

ON THE FULFILLMENT OF MORAL OBLIGATION

Michael J. Zimmerman

Department of Philosophy, University of North Carolina at Greensboro
m_zimme2@uncg.edu

ABSTRACT: This paper considers three general views about the nature of moral obligation and three particular answers (with which these views are typically associated) concerning the following question: if on Monday you lend me a book that I promise to return to you by Friday, what precisely is my obligation to you and what constitutes its fulfillment? The example is borrowed from W.D. Ross, who in *The Right and the Good* proposed what he called the Objective View of obligation, from which he inferred what is here called the First Answer to the question. In *Foundations of Ethics* Ross repudiated the Objective View in favor of the Subjective View, from which he inferred a Second Answer. In this paper the Objective and Subjective Views and the First and Second Answers are each rejected in favor of the Prospective View and a Third Answer. The implications of the Prospective View for another question closely related to the original question are then investigated: what precisely is your right regarding my returning the book and what constitutes its satisfaction?

If on Monday you lend me a book that I promise to return to you by Friday, what precisely is my obligation to you and what constitutes its fulfillment? On the assumption (which I will not question) that promises made under certain circumstances (which I will not try to specify) in general forge a moral bond between promisor and promisee, and that my particular promise to you is made under these circumstances, the answer may seem obvious: my obligation is to keep my promise, and I will fulfill this obligation if and only if I return the book to you by Friday. (Throughout this paper, I will be exclusively concerned with *moral* obligation, whether I mention this explicitly or not.) This answer – the First Answer – is the one that W.D. Ross gave in *The Right and the Good*.¹ Nine years later, in *Foundations of Ethics*, he gave a very different answer – the Second Answer: my obligation is to attempt to keep my promise, and I will fulfill this obligation if and only if I aim at your receiving the book by Friday.² Ross attributed his conversion to H.A. Prichard, whose article “Duty and Ignorance of Fact”³ he deemed to provide conclusive reason to reject the Objective View of obligation (which Ross took to support the First Answer) in favor of the Subjective View of obligation (which Ross took to support the Second Answer).

In this paper, I will first (in Section 1) discuss Ross’s early position and his reasons for holding it, then (in Section 2) discuss his later position and his reasons for holding it, and then (in Sections 3 and 4) explain why I

¹ Ross (1930). Henceforth I will refer to this work as *RG*.

² Ross (1939). Henceforth I will refer to this work as *FE*.

³ Prichard (1949): 18-39. First delivered in 1932.

think that neither position is acceptable. I will then turn to the Prospective View of obligation, which supports a Third Answer: my obligation is to do that which gives me the best prospect of keeping my promise, and I will fulfill this obligation if and only if I do that which is most likely to result in your receiving the book by Friday. I will elaborate on this position (in Section 4) and then (in Section 5) pursue its implications regarding your having a right to receive the book by Friday.

I have two goals: to persuade Rossians to accept the Prospective View and the Third Answer, and to alert non-Rossians to the merits of this view and this answer. The first goal speaks for itself. As for the second: Ross's account of moral obligation has both a substantive and a conceptual component. I will conform my discussion to Ross's substantive claims (concerning such matters as fidelity and reparation), but I will do so purely for purposes of illustration; different claims would serve just as well. It is the conceptual component of Ross's theory that is crucial. He takes moral obligation to be a matter of doing that which is "suitable" to one's situation. Each of the Objective, Subjective, and Prospective Views is a variation on this theme. In my opinion, all substantive theories of obligation – whether consequentialist, deontological, or of some other sort – can be profitably couched in such terms; rendering them in this way helps reveal the "inner workings" of the very concept of moral obligation. But this is a matter that I cannot pursue here, and so I will focus my attention on what Ross says and on what Rossians should say about the nature of moral obligation, making no explicit attempt to draw any more general lesson from my discussion.

1.

In *The Right and the Good* Ross mentions each of the three answers just noted (or something close to them) (*RG*, pp. 42-43). To each answer he entertains the objection that it implies that one is obligated to act from a certain motive, which he claims (on the basis of an argument given earlier [*RG*, pp. 5-6]) can never be the case. He asserts that the Second Answer falls to this objection, that the Third Answer probably does so, but that the First Answer is best interpreted so that it lacks the implication. Ross also claims that the Second and Third Answers fall to the objection that one fulfills one's promise and does one's duty only by doing that which one has promised to do, whereas the First Answer clearly escapes this objection.

