which there is, normally, an important nonevidential component.

It may be objected that one doesn't have direct control over what the other will do, so that when it comes time for them to act, they could very well not act according to how one has intended. This is true, but it is also true in one's own case: I do not now have direct control over what I will do later; my intentions don't bind me the way that Ulysses literally binds himself in order not to allow himself to be drawn to the Sirens. So there is the possibility that I will see things differently when it comes time to act and I fail to act on my prior intention. Nevertheless, one can typically rely on oneself to carry out one's intentions; one now has the relevant control to be able defeasibly to settle what one will later do. And, I contend, one can in the right circumstances rely on another to implement one's intention for them to act. That is, one may sometimes have the relevant control to issue intentions that settle what another does; and

promising is a situation where the promisee has that control. If this is the control that is relevant for a form of nonevidential warrant, then I do not see what relevant disanalogy there is between intending to do something in the future and interpersonal intending.

## IX. THE PROFLIGATE PAL RETURNS

Let me address an objection to the proposal about promissory acceptance being developed here. Consider Scanlon's example of the Profligate Pal, who asks to borrow \$100 dollars, promising to pay you back next week. You know him to be highly unreliable and have no expectation that he'll pay you back. Nevertheless, to preserve what little is left of his dignity, you lend him the money and accept his assurances that he'll pay you back. Intuitively, it seems that Pal now has a promissory obligation to pay you back. Scanlon raises the example as a challenge for his own account: since you have no expectation, Scanlon's Principle F is not triggered, and so on his view no promissory obligation is generated.<sup>52</sup> The case also poses a challenge for my view about what it is to accept a promise, whether or not I'm committed to Scanlon's Principle F. After all, if accepting a promise is (in part) intending what's promised, then you the promisee in this example must intend for Pal to return the money. But you expect that Pal won't pay you back. So you couldn't reasonably intend him to pay you back, for that would violate the Cognitivist condition on intending.<sup>53</sup> On my view, then, not only is no promissory obligation generated in this case; the promise cannot even be (reasonably) accepted. That seems counterintuitive.<sup>54</sup>

The worry goes beyond the charge that it is descriptively inaccurate to suggest that you cannot accept Pal's promise. Moral considerations might also suggest that we should be able to accept the promise. It would be an overly severe moral system that would have as a consequence that Pal could never participate in promissory relations with others. How might Pal ever be rehabilitated if he is barred from promissory engagement? This is precisely the worry that Shiffrin raises for Scanlon.<sup>55</sup> Considerations of education and rehabilitation are important. But I am not convinced that they force us to say that the promisee must be able to

52. Scanlon, *What We Owe to Each Other*, 321, attempts to address the worry. For Shiffrin's response, see her "Promising, Intimate Relationships, and Conventionalism," 488.

53. I could intend for him to try to pay me back. But he promised to pay me back, not merely to try. On my proposal, accepting the proposal would require me to intend him to pay me back. So I cannot appeal to the suggested response; it wouldn't get right the content of the promise.

54. As Stephen White has pressed.

55. Shiffrin, "Promising, Intimate Relationships, and Conventionalism," 489.

accept the promise and that Pal incurs a genuine promissory obligation. After all, who needs real acceptance when one can pretend? This needn't be a farce: proleptic engagement<sup>56</sup> with a would-be promisor—going through the motions of a promissory exchange in a way that anticipates future abilities and status—can be used for educational purposes. In this way, children can learn what it takes to make and receive promises. Might it not also be undertaken to rehabilitate Pal? This sort of engagement would not amount to the genuine acceptance of the promise, and Pal would not incur the corresponding obligation. But the pretense might be what's needed for Pal eventually to regain trust.<sup>57</sup>

One might object that pretense is hardly an effective pedagogical or reformatory tool when the ability we're trying to develop essentially involves sincerity. I think we can meet this objection by being clear on what the scope of the pretense is. Proleptic engagement is real interaction or engagement with another; it is an instance of shared activity. It calls for sincerity, involves a genuine sort of commitment between participants, and countenances the real possibility of letting others down (in not sustaining the pretense through its natural course). The pretense lies in taking this real activity/interaction to be one of making a promise and accepting it. The promissory obligation is a pretense, but there are genuine commitments between participants who engage with one another when pretending together.

