

THE POINT OF EXCLUSIONARY REASONS

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“[A]ll can be explained on the assumption that the normative derives entirely from the evaluative, that reasons depend exclusively on values.” (Raz 2001a:14)

“Are you quite sure you’ve got this right?” (Monty Python’s Flying Circus)

One of Raz’s signature contributions to the explanation of normativity is the introduction of the concept of an exclusionary reason (ER). As Raz sees it, ERs play a prominent role in explaining legitimate authority, but they are also ubiquitous outside of the legal domain.¹ My focus will be on their role in explaining the way in which moral, or at any rate, non-legal obligations or duties normatively differ from ordinary first-order reasons.

The concept of obligation is seen by some as the lynchpin for understanding morality.² Others think that it is the emphasis on obligation and duty which has led modern ethics astray.³ I will not take issue with these discussions here. I will assume that there are obligations, and that they are different from other kinds of reasons. I hope that the explanation of obligations I will offer helps to determine their role and relevance, but it is not my concern to establish any view about their importance.

¹ “...exclusionary reasons are crucial to our understanding of various familiar normative concepts, in particular promises, obligations, decisions, orders, authority, certain rules (which I call mandatory rules), and normative powers.” (Raz 1989: 1168f)

² See e.g. Darwall (2006), Wallace (2019), Moore (2000). Typically, the claim that obligations are crucial to our understanding of morality is traced back to Kant who lacked the concept of a reason, and instead focused exclusively on duty (“Pflicht”).

³ E.g. Anscombe (1985), Williams (1985).

There are obligations of different stripes, and with different historical backgrounds (even setting legal obligations aside): voluntary obligations (e.g. promissory obligations), obligations that arise from relationships such as being someone's friend, lover or relative, obligations that are part and parcel of being a member of a social group, role obligations, such as professional obligations, and obligations we have to everyone, strangers and close relations alike, such as obligations to respect their rights. The explanation of the obligation may differ in these cases, but there may also be salient similarities.⁴

A thread running through Joseph Raz's writings on the explanation of practical normativity is the insistence that reasons generally are explained by their relation to value. In this paper, I hope to develop the view with regard to obligations.

1. Obligations

While having an obligation to ϕ entails having a reason to ϕ ⁵, those statements are not equivalent. The fact that I would enjoy doing something is a reason for doing it. But I don't have an obligation to do it. What distinguishes obligations from reasons such as enjoyment then?

Are they stronger reasons? That seems unlikely since some obligations, or at least some violations of obligations, aren't particularly momentous. Some violations of promissory obligations are trivial (depending on the content and the context of the promise), as are some rights violations (depending on the right and the violation in question), whereas some reasons which aren't obligations are quite weighty.

Are obligations conclusive reasons? That again seems unlikely.⁶ After all, there can be conflicts of obligations. If such conflicts can sometimes be solved, then at least one of

⁴ Put in H.L.A. Hart's language, as I understand obligation here, there are different sources of obligations, but the concept of obligation is the same across the various examples. Thanks to Michael Moore for pressing me on this point.

⁵ I will assume that this is so (as does Raz).

⁶ There is of course, as Michael Moore has reminded me, the Kantian who either insists outright that obligations are conclusive, or distinguishes between prima facie obligations – seeming obligations – and

the obligations is going to be defeated. But they can also be defeated by reasons other than obligations. If I have a promissory obligation to meet a friend for lunch, but an elderly relative urgently needs help, then, even if supporting the relative is not itself a matter of obligation, the promissory obligation may be defeated. So obligations needn't be particularly strong reasons and they are, like other reasons, defeasible. But what then is special about obligations?

According to Raz, some⁷ obligations are best understood as 'protected reasons', meaning that they are first-order reasons which are 'protected' by an exclusionary reason, which in turn is a second-order reason: a reason not to act for reasons of a certain kind.

(PR) A protected reason to φ is a first-order reason to φ , combined with an exclusionary reason not to be guided by any of the excluded reasons, R_1 - R_n .

This proposal has at least three merits: (i) it explains how obligations are normatively different from first-order reasons without appealing to strength or weight, (ii) while allowing that reasons from obligation are, like all reasons, defeasible, since there can be reasons against φ -ing (other than the excluded R_1 - R_n) which defeat the obligation. (iii) A third point in its favour is that it makes sense of the common observation that obligations seem to restrict our freedom. The protected-reason account suggests that obligations are reasons that one shouldn't fail to satisfy for certain kinds of reasons. There is a sense of restriction here which fits the intuitive understanding of having an obligation. As Ezequiel Monti puts it,

"Raz's account explains the practical stringency of obligations in terms of the duty-bearer's reasons for acting as she is obliged to, but without appealing to where the balance of reasons lies or their weight, and does so in a way that

real ones where the latter are conclusive. I am following Raz in assuming that these Kantian approaches are misguided, but I don't have space to argue for this point beyond the arguments given in the text.

⁷ Raz (2010) notes that the term 'obligation' can be used with different meanings.

nicely illuminates the sense in which obligations constrain our freedom and why they might give rise to conflicting assessments.”⁸

To assess the proposal, I want to, first, explain in some more detail what it amounts to and then explore whether it can be made intelligible within Raz’s general approach to the explanation of reasons which I will call ‘the value-based account’. According to the value-based account, a reason to act is the fact that an available action has value (and it is possible for the agent to perform the action for that reason). So roughly, the view is this: *P* has a reason, *R*, to φ if and because *P*’s φ -ing has value, and it is possible for *P* to φ for *R*.⁹ This statement applies in a straightforward way only to first-order reasons. I will say more about this later.

My question then is how protected reasons can be understood within the value-based account. But this question can be raised properly only at a later stage. I will first explore the idea of understanding obligations as protected reasons, and the exclusionary reason’s purported explanatory role. There wouldn’t be a point in asking whether exclusionary reasons fit into the value-based view of reasons, unless the concept is at least coherent and has some applications. Sections 2 to 5 will pursue these questions. In the remainder of the paper, I will then get back to the value-based view of reasons.