The first objection is a red herring. Regardless of the merits of the claim that one cannot be obligated to act from a certain motive, there is no need to interpret any of the Answers as implying the contrary. (As far as the Second Answer goes, Ross himself recognizes this point in his later work [*FE*, p. 158], when he notes that one can set oneself to produce a certain result from any one of a variety of motives.) The second objection also misfires, in one of two ways. If by "duty" Ross means that which it is one's obligation to do, then the objection begs the question: the First Answer is simply being presupposed and the other Answers are being ruled out by fiat. If by "duty" Ross means something else, then the Second and Third Answers are not being ruled out, but then the First Answer enjoys no advantage over them. The upshot is that Ross doesn't so much argue for the First Answer as simply assert it.

In *The Right and the Good* Ross implicitly embraces the Objective View, and the First Answer is derived from this view. In order to state the

view clearly, let me use terminology that Ross uses more frequently in *Foundations of Ethics* (when he contrasts the Objective View with the Subjective View). We can say that some acts are “objectively morally suitable” to the situation in which an agent finds him- or herself (*FE*, pp. 146 ff.). (Henceforth, I will simply use the term “suit” and its cognates to express this idea.) Such suitability comes in degrees. For example, suppose that you have gratuitously insulted Bert. Perhaps it would be most suitable (insofar as your having insulted him is concerned) for you to apologize to him in person. Or perhaps it would be equally suitable for you to send him flowers with a card expressing your remorse. It might be less suitable, but suitable nonetheless, if you left him a brief apology on his answering machine. However, you would be overdoing it if you bought him a new TV, and it might be positively unsuitable if you bought him a new car. It would also be unsuitable (for reasons of gross deficiency rather than gross excess) if you wrote Bert a letter in which you repeated your insults. We thus get a sort of hierarchy of suitability and unsuitability. Note that an act may be (un)suitable with respect to one aspect of one’s situation but not with respect to another. The illustration just given has to do with reparation for a previous wrongful act. The illustration with which this paper began and is chiefly concerned has to do with fidelity to a previous commitment. Ross believes that each kind of response (reparation, fidelity) is suitable to that particular aspect of one’s situation (previous wrongdoing, previous commitment) that has been specified (*RG*, pp. 21 ff.). If one is so situated that one cannot both make reparation and keep a promise, then doing the former will suit one aspect of one’s situation but not another, whereas doing the latter will suit the other aspect but not the one. Which act is more suitable to one’s situation as a whole, taking all aspects of the situation into

account, will vary from case to case. Sometimes making reparation will take precedence, sometimes keeping a promise will.

The Objective View may now be put as follows.

Objective View:

For any act, *A*:

- (1) *A* is prima facie morally right if and only if there is some aspect, *S*, of the agent's situation such that no alternative to *A* more suits *S*;
- (2) *A* is prima facie morally wrong if and only if there is some aspect, *S*, of the agent's situation such that some alternative to *A* more suits *S*;
- (3) *A* is prima facie morally obligatory if and only if there is some aspect, *S*, of the agent's situation such that *A* suits *S* more than any alternative;
- (4) *A* is overall morally right if and only if no alternative to *A* more suits the agent's situation as a whole;
- (5) *A* is overall morally wrong if and only if some alternative to *A* more suits the agent's situation as a whole;
- (6) *A* is overall morally obligatory if and only if *A* suits the agent's situation as a whole more than any alternative.⁴

⁴ Note the following points (which I will not pursue) concerning this formulation of the Objective View. (i) It presupposes that *A* is among the agent's alternatives in the situation (and relies on some criterion for identifying alternatives and situations). An alternative is an action that the agent can perform. The Objective View (like the Subjective and Prospective Views to follow) thus presupposes that "ought" or "obligatory" (together with "right" and "wrong") implies "can." This is a principle that Ross explicitly endorses (*RG*, p. 5), although he doesn't elaborate on the sense of "can" at issue. I won't elaborate on it either, except to say that I understand it to be the sense that is at issue in the debate between compatibilists

and incompatibilists. (It may be that there is not just one sense but a set of related senses at issue in this debate. There is no room to explore this point further here.)

