

## **Interpersonal Obligation in Joint Action**

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### **1. Joint action and the ties that bind**

Having just eaten oysters on a small hill overlooking a beach, I toss the shells on a pile go on my way. Eating oysters here is quite popular. The hill that is a nice spot for a picnic turns out to be made of shells discarded by those who have come before. It might be said that I along with others have made a large midden. But this is not something that we do jointly in any robust sense. The midden is, rather, the accretion of countless individual acts, performed independently of one another. Whereas, we might imagine many individuals jointly deciding to create a pile of shells as a monument, and together setting about to do this. Here, what each individual does is *not* independent of what the others do; they are acting *collectively*. The jointness of the monument building, absent in the midden making, would seem to have something to do with how the agents involved are related to one another. If so, what integrates participants in joint activity? What is the nature of the ties that bind us when we act together?

Joint action necessarily involves some level of coordination between the contributions of the participants; we could hardly be walking together if we constantly trip and fall over one another. Might the integration of participants be understood, then, simply in terms of the coordination they exhibit in their behavior? This won't do for a couple of reasons. First, it gets wrong the order of explanation. Joint action is an achievement, something brought about by the shared agency of the participants. On the one hand we have the participants and how they're related. On the other, we have the joint action and the coordination essential to it. These are distinct. The former that explains the latter, and not the other way around. Second, coordination is often exhibited by individuals each of whom is acting on his or her own. For example, the bustling of shoppers on a crowded sidewalk is coordinated in that hardly anyone collides with any one else. But there is no joint action here; no one in the crowd is bound in any special way to anyone else.

If the integration of participants in joint action is not just a matter of coordination, how should it be understood? A variety of proposals point to the psychology of the participants: some distinctive attitude they have in common, or the special ways in which the attitudes of different participants mesh into a coherent outlook and plan of action, or the way in which each participant identifies with the group and thinks about what to do from the perspective of the group, etc. Yet other proposals incorporate social facts, such as the presence of collective decision procedures ensuring some modicum of group level rationality, or governance by social institutions regulating the interaction of individuals in specific contexts.

There are insights behind both psychological and social/institutional approaches to cohesiveness or integration of agents in joint action. But I will set them aside here without

prejudice, and focus instead on an influential approach that emphasizes the more distinctly *normative* relationship between participants—the obligations or commitments one has when acting with another.

## 2. Mutual obligation

a. Suppose A and B are engaged in some joint action, say patching a leak in a cistern and preventing further loss of water. Given that they're doing this together, it is suggested that each has an obligation to do her part. A is not at liberty simply to walk away from the project. Likewise for B. This obligation is distinctive in that it does not derive from the obligatoriness of the action in question. Thus, A and B are obligated even if what they're doing together is something entirely optional, like a stroll (to invoke an example from Gilbert 1990) or some other idle diversion. Being subject to this obligation is what distinguishes A, for example, from some non-participant C. C, of course, may be subject to *other* obligations that pertain to what A and B are doing. Perhaps A and B are having serious difficulty in their repair work and this is an urgent matter, like preventing the waste of water in times of desperate drought. In this case, C might have some duty to help. Or, imagine instead that there is no emergency here, but that C has promised someone that she would contribute to the project A and B are undertaking. Here, too, C might have an obligation. But if nothing like this is the case, then what A and B do is not C's concern, and C has no obligation regarding it. Whereas, the simple fact that A and B are engaged in repairing the cistern *together* is thought to entail that each is subject to the distinctive obligation. Thus, Gilbert says of individuals engaged in the joint action of walking together that, "they will understand that each has an *obligation* to do what he or she can to achieve the relevant goal." (1996, 184)

b. This obligation is often characterized in terms of doing one's part in joint action. But this is not to say that one's part is always clearly defined or that it cannot change over the course of the activity. For example, A's part in the activity might be to repair the cistern while B's is largely to capture the spilling water. But if B has some difficulty, A might have to take on assisting B for example by fetching some buckets.

c. More contentious is whether one is obligated to do one's part in joint action *understood as such*. In walking with another, one is obligated to keep pace with her. A natural reading of the obligation is that it requires a performance on one's part – namely, that of keeping pace. A stronger reading requires in addition that one *regard* one's performance in a certain light – as a contribution to joint action. Gilbert might be interpreted this way when she says each participant "understands" that each

has the standing to demand that he act in a manner appropriate to their joint activity...They will understand, moreover, that [a participant] has this standing by virtue of her participation with [the other] in the joint activity of walking together. (Gilbert 2006, 104; see also 105-6.)