2. Obligations as protected reasons

Let me begin with a potential qualm about the proposal that obligations are protected reasons. It will help to understand what the view actually is. Raz’s introduction of ERs relies on a distinction between reasons to act and reasons (not) to be guided by certain reasons. But is this a sound distinction to start with? Isn’t any reason, *R*, to φ , *ipso facto*

⁸ Monti (unpublished), p. 6

⁹ The second condition is the upshot of the ‘normative-explanatory nexus’ which Raz develops in *From Normativity to Responsibility* (2011); the first is Raz’s rendering of the role of value in the explanation of reasons that he appeals to in his work throughout, at least from *Practical Reasons and Norms* (1975/1990) onwards: it is the value of the action that provides a reason, not the value of the outcome (at least not in the first instance).

a reason to φ for R?¹⁰ Put in Raz's terminology: Isn't any reason a reason we should *comply* with (= be guided by)? First and most obviously, defeated reasons aren't reasons we should be guided by. But secondly, there is nothing wrong if an agent is not guided by her reasons as long as she *conforms* to them. And yet, there is a case for guidance or compliance nonetheless: if a person is guided by an undefeated reason, she may be more likely to conform to the reason. In those cases where that is so, there is a reason to be guided by one's reasons. So an undefeated reason, R_1 , to φ , can generate a derivative reason, R_2 , to φ for R_1 . But this is a further reason of a roughly instrumental variety. Compliance – that is, acting for the reason - leads (or can lead¹¹) to conformity (i.e. acting in accordance with the reason). So the reason, R_1 , to φ is not *ipso facto* a reason to φ for R_1 .¹² Whether or not there is a derivative reason, R_2 , is a contingent matter. Sometimes, not complying with a reason might make it more likely that one φ s.

Exclusionary reasons, by contrast, introduce non-instrumental reasons not to be guided by reasons of a particular kind. Raz claims that reasons for being guided by a reason (rather than just to conform to it) can have their own rationale. They needn't derive from the reason to φ itself in the instrumental fashion described above.

The general idea is that what satisfies a reason depends on its content. A reason, R , for P to φ is satisfied if P φ s. A reason, R , for P , to φ for R is satisfied if P φ s for R . The question then is what explains the existence of reasons to φ for a particular reason, or not to φ for a particular reason, if it is not their instrumental role.

Put schematically:

¹⁰ I will use 'to φ for R' and 'to be guided by R' interchangeably here. Strictly speaking, this isn't quite right. A person acts *for* a reason only if she is guided by the reason. But one can be guided by a reason without acting for it, e.g. when the action fails. 'P φ s for R' is a success term; 'P is guided by R' is not. But nothing turns on this for the purposes of this paper. (I discuss this in more detail in Heuer (unpublished)).

¹¹ There are cases where this is not true: sometimes, acting for a reason would be self-undermining. Take Schroeder's (2007: 165f.) notorious case of a reason to go to a surprise party thrown for you.

¹² Raz develops this claim in his 'Exclusionary Reasons' (unpublished) and in 'Postscript' (1990).

- (1) P's reason, R_1 , to φ , is not by itself a reason for P to φ for R_1 , but only a reason for P to φ .
- (2) Sometimes there is a derivative reason, R_2 : to φ for R_1 . This is true in cases in which P's φ -ing is more likely, if P φ s for R_1 .
- (3) But P's exclusionary reason, ER, not to φ for R_1 - R_n , is not a derivative reason as in (2). Its rationale is not that P's not φ -ing is more likely if P doesn't φ for R_1 - R_n .¹³

Perhaps it is worth noting that the ER is also not brought in to secure some 'quality of will', as Kantian views sometimes have it. Its point is not that the action will have 'moral worth' if it is not done for R_1 - R_n .¹⁴ The negative formulation is sufficient to establish this. While ruling some reasons out as the reasons for which the agent acts, the ER is silent on the reasons for which the agent should act. As far as the ER is concerned, it doesn't matter for which reason someone acts as long as she doesn't act for an excluded reason.

3. The difference an obligation makes (and some differences it doesn't make)

A surprising consequence of Raz's view is that whether or not I have an obligation to act, compared with having only a first-order reason, makes in one sense no difference with regard to what I ought to do. The ER that protects the first-order reason does not affect the balance of first-order reasons. It makes a difference only to the considerations which should (not) *guide* my action. In one sense of 'ought', what I ought to do depends on the balance of all the reasons that bear on the situation, and not on the reasons that guide me. The balance of first-order reasons is the same, whether or not there is an ER involved.

¹³ As we will see later, the likelihood that one φ s is involved in the rationale for exclusionary reasons as one of its components. But there are other relevant considerations. Or so I will argue.

¹⁴ Arpaly (2002), Markovits (2010), et al. claim that an action has moral worth if and only if it is done for the right reasons which they understand as the reasons that make the action right. Whiting (2017) in an argument against the possibility of second-order reasons, surprisingly enough, relies on this claim about second-order reasons. Raz has no traffic with it.

What difference does the ER make then? It introduces a second ought: the agent ought not to be *guided* by an excluded reason. Take promissory obligation as an example. I promised to meet you for lunch. The balance of the first-order reasons for or against meeting you is unaffected by the promise. It may or may not be a good idea. But since I promised, some of the first-order reasons against keeping the promise should not guide me. E.g. that I'm a bit tired, or that my neighbour is having a nice brunch and suggests that I could join in shouldn't be my reasons for breaking the promise. Those are good reasons against meeting you for lunch, but they are excluded by the promissory obligation. They shouldn't guide me: I shouldn't act for them. But those reasons are not defeated or cancelled by the obligation.

There are two oughts then:

- (1) P ought to conform to the balance of all first-order reasons.
- (2) P ought not to be guided by excluded reasons.

Two scenarios and one addendum:

- (i) *The converging case.* Assume that the balance of all first-order reasons and the balance of non-excluded reasons are the same. Perhaps there is nothing I would rather do than meet you for lunch. Even without the promise, I have a sufficient reason to meet you. In that case, by excluding as a reason that I would really enjoy meeting you, the balance of non-excluded reasons tells me to meet you, just as the balance of all first-order reasons does.

The addendum: One thing needs adding here: since the promissory obligation is a protected reason, it doesn't only exclude some reasons from guiding me, but it also adds a first-order reason which is protected by the exclusionary reason. That is: the promise itself is a first-order reason for meeting you. If, independently of the promise, my only reason for meeting you is that it would be fun to do so, and that reason is excluded from guiding me, it might seem that I'm left with nothing. But there is a new first-order reason created by the promise: that I promised. So excluding that it would be fun, my reason for keeping the promise is that I promised. This

sounds about right: it is a good description of our ordinary understanding of promissory obligation.

- (ii) *The diverging case.* Alternatively, assume that the balance of all first-order reasons and the balance of non-excluded reasons point in different directions and lead to conflicting assessments. All in, I have most reason to join my neighbour's brunch, but given the promise, I should exclude the reason that the brunch would be a great occasion to get to know my neighbours and also delicious, and instead conform to the promissory obligation. In this case, the exclusionary reason 'wins' – but not on strength. The defeat is of a different kind: since the ER only tells me what I shouldn't be guided by, the first-order reasons all remain what they were (with the addition of the newly minted first-order reason that the promissory obligation supplies). As long as I am not guided by any of the excluded reasons, it doesn't matter why I'm doing what I do. But the odds are that I won't join my neighbour's brunch, because if I'm properly aware of all my reasons and respond to them, I will be aware that the reasons for joining the brunch have been excluded from guiding me.