(ii) The term “more suits” or “suits more” is to be understood liberally. If two alternatives, *A* and *B*, are positively unsuitable to some aspect, *S*, of the agent’s situation, but *A* is less unsuitable than *B*, then *A* “suits *S* more” than *B*. (Compare the common liberal use of “better,” according to which that term covers not only “more good” but also “less bad.”)

(iii) In keeping with my introductory remarks (see in particular the third paragraph of this paper), my formulation of the Objective View is designed to be adaptable to substantive accounts of obligation other than Ross’s. For example, it fits G.E. Moore’s version of consequentialism, if suitability is cashed out in terms of instrumental value. (See chs. 1-2 of Moore (1965).)

(iv) My formulation of the Objective View draws a sharp distinction between “ought” (or “obligatory”) and “right.” Ross recognizes this distinction (*RG*, pp. 3-4) but then deliberately blurs it for stylistic reasons. I find little merit in these reasons and will not follow his lead in this regard.

(v) My use of the term “prima facie” accords with Ross’s (*RG*, pp. 19-20); “pro tanto” would probably be better. “Overall” is not Ross’s term; instead he uses “proper,” “actual,” “absolute,” and “*sans phrase*” (*RG*, pp. 19-20, 28).

(vi) An alternative formulation of the Objective View would tie *degrees* of rightness to degrees of suitability and degrees of wrongness to degrees of *unsuitability*. As far as I know, Ross doesn’t explicitly rule out this possibility for prima facie rightness and wrongness, but he does for overall rightness and wrongness (*RG*, p. 41).

(vii) An alternative, more restrictive account of overall moral obligation would state that *A* is overall morally obligatory if and only if *A* suits some aspect of the agent’s situation more than any alternative suits any aspect. (Similar accounts could be given of overall moral rightness and wrongness.) Ross seems sometimes to embrace this account (e.g., at *RG*, p. 19). However, at other times (e.g., at *RG*, p. 41) he suggests the more liberal account

If we grant the unique suitability of full fidelity to a previous commitment, the First Answer follows immediately from the Objective View: I have a prima facie obligation to keep my promise and return the book to you by Friday; moreover, if doing so takes moral precedence over any countervailing moral consideration, then I have an overall obligation to act in this way.

Ross goes on to refine the First Answer and to note a corollary. The refinement concerns the distinction between what is “directly” or “essentially” right or obligatory, on the one hand, and what is “indirectly” or “incidentally” right or obligatory, on the other (*RG*, pp. 44-46). My *direct* obligation is to keep my promise to you. If I pack and post the book on Tuesday and you consequently receive it on Wednesday, then I will have kept my promise to return it to you by Friday. But since my packing-and-posting will only have been a *means* of keeping my promise, it itself will have been, according to Ross, merely *indirectly* right. (Whether it will have been indirectly *obligatory* depends on whether there was any other means available to me to keep my promise.) This is not an entirely straightforward matter. Ross’s position seems to presuppose that my packing-and-posting the book to you is one action and my keeping my promise is another, since the former is merely indirectly right but the latter is directly so. But some philosophers, who individuate actions coarsely,

that I have given. The latter account accommodates the possibility that, by virtue of suiting more aspects of the agent’s situation, *A* suits that situation as a whole more than any alternative, even though some alternative suits some aspect more than *A* suits any aspect.

will claim that these actions are one and the same.⁵ If this is correct, one could retain Ross's distinction, or at least the spirit of it, by talking of an action's being directly right or obligatory "under one description" but indirectly right or obligatory "under another description."⁶ Those who individuate actions finely would presumably claim that my packing-and-posting is distinct from my keeping my promise and thus need not resort to such a move in order to retain Ross's distinction.⁷ But they would still have to face the difficulty of determining whether my securing your reception of the book is identical with my keeping my promise. If it is, then on the First Answer my securing your reception of the book is directly obligatory. (This seems to be Ross's position [*RG*, p. 46].) If it isn't, then my securing your reception of the book is on that view merely indirectly obligatory.