And, speaking of the related notion of shared intention, Gilbert says

...an adequate account of shared intention will entail that each party to a shared intention is obligated to each to act as appropriate to the shared intention in conjunction with the rest...I take it as read here that the account should be such that the parties to the shared intention will understand that they have the stated obligations, and that they understand that this is so as a matter of what a shared intention is. (Gilbert 2009, 175)

If the obligation requires seeing one's performance as a contribution to joint action, then fulfilling this obligation would require one to have some understanding of joint action as such. But many lack the conceptual sophistication that this entails—young children, for example. It's unclear, then, that such individuals can be held subject to this obligation. This would imply that young children cannot engage in joint action. But it is clear that they do. So, if obligation is what binds participants in shared activity, it should be articulated in a way that would not require too much sophistication on the part of the individuals involved. Participants should, of course, display some sensitivity in their behavior to playing a role in shared activity. But to require that they understand it as such would rule out joint action for many who do, in fact, engage in it.

d. Another issue concerns what it takes to modify the obligation, or to be released from it altogether. According to Gilbert's *concurrency criterion*, this cannot be done unilaterally. The idea is that one cannot "without fault" withdraw from (or substantially modify) shared activity unless every other participant concurs (Gilbert 1990; 2009, 174; 2006, 106-15).

The concurrency criterion might be too strict. Some joint action is fluid, forming spontaneously and dissipating just as easily. At a large reception individuals circulate amongst a number of group conversations without seeking permission from all or even any of the individuals involved, and no one is thought to be at fault. Friends may also jointly engage in episodic or recurring activity, such as that of having regular lunches or an exchange of letters. But over time the lunches or letters become fewer and farther between, and finally break off entirely. People grow apart. Was there ever a point that release was granted? Is anyone at fault? Finally, there are also cases where joint action involves consent and it is important for the parties that each individual may on her own withdraw consent and thus bring the joint activity to a close. This is particularly important in cases of intimacy. Sexual intercourse with another is, usually, a form of joint activity. But it is one that allows for—indeed one for which we demand—the possibility of unilateral withdrawal by the revocation of consent.

We might try to accommodate such points by qualifying the concurrency criterion. For example, we might say that unilateral withdrawal is disallowed *absent special background understandings*. It might be added that the individuals involved may be party to some social convention that permits unilateral withdrawal or modification even without any specific agreement. (Gilbert 2006, 110; 2009, 174, noting Bratman 1993)

Relatedly, Gilbert notes how different conventions might be prevalent in different societies. Societies that emphasize personal freedom and autonomy may have conventions that allow more occasions for unilateral withdrawal. And patriarchal societies might countenance

gendered asymmetry in the extent to which one is subject to concurrence of one's partners for withdrawal.

The suggestion about special background understandings and societal conventions affecting the concurrence condition may allow Gilbert to accommodate the sorts of cases mentioned above. But it raises a dilemma for her. The concurrence condition is fundamental to Gilbert's understanding of joint action. But how can what she takes to be essential to joint action simply be legislated away in some circumstances with the remainder still counting as such? Whatever account we do give for why we *still* have joint action in these cases could very well apply in all cases of joint action and thus displace the Gilbert's initial characterization of what it for something to count as joint action. On the other hand, if one insists that such cases don't count as genuine joint action, then what are we to say about them? Why do they appear to be done jointly? For example, consensual intimacy that one can unilaterally end sure can seem like joint activity and not merely in a superficial way; if it is not, what would account for its similarity to genuine joint action?

The concurrence requirement therefore might be overly strong as a condition on how participants in joint action are related to one another. Might something weaker do better? For example, it might be that one might unilaterally withdraw from joint action if one judges that one has good reason to do so. Perhaps one might owe one's partners some warning, an apology or an explanation, and maybe even some sort of compensation. But, on this alternative, it would not be necessary to secure their concurrence. Being able to revise one's participation does not mean that one is at liberty to revise for no reason at all. So, allowing for unilateral withdrawal with good reason need not be at odds with the fundamental insight of the obligation criterion – namely, understanding the relatedness of participants in normative terms.