Raz thinks that this is an accurate picture of obligations. It is not the case that obligations cancel the first-order reasons that they exclude. Our ordinary judgments reflect that. Take a case where a parent promises to base their decision about the choice of the school they are sending their child to on the child's interests alone, and not on their own interests (e.g. in having short commutes or paying only reasonable fees). If the best school for the child is one that is far away and expensive, but the parent is under a promissory obligation not to be guided by these reasons against sending their child there, there is a sense of lingering conflict. They discharge their obligation by sending the child to the expensive school, but the added cost remains a reason against it. Having to pay the high fees and organising the long commute are very real burdens that the parent has reason to avoid.

If on the other hand the balance of first-order reasons and the balance of the non-excluded reasons coincide, the situation is a lucky one: conflict is avoided. If the cheap

neighbourhood school is also the best one for the child, the parent got lucky.¹⁵ As Raz sees it, the contrast of lingering conflict vs getting lucky shows that the excluded reasons still matter. While the balance of first-order reasons doesn't determine what the agent should be guided by, conforming to it is an advantage – not just because it saves the parents time and money, but in a normative sense too: it leads to better conformity with all their reasons. After all, the parent's interests are good reasons. They are not in any way annulled by the promise.¹⁶

There is another point worth noting: it doesn't matter whether I'm guided by the reason that I would really enjoy meeting you (in the example of the lunch promise) – as long

¹⁵ Raz (1989) and unpublished paper on ERs.

¹⁶ Raz finds this confirmed by "the apparent paradox of luck through miscalculation" (1989: 1159): "Let us assume (...) the action indicated by the balance of all first-order reasons is different from the action required by the balance of the unexcluded reasons only. [The agent] (...) is acting correctly only if he disregards the excluded reasons in his deliberations. I do not mean that he must not think of them, only that he must not base his action on them. He must not act for those reasons. Before he acts, the right action to take from his perspective is the one which is indicated by the unexcluded reasons. (...) Assume that he acts correctly from the point of view of the ex ante considerations. (...) He could not conform to both the balance of first-order reasons and the exclusionary reasons if he reasons correctly." (Raz 1989: 1158f) But, Raz considers isn't it lucky if, by miscalculating, the agent conforms to the balance of first-order reasons after all, while not acting for the excluded reasons? Yes, "if the exclusion is justified on rational grounds of saving labor, time, or anxiety, which while not improving conformity with the excluded reasons, specifically make the agent comply better with reasons generally." (1989: 1159) The case is not as straightforward if "the exclusion is justified directly by motivational considerations", as in a case where a parent attempts to act for their child's interest, mistakenly, as it were, suiting their own interest instead: "what we can say is that [the parent] is lucky. Perhaps we should also say that [their child] is unlucky" (ibid.) In particular, the picture changes when there is a protected reason. The 'apparent paradox' arises when we focus exclusively on the role of the exclusionary reason. "Rules, promises, decisions, and authoritative decrees affect the outcome not only excluding certain considerations, but also by adding certain reasons to the balance of first-order reasons. How does that factor affect the case of luck through miscalculation?" (1159) Think of something like this: I promise to give you a lift home after work. Independently of my promise, there would have been a reason for you to seek suitable transport. Without my promise, the first-order reasons do not include my lift. It is not a form of public transport. So once I promised, there is the exclusionary reason that should prevent me from reneging on the offer, but there also is a first-order reason for complying, namely your reliance on now having a new means of getting home. This is a first-order reason for acting as I promised which I created by giving the promise. – The 'Normal Justification Thesis' (NJT) allows for lucky miscalculation too, when I misunderstand an authoritative directive that, in turn was based, on a misinterpretation of the first-order reasons which it was meant to take into account. I may end up conforming better to the reasons that apply to me independently in such a case by failing to act on the authoritative directive. These cases are all possible, i.e., it is possible that failing to act on the exclusionary reason is a good thing. But it doesn't show that exclusionary reasons are not, themselves value-based (nor – and this is the gist of the argument which is directed at Moore – that they would be good reasons only if they cancelled the first-order reasons that otherwise make the failure lucky. After all the luck is real!). It doesn't show that for two reasons: (1) it is part of the set-up that the balance of first-order reasons retains its normative force; (2) in the case of protected reasons, the protected reason can change the balance of first-order reasons by introducing new reasons – reasons that may be good ones to have around.

as by doing so I don't break my promise. There is a certain asymmetry here: in *breaking a promise* I should not be guided by any of the excluded reasons. But when I *keep my promise*, it doesn't matter what I'm guided by. The reason to keep the promise is not a reason to act for any particular reason, but just a reason to do as I promised, that is: it is a reason to φ , not a reason to φ for R. Thus, the exclusionary reason has only the negative implication that I mustn't be guided by certain reasons in breaking the promise. It doesn't require me to act for the reason that I promised. It only requires me not to be guided by any of the excluded reasons when I fail to keep the promise. The ER excludes being guided by the excluded reasons when they are in conflict with the promise-keeping, but not when they support it. This is what I mean by asymmetry: in the case in which the excluded reasons speak in favour of conforming to the protected reason, there is nothing wrong with being guided by them – it simply doesn't matter.

If so, the PR statement needs to be amended:

(PR_{amended}) A protected reason to φ is a first-order reason to φ , combined with an exclusionary reason not to be guided in not- φ ing by any of the excluded reasons against φ -ing, R₁-R_n. (In conforming to the obligation, the agent may be guided by any reason or none, even by the excluded reasons.) An agent violates an obligation if, in failing to conform to the protected reason, she acts for an excluded reason.

The asymmetry also requires an amendment of the second ought.

Instead of

(2) P ought not to be guided by excluded reasons,

we get:

(2') In failing to conform to a protected reason, P ought not to be guided by any of the excluded reasons.

This is now perhaps not the most intuitive way of explaining what it is to have an obligation anymore. It doesn't 'ring true'. But viewed together with the observations

that prompted it, it may well *be* true. I already emphasised that the account captures three crucial features of obligations.

Virtues of PR_{amended} , so far:

- (i) it explains how obligations differ from other reasons without relying on strength or weight;
- (ii) it allows that obligations are defeasible, and
- (iii) it introduces a way in which obligations restrain our freedom by enjoining us not to act for reasons of a certain kind – at least, as we’ve now added, when it comes to violating the obligation.