The corollary to the First Answer that Ross notes is this (*RG*, p. 45):

We get the...consequence that however carelessly I pack or dispatch the book, if it comes to hand I have done my duty, and however carefully I have acted, if the book does not come to hand I have not done my duty. Success and failure are the only test, and a sufficient test, of the performance of duty.

Ross calls this consequence "curious," evidently thinking that some may find it objectionable. He denies the charge, pointing out that we must

⁵ See, e.g., Anscombe (1969), Davidson (1980).

⁶ Cf. Anscombe (1969), p. 11 and elsewhere; Davidson (1980), pp. 5, 46, and elsewhere.

⁷ See, e.g., Goldman (1970).

distinguish matters of moral obligation, right, and wrong, on the one hand, from matters of moral goodness and badness, on the other. My successfully returning the book to you will constitute the fulfillment of my obligation to you, but if it is carelessly carried out my conduct will nonetheless be morally bad. My failing to return the book to you despite my most earnest endeavor to do so will constitute the failure to fulfill my obligation, but my conduct will (or may) nonetheless be morally good.

2.

In *The Right and the Good* Ross says: “To me it seems as self-evident as anything could be, that to make a promise...is to create a moral claim on us in someone else” (*RG*, p. 21 n.). In *Foundations of Ethics*, he doesn’t abandon this view, but his account of the claim at issue is greatly changed, due to a change in allegiance from the Objective View to the Subjective View.

As presented by Ross, the Subjective View presupposes a distinction between objective and subjective rightness. Ross’s characterization of this distinction is not altogether clear. He begins by proposing a general account according to which “right” means the same as “suitable, in a unique and indefinable way which we may express by the phrase ‘morally suitable,’ to the situation in which an agent finds himself” (*FE*, p. 146). Objective rightness is then said to consist in suitability to the “objective element” of the agent’s situation, whereas subjective rightness consists in suitability to the “subjective element” of this situation. Ross’s account of what these elements are supposed to be is complex. He says, first (*FE*, p. 146):

The objective element consists of the facts about various persons and things involved in the situation, in virtue of which a certain act would in fact be the best possible fulfilment of the various *prima facie* obligations resting on the agent.

He then goes on to say (*FE*, p. 146):

The subjective element consists of the agent's thoughts about the situation. These are as much parts of the total situation as are the objective facts. And the act which is morally suitable to them, i.e. the act which the agent, in view of his opinion about the situation, thinks will be the maximum fulfilment of obligation, will be in that respect right.

There are several difficulties here. First, Ross seems to be invoking two levels of suitability. He seems to think of the objective element of one's situation as consisting of facts in virtue of which some act *is* suitable to that situation, whereas the subjective element consists of one's *thoughts* about what is suitable to one's situation. But then, if objective rightness is itself to be understood in terms of what is suitable to the objective element of one's situation, we get a double dose of suitability: objective rightness consists of suitability to what is suitable. Similarly for subjective rightness: it consists of suitability to what one thinks is suitable. This seems unnecessarily complicated. Why not simply say that what is objectively right is what is (most) suitable to one's situation, whereas what is subjectively right is what one thinks is (most) suitable to one's situation? Not only is this simpler, it seems to fit what Ross says elsewhere (e.g., at *FE*, p. 161).

Another difficulty is that Ross's account of objective and subjective rightness seems to be concerned only with overall rightness. He says that the objective element has to do with what would in fact be "the best possible fulfilment of the various *prima facie* obligations resting on the agent"; similarly, he says that the subjective element has to do with what the agent thinks will be "the maximum fulfilment of obligation" (*FE*, p. 146). But why restrict talk of objective and subjective rightness in this way? It would seem natural to extend the account to *prima facie* rightness. Thus: an act is objectively *prima facie* right just in case it is in fact (most) suitable to some aspect of one's situation; an act is subjectively *prima facie* right just in case one thinks that it is (most) suitable to some aspect of one's situation.

A third difficulty has to do with the thoughts in virtue of which an act may be said to be subjectively right. Ross himself goes on to distinguish two accounts of subjective rightness: (i) an act is subjectively right just in case it would in fact (most) suit one's situation, if one's situation were as one thinks it to be; (ii) an act is subjectively right just in case one thinks that it (most) suits one's situation (*FE*, p. 161). The first account restricts the relevant thoughts to those that concern one's situation (where one's situation is construed nonnormatively); they do not also concern, as the second account does, what suits one's situation (a normative matter).⁸ It is the second account that Ross embraces.