Even if unilateral withdrawal is permissible for good reason, this doesn't mean that concurrence or the power of release is without theoretical significance. As we will see below, it is one way to articulate another important aspect of the obligation in joint action – namely, its directedness.

e. Describing the normative relation between participants in terms of obligation might suggest—as it seems to have for Gilbert—the demanding requirement of concurrence in order to withdraw. Talk of obligation can also suggest that the demand in question is strong in another way: namely that it is *moral* in nature, such as the obligation to keep one's promises. Gilbert's view was interpreted in this way earlier on. For example, in response to Gilbert's charge that his view doesn't account for mutual obligation, Bratman (1997) contends that there can be joint action without mutual obligation. Bratman argues that some joint action is directed toward morally reprehensible ends and that there can be no obligation to do one's part in such activity. Moreover, Bratman thinks that on occasions when one does have an obligation, this can be explained by considerations that are not essential to joint activity. For example, the circumstances happen to satisfy *moral* principles concerning what one must do upon intentionally creating expectations in others regarding how one will act (Scanlon, 1990, 2006). In all this, Bratman has, not unreasonably, assumed that the mutual obligations Gilbert has in mind are *moral* obligations. Gilbert responds by clarifying that the obligations

are not moral but are of a “different kind” (2009, 178). She even argues that one might be subject to this non-moral form of obligation when one has been coerced into acting with another. If this is the view, we might forestall misunderstanding by using the more neutral terminology of *commitment* instead of *obligation*.

### 3. Directedness of obligation: contralateral commitment

There has been a recent emphasis on the *directedness* of the commitment/obligation in joint action. It is not enough to describe the obligation in terms of what it is that one is to perform. In addition, the thought goes, the obligation is *owed* to fellow participants. We understand the obligation in question not as a two place relation holding between the subject and act to be performed, but as a three place relation between subject, act, and *object* – namely, the individual to whom the obligation is directed. Standard examples of directed obligations – such as those arising from promises and agreements – suggest that this sort of obligation entails being substantively related to an individual in such a way that that individual in particular has a claim on you. (May 2015 is a useful discussion of directed obligation, though not in the context of joint action; see also Kamm 2007, 230, and Wallace *ms.*; an important precursor is the notion of claim rights in Hohfeld 1964).

If this is right, then the participants in joint action are bound together not only because they each are similarly subject to the obligation to do their respective parts, but also because each figures as an “object” of obligations to which each of the others is subject. Or, to put the point in the more neutral terminology of commitment, it is to say that a participant’s commitment to doing her part is, more specifically, a commitment-to-her-partners to do her part. One’s commitment is *contralateral* when it spans across to other participants in this way.

Recall A and B who are acting jointly, and C who is not a participant. Each of A and B has an obligation-*to-the-other* to do his or her share; this is what binds them as participants in joint action. C has no such obligation. We have seen that in some circumstances, C may have an obligation to lend some assistance, but presumably this obligation is a two-place relation holding between C and the act to be performed (lending assistance to A and B). It is also possible that C’s obligation is directed. For example, if C has promised yet another person D to help A and B, then C’s promissory obligation is said by some to be directed to the promisee, D. In any case, for our purposes, C’s promissory obligation is not directed to A and B.

The directedness of the obligation in joint action is arguably implicit in early discussion from Gilbert (1990, 1999), but emphasis on it has grown in subsequent work (Gilbert 2006, 2009; Roth 2004). But just what is it for an obligation to be directed, and what exactly might prompt us to think of the interrelatedness of participants in terms of directed obligations? That is, why think of the commitments in joint action as *contralateral* commitments-to-fellow-participants to do one’s part?

a. Sometimes the directedness of obligation is explicated in terms of the distinction between merely doing a wrong and there being someone in particular that you are wronging (on this distinction, see Thompson 2004; Kamm 2007, 230.) Or, in terms less morally freighted, we might speak of there being someone in particular that one is *letting down*. Consider an individual who could easily increase general utility or well-being with no effort, but knowingly and needlessly does not. In neglecting to increase utility here, the individual acts wrongly but, arguably, there is no one (at least no one in particular) that is wronged by the action. Contrast the case of promising. We might speak generally of the obligation to keep one's promises, and when one fails to live up to this obligation by breaking a promise, one is acting wrongly. But in renegeing on a promise one is, in addition, wronging someone in particular – namely, the individual to whom one has made the promise.