PR_{amended} also evades a couple of pitfalls:

- (iv) it doesn’t claim that the presence of an obligation magically voids (cancels, annuls or defeats) other reasons;
- (v) it doesn’t rely on any claims about ‘motivation’ or ‘quality of will’ in explaining the obligation.

Of course, one philosopher’s pitfall is another’s go-to place. In the next two sections, I will discuss what seems to me the most pressing objection to PR_{amended} .

To give you the gist of the problem, think again of a diverging case: Ann has promised Ben to help him with moving house today. Unexpectedly, she is offered a chance to see a pre-screening of a new documentary she is very keen to see. Let’s assume that, as far as the first-order reasons are concerned, Ann has most reason to see the film, but the reasons in favor of doing so (that she would enjoy it, that she is curious to see it, that she contributed to developing one of the scenes) are excluded as reasons for breaking her promise to Ben. According to (1) - i.e. the claim that an agent ought to conform to the balance of all their reasons - Ann ought to go to the screening, but according to (2), she should not do it for any of the reasons that would make it a good idea.

Above I said, most likely I will not join the neighbour's brunch because, if I am properly aware of my reasons, what would I be guided by if I did so? The same is true here: if Ann is properly aware of her reasons and conforms to them, there is no reason that hasn't been excluded by the ER which could guide her, if she were to break the promise to Ben.

The problem with this prediction is that is just that: a prediction of what will happen in an idealised case of full awareness of and responsiveness to one's reasons. It is not a claim about what Ann ought to do in this kind of conflict case. The two oughts don't tell her what she ought to do, all things considered. An objection raised by Ezequiel Monti will serve to illustrate and develop this problem.¹⁷

4. Monti's objection

Monti raises an objection against Raz's view, claiming that the 'ought' of obligation, understood as a protected reason, is too 'subjective'. Imagine, he suggests, that David promises to meet a friend for dinner, but he had an exhausting day at work and is really tired. However, those are (we assume) excluded reasons for breaking the promise. So while, on the balance of all first-order reasons, David should stay home, on the balance of the non-excluded reasons he should keep his promise and go out for dinner. Applying what we said so far, the response would be that David shouldn't be guided by any of the excluded reasons in violating his promissory obligation despite the fact that, at the first-order level, they defeat the promissory obligation. But there is no reason left standing that could guide him if he were to break the promise. The balance of non-excluded reasons stubbornly favours keeping the promise. So he should go out for dinner regardless.

But now assume that David also happens to believe that it will snow heavily that night and that it isn't safe to go out. Actually, it isn't going to snow, and there is no reliable

¹⁷ Darwall (2010) has developed a different objection to the Razian view, mainly focused on Raz's account of authority in terms exclusionary reasons. It has attracted quite a bit of attention recently, but I will not address it here (not least because authority is not my topic). For a response I basically agree with, see Enoch (2014).

evidence that it will snow either.¹⁸ But if David were to break his promise for this “reason”, he would, after all, not be acting for an excluded reason. If it were to snow heavily, that reason for staying home would defeat his reason to keep his promise. If he breaks the promise for that reason, he would be guided by a non-excluded reason. Since we assumed that on the balance of all reasons the promissory obligation is defeated, and David wouldn’t violate the exclusionary reason either, since he isn’t acting for a non-excluded reason, he would be doing the right thing. But if David’s action, based on the false belief about the snow, were sufficient to make sure that he doesn’t violate his promissory obligation, the view would be unacceptably subjective.¹⁹ Monti concludes that the protected-reasons account fails.

But this is premature. The point of introducing the false belief is not that it itself provides a reason and a non-excluded one at that. That would be a misunderstanding both of Raz and of Monti. Normative reasons are factive. Actions can be explained by false beliefs. And in a case, where the agent’s belief is supported by sufficient, but misleading, evidence, the agent may even be rational. But acting on the basis of a false belief is nonetheless not acting for a normative reason. So David should keep his promise since the false belief does not change that.

Similarly, a parent who mistakenly, but not unreasonably, believes that the neighbourhood school is best for their child would fail to discharge their promissory obligation to act only on the basis of the child’s interests. Even though they wouldn’t be guided by excluded reasons (thinking only about what is good for the child), they

¹⁸ If there were reliable evidence that it will snow, then, even if in the end it doesn’t, David would be justified in breaking the promise. But in Monti’s example, his belief is based solely on his unreliable neighbour’s say-so.

¹⁹ As Monti puts it: “The curious fact is that if David were to stay at home for the (supposed) reason that it will snow heavily, he would conform both to the balance of first-order reasons, and he would do so without acting for an excluded reason.” (7) – Monti raises a second objection to Raz’s view, namely that the agent-relativity of ERs doesn’t allow an appropriate explanation of when and why others are warranted to demand performance when someone violates their obligations. Monti is of course right that the ER itself (as well as the reason it protects) are in certain sense agent-relative: that I promised to ϕ puts me (not you) under an obligation to ϕ . But I don’t think that this is an obstacle to explaining which kinds of demands from others are warranted. If I am about to break my promise, the promisee has a reason to demand that I keep it. After all, my obligation is owed to the promisee. I see also no reason why others couldn’t demand my performance on behalf of the promisee. For a detailed discussion of (promissory) obligation and agent-relativity, see Heuer (2011).

would nonetheless arrive at the wrong conclusion. They would be breaking the promise not because they are guided by excluded reasons, but because they are mistaken about their reasons. Such mistakes can be excusable or even justifiable in certain cases. But that doesn't change what the agent ought to do.

The problem now is that this response to the examples is one that gets the protected-reasons account into trouble.²⁰

David, in Monti's example, violates the obligation when he stays home while doing what, on the basis of all first-order reasons, he has most reason to do. But he doesn't violate the obligation because he acts for an excluded reason. Hence, if he violates his obligation, the protected-reasons account doesn't offer an explanation why that is. After all, David doesn't violate either one of the two oughts. Why does he violate the obligation then? Earlier in *PR_{amended}*, I said 'an agent violates an obligation if, in failing to conform to the protected reason, she acts for an excluded reason'. But David doesn't do that.

This is not a marginal case. Here is one more example of a slightly different kind to illustrate the breadth of possible cases.²¹ Imagine, Sophie, who is a doctor undertaking a complicated treatment of one of her patients. It involves a number of necessary and important examinations and tests before proceeding to surgery. Sophie has an obligation to conduct each of them, but she simply forgets about one. So she fails to conform to her obligation, but not for a reason that was excluded. After all, forgetting to do something isn't acting for a reason at all. Thus the case is (or might be) one of culpable negligence.

But can the Razian account explain why that is? Sophie doesn't violate (2'). I haven't said anything that allows us to judge whether she violates (1). We could fill in the first-order reasons either way, but it seems clear that Sophie violates her obligation even

²⁰ Monti's 'too subjective' allegation is therefore a misnomer. It is clear, on the Razian view, that the false belief doesn't provide a reason. The account would be 'too subjective' only if it did.