⁸ Another possible account, that Ross doesn't discuss, would restrict the relevant thoughts to those that concern normative matters: (iii) an act is subjectively right

A final difficulty has to do with the fact that we now have *three* senses of “right” (and related terms, such as “wrong,” “obligatory,” “obligation,” and “duty”) to contend with. The first has to do with what is *objectively* right, the second with what is *subjectively* right, and the third with what is (as I will put it, though Ross does not) *really* right. After having introduced the distinction between objective and subjective rightness, Ross immediately goes on to say (*FE*, p. 147): “But the question remains, which of the characteristics – objective or subjective rightness – is ethically the more important, which of the two acts is that which we ought to do.” In my terms, what he is asking is this: which act is *really* the right one to do (whether we are talking of overall rightness or merely *prima facie* rightness), that which is objectively right or that which is subjectively right? (So too: which act is *really* wrong or *really* obligatory?) This proliferation of senses of “right” (etc.) is unnecessarily confusing. Although many philosophers seem happy to countenance such a proliferation,⁹ I am convinced that we should repudiate it. When a person is concerned with what he ought (overall morally) to do, he is asking just *one* question. It is of no help to him to say, “Objectively you ought to do *A*, but subjectively you ought to do *B*.” As Ross indicates, the person will still want to know which

just in case one would think that it (most) suits one’s situation, if one had an accurate understanding of that situation.

⁹ In addition to Ross’s works, see: Russell (1910), pp. 30-31; Ewing (1948), ch. 4; and Brandt (1959), pp. 365-66. For some more recent examples, see: Parfit (1984), p. 25; Jackson (1986); Feldman (1986), p. 46; Gibbard (1990), p. 42; Broome (1991); Kagan (1998), p. 65; and Timmons (2002), p. 126.

of *A* and *B* (if either) to choose.¹⁰ In my present terms, he will still want to know which act is *really* right. I propose that we simplify matters by restricting the term “right” to refer to what I have called real rightness. Instead of using Ross’s term “objectively right” we can simply refer to what is most suitable, and instead of using “subjectively right” we can simply refer to what the agent believes most suitable. The Subjective View may then be put as follows:

Subjective View:

For any act, *A*:

- (1) *A* is prima facie morally right if and only if *A*’s agent believes that there is some aspect, *S*, of his (or her) situation such that no alternative to *A* more suits *S*;
- (2) *A* is prima facie morally wrong if and only if *A*’s agent believes that there is some aspect, *S*, of his situation such that some alternative to *A* more suits *S*;
- (3) *A* is prima facie morally obligatory if and only if *A*’s agent believes that there is some aspect, *S*, of his situation such that *A* suits *S* more than any alternative;
- (4) *A* is overall morally right if and only if *A*’s agent believes that no alternative to *A* more suits his situation as a whole;
- (5) *A* is overall morally wrong if and only if *A*’s agent believes that some alternative to *A* more suits his situation as a whole;
- (6) *A* is overall morally obligatory if and only if *A*’s agent believes that *A* suits his situation as a whole more than any alternative.

¹⁰ I pursue this issue at length in Zimmerman (2006).

The reasons for Ross's conversion from the Objective View to the Subjective View, most of which are indeed to be found in Prichard's article, are many and varied. One argument that he gives is this (*FE*, p. 157). An act cannot be right or obligatory unless it is reasonable to do it. Doing that which is in fact most suitable to one's situation can be unreasonable. (For example, if I am utterly careless regarding what I do with your book but manage somehow to return it to you nonetheless, in returning it to you I will have done what is in fact most suitable but I will not have acted reasonably.) Doing that which one believes to be most suitable is always reasonable. (For example, if I take care to do that which I believe will result in your receiving the book, then I will have acted reasonably whether or not you actually receive it.)