It should be noted that the possibility of wronging someone in particular is not sufficient for directed obligation holding between the individuals in question. Randomly assaulting a stranger is, one would think, to wrong someone. But in this case one does not have a preexisting substantive relationship with the victim, a relationship of the sort that we would expect given standard examples of directed obligation, such as those emerging from agreements or promises.<sup>1</sup>

Still, the possibility of wronging someone or letting them down might be a necessary condition of directed obligation. Applied to joint action, the thought is this. When one fails to do one's part, one is not merely at fault in failing to live up to a commitment or obligation; one is also wronging or at least letting down fellow participants. That is, if A has a directed obligation or contralateral commitment-to-B to do his share, then B is susceptible to being wronged or let down by A. A non-participant C is not necessarily let down when A fails to do his part – even if C would stand to benefit from the joint action much more than participants such as B would. (Imagine that the joint endeavor was to provide some assistance to C, assistance that it would be good but not obligatory, to provide.)

b. Another way one might characterize directedness is in terms of *accountability*. Accountability entails responsibility on the part of the agent. But it also involves a relationship with some other party to whom one is accountable. In the case of joint action, one is accountable to fellow participants. This is suggested by the fellow participant being in a *special position* to object when one doesn't do his part. Thus, accountability involves a kind of standing to complain, to demand explanation and conformity, and to protest. (See May 2015, citing Darwall 2006 & Feinberg 1970.)

If someone is to be a legitimate target of complaint for some  $\phi$ -ing they did or failed to do, there is a presupposition that they are an agent of sufficient sophistication and in sufficiently favorable circumstances (e.g., not coerced or under duress). But the legitimacy of the complaint might also rest on the fact that the individual lodging the complaint has the standing to do so (Gilbert 2006, 133; Roth 2004, 384, especially n14). The complaint of someone lacking this authority may be greeted with *it's not your business*. Rebuffing in this way is not available when the obligation being violated is a two place moral obligation. It is

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<sup>1</sup> As Shiffrin has pointed out in conversation, assaulting someone wouldn't be a way of establishing such a relationship.

in this sense that, as far as doing one's part in joint activity is concerned, one is accountable to fellow participants and not necessarily to third parties.<sup>2</sup>

c. Strawson's influential approach to accountability and responsibility emphasizes, in the core case, "the non-detached attitudes and reactions of people directly involved in transactions with each other, of the attitudes and reactions of offended parties and beneficiaries; of such things as gratitude, resentment, forgiveness, love and hurt feelings."<sup>3</sup> Applying Strawson's picture to joint action, each participant is accountable to the other(s) in that failure to do one's part would amount to an expression of ill will (or a problematic indifference) toward other participants. One would be the legitimate object of the appropriate direct reactive attitude, e.g., of resentment. Thus, Strawson's picture of participant reactive attitudes offers one way to understand accountability, and thus one sense of the directedness of obligations to fellow participants. (Non-participants would only be in a position to adopt a vicarious or more impersonal attitude, such as that of indignation as opposed to resentment.)

But it's not clear that the emotional edge associated with reactive attitudes is always called for when holding a fellow participant accountable. On an alternative picture of accountability due to Scanlon (2008), if individuals are in a substantive relationship governed by normative expectations, and one party fails to meet expectations, the other might be in a position to modify the relationship or abandon it altogether in light of the judgment that the first has failed to meet the demands of the relationship. Applied to the case of joint action, if one person fails to do her part in the activity, it is up to the others to modify their relationship with the party at fault. In particular, they may be in a position to abandon the joint undertaking – which is, of course, something that no third party is in a position to do.<sup>4</sup>

I am not endorsing any particular theory of accountability here. The point is that on both Strawson's and Scanlon's views, accountability is understood relationally. So interpreted, accountability is a candidate for explicating the directedness of the obligation. In the three-place relation for directed obligation (or contralateral commitment), the third object-place would be reserved for one's fellow participants to whom one is accountable for doing one's part.