²¹ The example was suggested to me by Lucas Miotto.

without telling a full story. (1) was Raz's reason for claiming that the exclusion concerns only what the agent is guided by and doesn't change their reasons. That, he said, allows us to explain why in cases in which someone mistakenly fails to act on the balance of non-excluded reasons, but without acting on any of the excluded reasons, can be normatively 'lucky': they may yet conform to the balance of all first-order reasons, and that at least would continue to count in favour of their action. But there is an important piece missing here: whether or not Sophie's negligence is in any sense 'lucky', one thing is sure: that she violates her obligation despite not acting for an excluded reason.

In cases where the balance of all reasons doesn't support discharging the obligation (divergent cases, as I called them), the two oughts, (1) and (2'), don't tell the agent what they ought to do. They ought not to act for an excluded reason, alright. But they also ought not to conform to the balance of all first-order reasons.

5. Solving the problem

I want to present the problem in a more general form. Recall the two oughts that are supposed to live side-by-side:

(1) P ought to conform to the balance of all first-order reasons.

(2') In failing to conform to a protected reason, P ought not to be guided by any of the excluded reasons.

What is it that P ought to *do* in a conflict case? Conform to the balance of first-order reasons while not being guided by any of the excluded reasons. But that doesn't tell P what she should do when that's not possible, when there is a conflict. Furthermore, as we have seen in the previous section, cases which satisfy both (1) and (2') can be clear cases of violating an obligation. In describing the examples I have sometimes, without alerting you to this, snuggled in a third ought. In a way, it is needed to explain what a conflict case is, what kind of a conflict it presents. I introduced the conflict earlier as one where the balance of all reasons and the balance of the non-excluded reasons are come apart, relying on:

(3) P ought to conform to the balance of non-excluded reasons.

(3) does answer the question what P ought to do in a conflict case. It also explains why David violates the obligation when he acts for his “reason” as his false belief doesn’t change the balance of the non-excluded reasons, which favours keeping the promise. His action does not violate either (2’) or (1). If it is nonetheless wrong, it is because it violates (3). But (3) is in tension with (1), since the balance of all first-order reasons and the balance of non-excluded reasons can come apart. The diverging cases are precisely the cases where they do come apart.

While (3) points to a way of solving the problem, it is in tension with (1). so perhaps abandoning (1) and embracing (3) would solve the problem. But here is the real problem now: it is rather unclear whether (3) is compatible with the Razian view (and it is also unclear whether we should abandon (1) – I’ll come back to that point later). Here is the problem with accepting (3):

If we embrace (3), what becomes of (2’)? (2’) is the beating heart of Raz’s account. But it doesn’t seem to be needed anymore. If we accept that what a person ought to do is determined by the balance of non-excluded reasons, it doesn’t matter whether the person acts for the excluded reasons or not. Perhaps this is obvious, but in case it isn’t let me explain: If the agent acts for an excluded reason thereby violating the balance of non-excluded reasons, her action is wrong simply because it violates the balance of non-excluded reasons. It is wrong by our newly inserted (3). We don’t need (2’) to explain why. If, on the other hand, the agent acts for an excluded reason while conforming to the balance of non-excluded reasons, her action is right, because of the asymmetry noted earlier: even if I keep my promise for the reason that the promised action is fun (i.e. for an excluded reason), I’m still acting as I ought to. Either way, if we introduce (3), (2’) becomes redundant. Because of this, the suggestion is a larger departure from the Razian view than it might appear at first blush.

Furthermore, (3) does not concern the reasons that an agent is guided by. It concerns what she ought to do. It does not involve second-order reasons. So once we introduce (3), the appeal to second-order reasons seems altogether redundant, and protected reasons view which relies on ERs, collapses.

Curiously, Raz seems to embrace something like (3) nonetheless:

“Let us assume (...) the action indicated by the balance of all first-order reasons is different from the action required by the balance of the unexcluded reasons only. [The agent] (...) is acting correctly only if he disregards the excluded reasons in his deliberations. I do not mean that he must not think of them, only that he must not base his action on them. He must not act for those reasons. Before he acts, the right action to take from his perspective is the one which is indicated by the unexcluded reasons.” (Raz 1989: 1158f)

Saying “the right action to take from his perspective is the one which is indicated by the unexcluded reasons” is not unlike saying that the agent ought to act on the balance of non-excluded reasons. Can (3) be reconciled with the protected reasons view after all?

5.1. *The rationale for (3)*

There are at least two ways of arguing for (3): We could try to make a case that (2') is true because (3) is – i.e. we shouldn't be guided by certain reasons (= 2') because not being guided by them necessary for acting on the balance of non-excluded reasons.²²

²² Moore (1989) suggests to distinguish between a 'motivational' and a 'justificatory' interpretation of exclusionary reasons, roughly: on the motivational interpretation certain reasons are excluded from guiding the agent; on the justificatory view they are excluded from justifying the action. Raz (1989), responding to this suggestion, makes clear that he rejects the justificatory interpretation. Adopting it would, however, open an avenue to establishing (3) independently of (2'). The idea is that certain first-order reasons are cancelled when there is a protected reason. In that sense, those first-order reasons are excluded. If so, (3) is the balance of the reasons which are not cancelled. On this route, (3) could be established quite easily - provided there is a counter to the objections to this approach raised by Raz (1989) as well as by Moore himself (2000 and unpublished). Just to mention one (let me call it “the no magic objection”): Obligations, whatever they are, can't spirit other reasons away. They can't make it the case that something which is of value ceases to be so. Think of the parents' interests in the school case: having a promissory obligation cannot make it the case that the parents' interests become irrelevant. I can't take this discussion further. But since it is a radical departure from the Razian view, and I still hope that I can defend the view in its original form, there is, as yet, no need to pursue this line. For an attempt to develop a 'justificatory' view, see, however, Adams (2021).

But this would be abandoning the Razian project. It would require making the case for (3) independently of (2'). And it would probably also change the meaning of 'exclusion'.

Alternatively, we could try to show that (3) is based on (2') – i.e. we should act on the balance of non-excluded reasons as a way of not violating (2'). This is compatible with the Razian approach. But it is not entirely straightforward. (3) is a stronger claim than (2'), i.e. (3) entails (2'), but not the other way around. So there isn't a simple route.