Engaging in shared activity with others might not require the level of trust and commitment that we require for promising. But that doesn't mean that there are no genuine commitments. Someone who has squandered the trust that enables him to make promises might nevertheless not be so far gone as to be incapable of shared activity. Successfully acting with others—such as jointly simulating promissory engagement—will allow him eventually to earn the trust needed to regain his status as a promisor.<sup>58</sup>

So, I concede that you cannot reasonably accept Pal's promise in any genuine sense, and that he doesn't really have a promissory obliga-

56. I rely on Margaret Little, "Abortion and the Margins of Personhood," *Rutgers Law Journal* 39 (2008): 331–48, who explicates this thought in a different context.

57. It is part of the pretense that you in particular, as the promisee, will be let down if Pal fails to return the money. In this respect, pretense is superior as a rehabilitative strategy than that of having Pal trying to live up to a series of publicly announced intentions (vows) understood as expressing Pal's own commitment to himself. As Shiffrin ("Promising, Intimate Relationships, and Conventionalism," 489, n. 17) points out, living up to one's own commitments (or letting oneself down) is quite different from living up to commitments to others (or letting them down).

58. I should add that I don't think that the pedagogical role of the pretense is incompatible with the pretense being recognized as such on all sides. Think of drills and rehearsals. And children engaging in pretend play are usually aware that they are; that doesn't mean that the pretense cannot serve a pedagogical purpose.

tion to pay you back. But the possibility of engaging in pretense and the thought that this might be the right thing to do for Pal (1) accounts for appearances to the contrary and (2) addresses the normative considerations for thinking that one should be able to accept Pal's promise.

## X. CONCLUSION

In sum, I've argued for (i) the significance of acceptance for promissory obligation, mainly from considerations of autonomy and of the epistemic problem confronting the promisor. I've also appealed to the special status of the promisee, as well as to demands of consistency and coherence on acceptance, in order to defend (ii) an account of acceptance in terms of intending the promisor's action. Claims (i) and (ii), along with a commitment to (iii) Cognitivism and the distinctive nonevidential epistemology associated with it, would allow a Scanlonian to resolve the Can't Get Going problem. Focusing on an undertheorized aspect of promising—namely, its acceptance—turns out to reveal important implications for central issues and positions in the theory of promissory obligation.

59. People might be concerned that this introduces some level of ambiguity into our day-to-day experience. When are what appear to be promissory exchanges genuine; when are they a matter of pretense? And can one party take it as genuine while the other does not? I think this reflects the complexities of reality.

What about false promises? Can they be accepted? If the promisee is deceived and isn't aware that the promisor has no intention of following through, then I don't think that this poses a problem for the proposal. Given his ignorance, nothing stops the promisee from rationally accepting the promise and intending the promisor's actions. Consider, however, the case where the promisee realizes that the promisor is attempting to deceive and would never keep his promise. It seems possible to accept the promise and thus obligate the promisor. But, assuming Cognitivism, the promisee cannot rationally intend the promisor's action. In response, I would say that a promise discerned as false by the promisee cannot be sincerely accepted. Since there is no expectation, Principle F would not generate an obligation. Why might it appear that it does? As far as the promisor is concerned, he fails to see that the promisee has discerned the falseness of the promise, and he doesn't realize the promisee is merely pretending to accept. So the promisor reasonably thinks that the conditions for promissory obligation hold. I'm not sure that one has an obligation to act in accord with one's reasonable but mistaken understanding of what one's obligations are. But even if we don't say that he violates a promissory obligation in not doing as he said he would, and so does not act wrongly in that sense, we would certainly hold it against him that he failed to act in accord with his reasonable understanding of his obligations. So, even if there is no promissory obligation here, failure to act as promised would figure negatively in our moral assessment of the promisor. Moreover, there is obviously a wrong committed insofar as the promisor attempted to mislead the promisee. These considerations explain the appearance of an obligation in this instance to do as one has promised. (I think that a somewhat similar story should be told about the case where someone sincerely promises by leaving a note and believes that the conditions for promissory obligation are met, but it turns out that they are not because, e.g., the promisee simply didn't get the message and so doesn't form any expectation and doesn't accept the promise.)