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<sup>2</sup> This is not to deny that third parties may on some occasions be in a position to hold someone accountable for what they did or did not do. But this would be on grounds that are distinct from the special obligations of joint action. For example, suppose that joint action is being directed toward providing some sort of morally obligatory assistance, and suppose that a participant fails to do his part. This participant can, no doubt, be held accountable by third parties for their inaction not so much under the description of not doing his part in joint action, but simply for inaction that stymies morally overriding endeavors.

<sup>3</sup> Strawson (1962); see also Darwall 2006, who emphasizes the relational element in Strawson's account. As is well known, Strawson extends his story beyond these cases of participant reactive attitudes involved in substantive relationships to handle blame and holding accountable in more impersonal cases. In the latter cases, one is not oneself a target of the ill will expressed by another individual B; instead, one adopts a reactive attitude of say indignation against B, on behalf of some distinct individual C who has been targeted by B.

<sup>4</sup> Scanlon's view is meant as a general story about accountability, which would not be limited participants in some substantive relationship such as friendship; Scanlon allows that any two rational beings are sufficiently related for the purposes of accountability. But his picture works most naturally for those who are in more substantive or intimate relationships, such as that of friendship.

**d.** Gilbert recently has characterized the directedness in terms of claim or ownership rights. Thus, she articulates a sense in which an action of one participant can be owned by another, and that one can owe an action to another (Gilbert 2006, 35-39, 40, 157 (citing Hart 1955); Gilbert 2009, 175, pointing to Feinberg 1970).

There is an important and closely linked family of concepts here...the linkage can be displayed as follows: one who has a right to someone's future action already owns that action in some intuitive sense of "own." Until the action is performed he is owed that action by the person concerned, thus being in a position to demand it of him prior to its being performed and to rebuke him if it is not performed. If it is performed, it has finally come into the possession of the right-holder, in the only way that it can. (Gilbert 2009, 176)

But some conceptions of ownership are not suitable for Gilbert's purposes. For example, ownership is often thought to involve the possibility of the transfer of property rights. It seems to be an unwelcome result that one might, when engaged in joint action with someone, somehow transfer one's "ownership" of a fellow participant's activity to some nonparticipant so that one's partner now owes it to the third party to do his share. There is, of course, the possibility that the ownership rights in this context are non-transferable. But whether some particular ownership right is transferrable or not would seem to depend (i) on moral considerations, or (ii) on the presence of some further social structure, such as some governing body. If (ii), then it seems that Gilbert's notion of joint action presupposes some larger collective form of agency as a backdrop. This is at odds with her approach in her 2006 work, which seeks to explain essential aspects of these larger structures in terms of the fundamental notion of joint commitment that we find in small-scale joint action. Thus, we are threatened with a regress if the larger structure is presupposed whenever we seek to account for the non-transferability of claim rights in the smaller structure. Turning to (i), the (non)transferability might depend on some moral constraints. Indeed, morality might be seen as imposing rather strict constraints on property rights and their transferability. But if that's the case, then Gilbert's appeal to ownership would be at odds with her conception, noted above, of the directed obligations as being non-moral.

**e.** One element of the notion of ownership/property rights is particularly noteworthy in connection with understanding directed obligation. Ownership rights can be ceded. Thus, if I have something like this right over what a fellow participant does, then I would be in a position to cede my right to their contribution. This entails that one is able to exercise a kind of normative power: one would, by the expression of one's intention be able to make it the case that nonperformance by a fellow participant would no longer violate an obligation or commitment. (On the possibility of exercising such a normative power in the context of promising, see Shiffrin 2008, Owens 2012) Thus, in giving up my claim to your performance, it would no longer be the case that you would in some sense be at fault for non-performance. Moreover, some form of normative power was exercised in the first place in order to establish the obligations. Together we were able to make it the case that we would be at fault for not performing some relevant act. So, the exercise of a normative power to establish the obligations, and the ensuing normative control over maintaining or releasing



them, offers a way of understanding the directedness of obligations that hold between participants. For it is only fellow participants and not third parties who have this sort of control over the normative status of certain kinds of acts for fellow participants.<sup>5</sup>