In the quote above, Raz introduces 'from the agent's perspective', i.e. the perspective of an agent who reasons correctly and is aware of all her relevant reasons. So let me bracket the cases of false belief or forgetfulness I considered earlier. From the idealised agent's perspective then, she knows what the excluded reasons are and that she shouldn't be guided by them. Her deliberative question – 'what should I do in this situation?' – is *in this perspective* a question about the reason(s) that should guide her. She is seeking to determine what to do, and the conclusion in turn will be based on her reasons. Assuming that she is aware of her exclusionary reasons, those reasons must be the non-excluded reasons. So she should act on the balance of the non-excluded reasons. We can then establish (3) as an ought that appears from the perspective of an agent who is guided by the ought in (2'). In this way, (2') can provide a rationale for (3). Here are the steps again:

- i. Stipulate a person, P, who is fully aware of her reasons and reasons correctly.
- ii. P deliberates what to do in a situation where she has reasons for breaking a valid promise: she seeks to answer the question, Q, 'should I keep my promise to φ ?'²³
- iii. The answer to Q could be: 'I should φ ' or 'I should not φ '.²⁴

²³ This is just an example. I use it only to avoid the somewhat unfelicitous 'should I discharge my obligation?' which, in this form, probably no one asks themselves.

²⁴ It could also be an intention: 'I will (not) φ '. I'm keeping to 'should' here to keep it simple, i.e. to stay with reasons rather than introducing a new concept whose relation to reasons and reasoning would need further discussion.

- iv. P rationally concludes that she should ϕ , if her conclusion is based on the balance of the reasons for and against ϕ ing: if (as she sees it) she has a sufficient, undefeated reason for ϕ ing.²⁵
- v. To reach a conclusion, P must establish the balance of the reasons.
- vi. P is aware that she must not be guided by any of the excluded reasons (from (2')).
- vii. P must base her view of the balance of reasons on the non-excluded reasons only.
- viii. In answering Q, P must rely on (3): 'I ought to act on the balance of the non-excluded reasons'.

So from the perspective of an agent who doesn't make any mistakes in recognising and responding to her reasons there emerges our third ought. It arrives as a consequence of following the second ought (together with some further assumptions, (iv) and (v), which seem to me innocent).

Recall Ezequiel Monti's worry that Razian obligations are 'too subjective'. Might this find another foothold here? If the ought of obligation is based on the agent's perspective, is it thereby 'subjective'? I don't think so. If (3) is based on (2'), it is thereby based on a premise about guidance: about what shouldn't guide the agent in violating her obligation. 'Guidance' brings in the agent's perspective. But the highly idealised agent P does not introduce any kind of interesting, or even individual, subjectivity.

5.2. *What happens to (1)?*

Since (3) is in tension with (1) in diverging cases, should we abandon (1)? Following the argument I just rehearsed, (1) needn't be abandoned. From the agent's perspective, only (3) can be the basis of her action. The agent cannot turn to (1) in deliberating what to do – not without ignoring (2'). If (1) stays in play, it may do exactly what Raz wants

²⁵ It is possible to act on insufficient or defeated reasons, e.g. when one acts akratically. Hence, the qualification 'rational' above. The qualification 'as she sees it' only indicates that rationality depends on the agent's evidence and awareness of her reasons. But since I have stipulated all distortions away, it doesn't make a difference in this case.

it to do: it explains a sense of lingering conflict in diverging cases, and it explains why some mistakes that agents make count as lucky whereas others do not.

This, I hope, solves the problem. In the remainder of the paper, I will address the question I started with: can the view of obligations as protected reasons be squared with the general value-based view of reasons?

6. Protected reasons and the value-based view

As explained at the beginning, I want to show how obligations understood as protected reasons fit in with the general account of practical reasons that Raz relies on, the value-based view. Roughly, the view is that a person has a reason to φ if her φ -ing has some value, and she is (in a sense to be explained, albeit not here²⁶) able to φ for the reason. Capturing the view in a simple formula, we get: P has a reason, R , to φ if P 's φ -ing has value, and it is possible for P to φ for R .²⁷ This is a rough take on ordinary first-order reasons. Protected reasons cannot be explained in this way, at least not directly, since they involve second-order reasons.

Protected reasons can be reconciled easily with the value-based view if they are introduced via the Normal Justification Thesis (NJT) which is Raz's account of the justification of authority. I mention it only to set it to aside. According to NJT, a person should not be guided by the reasons that have been (or should have been) considered by the authority who issues a directive. Those reasons are not cancelled, but they should not be considered for a second time when someone who is subject to an authority decides whether or not to follow its directive. Hence they are excluded. NJT fits with the value-based view because an authoritative directive is justified if, by following it, you will conform better to the balance of reasons that apply to you independently than you would do by figuring out what to do under your own steam.²⁸ No doubt, if you conform better to the balance of reasons that apply to you that's a

²⁶ I spell out my understanding of the view in 'Value-Based Reasons' (unpublished)

²⁷ Raz (1990), Raz (2011), Raz (2022) et passim.

²⁸ For what it's worth, the claim is *not* that if someone would conform better to reasons that apply to them independently by following a directive, that directive has practical authority. Epistemic authority is often of this kind, but it is not a form of practical authority. Confusions about those two have played out in recent discussions. For a response, see Raz (2010) and Enoch (2014).

good thing. Here it seems that the 'ought' of (3), of conforming to the balance of non-excluded reasons, simply derives from (1), the ought of conforming to the balance of all reasons. But since authority is not my topic, I will not venture into exploring whether the view lives up to its promise.²⁹

The main point here is that the reconciliation of protected reasons with a value-based view of reasons that NJT affords does not apply to our case, i.e., ordinary, non-legal obligations, because there the exclusion is not based on the fact that certain reason have been considered already.³⁰ But what is it based on then?

A general remark on methodology: my ambition here is *not* to show that ERs can be made to fit with the formula I stated above in describing the value-based view as it applies to ordinary first-order reasons. The value-based explanation of the exclusion should be understood, using Miranda Fricker's (2016) terminology, as a variation of a paradigm. Or putting it in Raz's words, the interest is not in "providing necessary and sufficient conditions, but in identifying central cases, and the lessons we learn from them" (2022: 279). The central, paradigmatic case of a reason is that of an first-order reason which is explained by the value of the action for which it is a reason. Other reasons such as obligations must be understood as variations of this case, preserving the explanatory link to value, but possibly in a different way. There can be a gap between the bindingness of an obligation, and the value or desirability of the action which discharges the obligation.³¹ The aim is to show that the gap is bridgeable.

6.1. *Which reasons are excluded anyway?*

²⁹ But see Enoch (2014) for some pertinent doubts.

³⁰ Perhaps there are some cases (other than the explanation of authority) where NJT can get a foothold, e.g. cases where an agent has a reason not to act for certain reasons because she is tired or exhausted. Possibly, by following the ER, she will comply better with her reasons than she would have done had she considered the case on its merits. (At least this seems to be Raz's view in Raz (1990).) Perhaps there are even cases of obligations where reasons are excluded because they have been considered already. This may be so for some professional duties. But in our central case of ordinary moral obligations neither of these options is relevant.