### 3. Directedness and the exercise of agency

Finally, consider some approaches to directed obligations and contralateral commitments that invoke the idea of a distinctive form of agency being exercised by participants in joint activity. For example, Roth (2003, 2004) holds that the relevant intentions of fellow participants figure in one's practical reasoning much in the way that one's own prior intentions do. One acts directly on a prior intention without re-deliberating the matter. In this way, one's own prior intention settles the practical matter of what to do, and commits one to a course of action. The norms governing intention (means-end coherence, consistency, etc.) are elements of intention-based commitment, something that sets intention apart from other attitudes such as desire. Sometimes one decides and thus intends to  $\phi$ , but later for no good reason one fails to act on it—e.g., out of laziness or weakness of will. In that case, one is *letting oneself down*. We might, in similar fashion, account for how one can let down (wrong) a fellow participant. Thus, in joint action, the intentions of *another* can settle what one is to do. And if for no good reason one fails to act on it, then one is letting down a fellow participant. Though not a sufficient, the possibility of letting down or wronging someone is at least some sign of directedness/contralateral commitment. By imagining that the norms of intention-based commitment can sometimes span *across* people as well within a person over time, this approach aims to capture directedness and other normative aspects of the interrelatedness of participants in joint action.

This approach incorporates the three-place relation we saw in explicating the directedness of obligation (contralateral commitment) straight into the structure of intention. The notion of intention as a distinctive state associated with settling practical questions and a commitment to action is drawn from the literature on individual agency (e.g. Bratman 1987 and Harman 1986). Implicit in that literature is a conception of intention as a two-place relation holding between agent and prospective action. The current approach represents something of a departure by allowing for the possibility of acting directly not only on one's own intentions, but on intentions of others—in particular, those of fellow participants in joint action.

One challenge facing this view is understanding when another's intentions can figure in one's practical reasoning in this way; presumably most of the intentions of others do not. Until more is said about this, the explanation of the interrelatedness of participants is incomplete. Another concern is whether it is even coherent to speak of acting *directly* on another's intention. Admittedly, it seems that something like this can happen when, for example, one obeys the command of another. But if this addresses the worry about the intelligibility of the proposal, it raises another problem. How can acting directly on another's

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<sup>5</sup> Note that when I have normative control over what you do, this doesn't entail that I have control over what you actually do; my control is over the normative or moral status of what you do. (Compare how a promisee has control over whether the promisor is subject to promissory obligation, depending on whether or not the promisee exercises the power of release.)

intention be understood in a way that is appropriate for an understanding of shared agency rather than one of domination over another? See Roth (2014) for discussion.

A somewhat different approach is taken by Gilbert, who understands directedness in terms of *joint commitment* (see Chapter 11). Though she regards this as a primitive, in more recent work, she, too, has invoked the notion of intention in order to give some characterization of (aspects of) joint commitment (2009, 179-180; see also 167, 168). The “key salient feature” of individual or personal commitment is that “the one who formed or made the corresponding personal...intention is in a position unilaterally to expunge [the commitment] as a matter of personal choice.”<sup>6</sup> Thus, one *owns* the action conforming to the commitment associated with one’s personal intention. Gilbert notes that joint commitment is akin to personal intention, except that it is made by more than one person, and only together can it be rescinded (2009, 182). A joint commitment also entails a sort of ownership, this time by all parties to the commitment. Gilbert (2009, 182-3) explains that “in co-creating their joint commitment the parties together impose on each other a constraint such that, all else being equal, a given party will not act as he ought should he fail to respect it.” She continues,

...a given party is in a position to demand conformity or rebuke for non-conformity as co-owner of the action in question...he might say “Give me that, it’s mine—qua one of us!”... if A owns B’s action in the intuitive sense now in question, that suffices to make it the case that prior to its performance B owes A the action. (2009, 183; see also 2006, 154-5)

That is, the relevant intention-based commitment to  $\phi$ -ing entails ownership of  $\phi$ -ing by the author of the commitment. In joint commitment the author is all the individuals who, together, formed the commitment. One therefore owes one’s part of the  $\phi$ -ing to *all* those individuals. They, together, *own* one’s action in the sense discussed in the previous section. For Gilbert, that suffices to account for the directedness. On Gilbert’s recent view, then, ownership of the action mediates joint commitment and directed obligation.

Does this account for directed obligation? The creator of the joint commitment to  $\phi$  is the entire group, hence *it* is the “owner” of the  $\phi$ -ing. So it seems that a participant’s directed obligation is to the group as a whole. How (or even whether) this translates to directedness to individuals within the group is not straightforward. Gilbert seems to acknowledge as much in saying that when there is a joint commitment, “it is plausible to suppose that any one of the individuals...[who created it]...is in a position to demand conforming actions...in the name of this creator, by virtue of his constitutive relationship to it. Thus he does not demand it in his own name, or as this particular person, but as co-creator of the joint commitment and co-owner of the actions in question” (2006, 154-5).

Another issue that arises for Gilbert is how to get joint action started. This requires that we secure *joint* commitment, rather than an aggregation of individual commitments. This matters because it’s the “jointness” of the commitment that accounts for others having an

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<sup>6</sup> Gilbert 2009, 180. She will want to take care to formulate this in a way that would not undermine the commitment that is essential to intending. The personal choice to expunge the commitment cannot be arbitrary; it would have to be backed by some considerations that are strong enough to override the intention-based commitment.

ownership stake in your contribution. In getting joint action started, if all one is doing is expressing one's personal commitment to do one's part (even if it is conditional on the commitment of others to do their part), then no one else would own one's performance, and so on Gilbert's view there would be no directed obligation. Gilbert rightly rejects the proposal of interdependent conditional intentions that she seemed to endorse in earlier work.<sup>7</sup> Her view of getting joint action started now seems to involve various individuals expressing their personal readiness to be jointly committed (2009). Each individual expresses an individual or personal intention, albeit with some special sort of content: as a result of my own decision and intention, I am ready to walk up the hill *with you*, to *share* with you the intention of walking up the hill, etc. Suppose we all express such a readiness, and this is done in conditions of common knowledge, as required by Gilbert. Then the joint commitment, e.g. to walk to the top of the hill, is now in place. One wonders how exactly this happens. Everyone has expressed a *readiness* to share an intention. But just because we're ready to share an intention, it doesn't follow that we've already started to do so. What gets us going?

Gilbert might reply in the following way. Given that everyone has expressed his readiness in that sort of circumstance, it just is the case that certain types of obligations hold between individuals. (Compare how in some circumstances of promising, expressing one's willingness to  $\phi$  creates the obligation.) And then we might say that the joint commitment just consists in the holding of these obligations. So we do not need to think that some special kind of group agency must be exercised in order to get things going. This comports with Gilbert's remarks that joint commitment doesn't entail anything like a mysterious group mind.

But having put it in this way, one wonders whether Gilbert would welcome this solution to the problem of getting started. The solution involves what we might call a "constitutivist" reading of joint commitment simply *as* the directed obligations spanning participants. Do we have here a theory invoking a kind of agency that's fundamentally distinct from individual agency, as Gilbert intends? I suspect not. On the suggested reading, individuals have formed their own intentions (of expressing readiness to share an intention), and as a result, certain normative facts apply to their situation—in particular, a pattern of obligations holds between the individuals. Each is now subject to a sort of normative assessment in terms of those obligations, just as one might be judged in terms of whether one has lived up to some moral obligation, such as keeping a promise. One has put oneself into a situation where it is possible, if one does not act appropriately, to be charged with not being a team player.

Gilbert contrasts her view with those such as that of Bratman, who seeks to understand joint action in terms of personal intentions (2009, 168). Her project is described as asking the question, "what does *our* intending amount to *at an individual level*?" (2009, 170) I take it that she thinks that whatever is going on at the individual level, it is quite different from what goes on in the exercise of ordinary individual agency. But if the constitutive reading of Gilbert mentioned in the previous paragraph is correct, then the only difference is that the individual is subject to a further kind of assessment having to do with the norms of teamwork and mutual obligation. And that, arguably, is not as fundamental a difference as we were led

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<sup>7</sup> Velleman (1997) and Roth (2004) read her as subscribing to the interdependent conditional intentions as a way of establishing joint commitment.

to expect.

Furthermore, Gilbert thinks of the notion of joint commitment as *explaining* these distinctive directed obligations. The obligations are not themselves supposed to be what it is to be jointly committed. So although the constitutive reading of joint commitment may go some distance toward dispelling any mystery about how individuals might be jointly committed rather than individually committed in shared activity, I am not sure whether this is, in the end, how Gilbert herself would like to see it.

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