³¹ "Normativity is ultimately based on evaluative considerations, but in a way which leaves room for a normative gap." (Raz 2001a: 8) "[T]he gap is not absolute, nor could it be. When we ask 'what makes rules bind?' the answer will revert to evaluative considerations." (Raz 2001a: 7) This is from Raz's paper 'Reasoning with Rules', hence speaking about the role of rules, but I think the same can be said about obligations.

Raz doesn't say much in answer to this question beyond some remarks that obligations exclude reasons which are conditional on inclinations or preferences.³² Possibly, the answer to the question which reasons are excluded is domain dependent. Which reasons are excluded by a judge's application of the law is a legal matter; similarly, which reasons are excluded by professional obligations depends, in part at least, on the profession in question. Those reasons may well include reasons which are not based on the agent's 'inclinations and preferences'. A bus-driver, for instance, should exclude certain reasons stemming from the interests of their customers. It may be in the interest of a customer that the bus stops in front of their home, where there is no bus stop. The bus-driver should not stop there, at least not for this reason. But the interests of others are of course not generally excluded when a person considers whether to discharge an obligation. Perhaps the precise shape of the exclusion has to be explained in quite a fine-grained way, depending on what kind of obligations are in question.

Is there anything special about reasons that are "conditional on the agent's inclinations or preferences" that leads to their exclusion? On an internalist view of reasons³³ *all reasons* are conditional in this way. But on the value-based view I'm working with here, it is not obvious that there are *any* reasons that fall under this description. I'm not sure that there is a convincing rationale for the focus on reasons that are conditional on preferences and inclinations (assuming there are such reasons, even on the value-based view³⁴). I will therefore not assume that all or only such reasons can be excluded.

6.2. *The role of obligations in social interaction*

Any narrowing of the pool of reasons makes it more predictable for others what a person will end up doing. E.g. if you knew that I will determine my mode of presenting a paper based on environmental considerations alone you may be in a good position to predict that I will opt for a Zoom meeting. Excluding reasons which are conditional on

³² Raz sometimes speaks of 'categorical protected reasons', explaining that duties are reasons "whose application is not conditional on the agent's inclinations or preferences" (2010: 291, et passim).

³³ E.g. Williams (1981)

³⁴ On the Razian view, this may be primarily reasons for 'engaging with value' – e.g. for reading a novel, seeing a film, etc. Those reasons have subjective conditions if and because the successful engagement depends on inclination, sensitivity, or desire. See, e.g., Raz (2001b, chapter 4 et passim).

inclinations or preferences has a similar effect. It allows others to have a better epistemic grip on what a person will do – at least in so far as they conform to their reasons. This allows us to capture a further commonly acknowledged feature of obligations: by and large at least, we expect people to conform to their obligations, and (in many cases) if they fail to do so, the person to whom the obligation is owed (provided that it is owed to someone) has a complaint. That is yet another way in which obligations are different from first-order reasons. But it must be compatible with the already noted feature that obligations are defeasible. Whether an agent will have all-things-considered reason to conform to their obligation is more easily predictable for others if certain reasons are excluded as reasons for which they act – especially if the excluded reasons are harder to gauge from a third-personal perspective, because they are somewhat idiosyncratic or personal in nature.

Thus, the value of excluding reasons of this kind could be the predictability of the action for others. It points to the value of obligations in a social context. Someone stranded on a lonely island would still have reasons to act in certain ways, but presumably no obligations.³⁵ Obligations play a distinctive role in shaping social interactions, and for solving coordination problems. The predictability that the protected-reason account provides can explain why they are suited for the role.

I'm not sure how much more can be said about the scope of the exclusion in general. Specific obligations, however, have a firmer shape and allow for a more substantive explanation of the exclusion. For this reason, in the final part of this paper, I will look, as an example, at a kind of obligation that is sometimes seen as being particularly impervious to a value-based explanation: that of promissory obligations.

7. Explaining promissory obligations

Some kinds of obligations seem to be particularly resistant to a value-based account. Take promissory obligation again: being a voluntary obligation, promissory obligations

³⁵ This is actually not quite right. After all, there are also obligations towards non-human animals, and perhaps obligations regarding the environment which cannot be explained in the way I just sketched, at least not directly. But this is a matter for another occasion.

can make actions obligatory which don't seem to have any value. Raz in particular has developed an account of promising according to which the promissory obligation does not depend on the value of what has been promised – it is in this sense 'content independent'.³⁶ For this reason, Kiesewetter (2022), for instance, casts promissory obligation as the main case in which the value-based explanation fails, and (as he sees it) Raz's view becomes incoherent. But does it really follow that the value-based view cannot be plausibly extended to explaining promissory obligations?

A value-based view can take different routes. One (that has been championed by Raz) is that the value which explains the promissory obligation is the value of having the normative power to create obligations for oneself. There is value in the ability of creating a bond between the promisee and the promisor at will. Promises are directed obligations, owed to the promisee, and in that way they are ways of binding oneself to another voluntarily. Being able to do so, being able to forge special relationships of this kind, is in itself a good thing. On this view, it needn't be each exercise of the ability to create obligations at will that has value, but rather having the ability - the freedom (if you like) - has. One cannot have the ability without being able to exercise it and exercising it may sometimes be of value in different ways (beyond creating a special relationship). But it needn't be. Any appropriate exercise of the normative power creates an obligation. Having the normative power has a value-based explanation: we have it because it is of value that we have it (within limits which are determined by its value). Having the ability is of value because being able to bind oneself to others is. Raz (1972 and 1977) has taken this route.

Is this perhaps all we need?³⁷ And can the strategy be generalised? That is: might it be true that a person has an obligation to act in a certain way if it is good that she has such an obligation? Having an obligation means having a protected reason where the scope of the exclusion would depend on the value of having an obligation of that particular kind (shaped by the exclusion in question). If this is the right way to go, then

³⁶ Raz (1972; 1977; 2022, chapter 8).

³⁷ Taken together with the remark on methodology at the beginning of section 6 it is sufficient to answer Kiesewetter's objection.

the value of having an obligation of a certain kind should also explain which reasons are excluded. In general, this strikes me as the right kind of approach. But it needs to be tested and spelled out in much more detail and for different kinds of obligations – a task I will not even begin to pursue here.

7.1. *The explanation modified*

Raz later noticed that the value of the ability to bind oneself cannot be a complete explanation of the promissory obligation (Raz 2022, chapter 8).³⁸ Here is why:

If promising creates an obligation, then the bond exists whether or not the promise is kept. If the ability to create the directed obligations is valuable (and its exercise leads to having put oneself under an obligation), what kind of reason is there for keeping the promise? What determines its strength or importance?³⁹

In his most recent discussion, Raz claims that there is a reason for keeping a promise, hence a promissory obligation, only if keeping the promise is in the interest of the promisee. As he puts it, promises are ‘for the promisee’. The main reason for this modification (or clarification) is this: promissory obligations can be more or less weighty, as the case may be. Throughout I used the example of a lunch promise to show that some promissory obligations can be easily defeated by other, weightier reasons. I assumed that it is an example of an obligation that is not particularly weighty. But what determines its weight? Presumably its content - not just the importance of the subject-matter it concerns (having lunch with you), but its importance for you (the promisee).

³⁸ For a detailed analysis of the change between the earlier and later accounts, see Ronquist (unpublished).

³⁹ The issue arises with particular force for Owens’ (2012) view – the one that Raz discusses in the paper (2022). According to Owens, promissory obligation is explained by the “authority interest” of the promisee which consists in having authority over the promisor’s action once they have put themselves under an obligation. Nothing turns on discharging the obligation here. After all, the promisee has ‘authority’ (the right to demand performance or complain in the case of non-performance) whether or not the promisor acts as promised. If giving such authority to the promisee is the very point promising, broken and kept promises realize their value in precisely the same way.

On Raz's earlier view, it is possible that there is a promissory obligation to act in a certain way when there is no value whatsoever in doing so: the promisee doesn't care, they don't rely on the keeping of the promise, the relationship between the promisor and the promisee is marred by lack of trust (the promisee accepts the promise only to confirm their view that the promisor is untrustworthy), and so on. David Owens coined the expression 'bare wronging' for the breaking of a promise whose keeping is in no one's interest. There is no value in keeping the promise, and no disvalue in breaking it. But if the breaking of a promise is a 'bare wronging', what would be its weight vis-à-vis conflicting reasons? Might it be a 'weightless' reason? A weightless reason would presumably be a reason that cannot defeat any other reasons nor can it justify the time and energy needed for acting on it. So it is perennially defeated. If there is any reason for breaking the promise, it would be sufficient to defeat the weightless promissory obligation. And the costs of acting (time, energy, resources) always provide such a reason. According to Raz (2022), there can be no reasons of this kind. This is why he amended the earlier account.

The promisee needn't have a deep interest in the promise being kept, but there must be one. A promise, given to bind oneself, when the promisee doesn't care one way or another wouldn't create an obligation. If this is right, then the value of promise keeping and thereby of the promissory obligation is explained, in part, by the promisee's interest.

The argument strikes me as convincing. But earlier, I said that promissory obligations are content-independent. What becomes of this claim? It is compatible with Raz (2022) insofar as it remains true that the content of a promise cannot, by itself, explain why a promise is *valid*. It must be an appropriate exercise of the normative power.

Presumably, it is the content of a promise anyway that explains why the promise is *invalid* (e.g. if the promised action is a heinous crime). If this is granted then the current step is a small one: if a promise is of no interest to the promisee, it is because of its content. If it were to create an obligation, it would be a weightless obligation. Together with the claim that there can be no bare wrongings or weightless reasons, the content explains why some exercises of the normative power fail to create an obligation.

If this is right, then the resulting view of promissory obligation links it to the previous remarks about the role of obligations in shaping social interactions: Promising is a special way of providing assurance to others. But the promise is not, by admitting the promisee's interest, reduced to other ways of providing assurance, e.g., by explaining to someone that one has very good, or conclusive reasons to act as one says one will.⁴⁰ Promising consists in voluntarily creating an obligation for oneself. The exercise of the normative power remains crucial. But the obligation will not come into existence unless the exercise of the normative power serves the interest of the promisee.

The value-based explanation of promissory obligation comes in two parts: (1) being able to forge bonds and special relationships with others is good. (2) The weight of the promissory obligation is determined by the importance of assuring the promisee or serving their interests in some other way.

But why should the promisee's interest be protected at all? Saying that there is a reason for keeping the promise only if the promisee has an interest in the promisor's acting as promised is like saying that the interests of others provide reasons for me – that's hardly news! That kind of a reason would have been there without the promise. One reason why assurance accounts fail to make sense of promissory obligations is that the promisee's interest in the promisor's action can exist independently of the promise and is a reason independently of the promise. But it doesn't create an obligation where previously there was none. So without the protected reason, we don't even get to anything approximating promissory obligation. The reason for drawing attention to the promisee's interests is not that it, by itself, explains the promissory obligation – it doesn't. But it rules out the possibility of having an obligation when there is no such interest. Promising creates a promissory obligation only if there is something to be protected here. Promises which have the form of a valid promise but protect nothing worth protecting don't provide reasons to keep the promise either.

⁴⁰ See Kolodny & Wallace (2003) and Lewinsohn (2021) for critical discussions of the idea that assurance can explain promissory obligation.

To explain why the promisee's interest is protected we need to return to the first step. The protection is a way of forging a bond, a special relationship. In this way, promises can reinforce or strengthen friendships and other relationships.⁴¹

But the interest of the promisee might explain the scope of the exclusion. Promises assure the promisee that their interests will play an important role among the considerations that guide the agent. If I promise you to φ , your interest in my φ -ing will not just be weighed in the balance, competing with my own interests in φ -ing or not φ -ing, as it may be. As far as interests go, yours carry the day. This explains why my 'preferences and inclinations' are excluded. The exclusion secures that the promise is 'for the promisee'. Since this is the value-based consideration that explains the obligation, it also determines the scope of the exclusion.

So while the explanation of the obligation is not an application of the formula – that is: it is not the value of the action alone that explains why there is an obligation – the explanation nonetheless relies on value throughout: the value of having the normative power to promise, and the value of assuring the promisee in the particular way in which promises do this.

Raz rejects the claim that the particular ways in which obligations provide reasons needs to appeal to any value-independent, deontic form of normativity. Instead, it requires explaining the point of the exclusionary reasons involved and then "all can be explained on the assumption that the normative derives entirely from the evaluative, that reasons depend exclusively on values." (2001a:14)⁴²

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⁴¹ See Shiffrin (2008), Owens (2012) and (2022).

⁴² I'm thankful to the Trident discussion group for ploughing through a very early version of this paper with me. I learned a lot from comments by Ezequiel Monti, Lucas Miotti, Andreas Vasiliou, Kumie Hattori, Hrafn Asgeirsson, and Simon Palmer. I am also immensely grateful to Michael Moore and David Enoch whose trenchant comments on an earlier draft led to a complete overhaul of large chunks of it.

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