This is a poor argument. Note, first, that it is at best an argument against the Objective View; it does not establish the Subjective View. Even if we accept that carelessly doing what is in fact most suitable to one's situation is not reasonable, this suffices only to preclude the Objective View. We would arrive at the Subjective View only if it were added that only doing that which one believes most suitable is reasonable.¹¹ A second problem concerns what counts as reasonable. A proponent of the Objective View is likely to insist that there always *is* a reason to do that which is most suitable to one's situation. Whether he would go on to say that one always *has* a reason to do that which is most suitable is less clear. Whether he would go still further and say that it is always *reasonable* to do that which is most suitable is even less clear. But what does seem clear is that an appeal to

¹¹ Cf. McConnell (1988), p. 85.

reasons or what is reasonable by itself provides insufficient reason to abandon the Objective View.¹² (Having said this, I should add that I think Ross is in fact on to something important here. I will return to this point in Section 4.)

A second argument that Ross suggests is this (*FE*, pp. 163-64). One is blameworthy if and only if one fails to fulfill one's obligation. It is not the case that one is blameworthy if and only if one fails to do what is most suitable to one's situation. (For example, I may unluckily fail to return your book to you; but if I have been as careful as possible in my effort to return it to you, then, even if no action better suits my situation than my returning the book, I am not to blame.) One is blameworthy if and only if one fails to do what one believes to be most suitable to one's situation. (For example, if I fail to do what I believe will result in your receiving the book, then I am to blame, whether or not you receive it.) Hence one's obligation is to do that which one believes most suitable rather than that which is most suitable.

This argument, too, is unconvincing. Even Ross himself does not wholeheartedly endorse it. He says (*FE*, p. 163) that "[t]he notion of obligation carries with it very strongly the notion that the non-discharge of an obligation is blameworthy," but he goes on to claim (*FE*, p. 167) that an act done from kindness may have "some moral goodness" even if it "does not harmonize with [the agent's] thought about his duty, and is not [subjectively] right." But even without such a concession, the argument would be unpersuasive, since its first premise wholly disregards merely

¹² Cf. McConnell (1988), pp. 85-86.

prima facie wrongness (surely no one wants to claim that an agent is blameworthy in virtue of doing some act that is prima facie morally wrong when that act is nonetheless overall morally right), and it wholly overlooks the possibility of excuses for – of being blameless for – behavior that is overall morally wrong. This constitutes a drastic revision of our moral categories that cannot be presumed without argument. (In this respect, Ross is much more sensitive in *The Right and the Good* than he is in *Foundations of Ethics*.)

A third argument that Ross suggests in connection with the Subjective View is this (*FE*, p. 163). One cannot know whether one is performing an act that is in fact most suitable to one's situation. (For example, I cannot know whether, in attempting to return your book to you, I am doing what will in fact result in your receiving the book. Perhaps it will get lost in the post, and so on.) However, one can always know whether one is doing what one believes is most suitable to one's situation. (In attempting to return your book, I know that I am doing what I believe is most suitable.) Furthermore, one can always know whether one is fulfilling one's obligation. Hence the Subjective View is to be favored over the Objective View.

This argument is fraught with problems. For one thing, like the first argument, it is at best an argument against the Objective View; it does not establish the Subjective View. Second, the claim that one can always know whether one is fulfilling an obligation is startling; surely such a bold claim itself requires argument. Third, this claim, even if accepted, is not suitable as a premise in an argument for some particular view about the nature of moral obligation, since its employment *presupposes* some such view. I

might know, for example, that I am doing what I believe is most suitable to my situation; but, unless I already knew that the Subjective View (or something close to it) was true, I would *not* know that I was thereby fulfilling an obligation. Finally, the claim that one can always know whether one is doing what one believes is most suitable to one's situation is false. Ross himself says that I cannot know whether I am doing what *is* most suitable. If what I believe to be most suitable is what is in fact most suitable, it follows that I cannot know whether I am doing what I believe to be most suitable.

The last point is obvious, but it may have been obscured by my illustration, which I put in terms of *attempting* to return your book. Even if one cannot ever know whether one is succeeding in doing something, such as returning a book, one can always know (it seems plausible to suppose – but the matter is controversial) whether one is attempting to do something. It is partly in virtue of this fact, I think, that Ross believes that one can always know whether one is fulfilling an obligation; for he believes that one's obligations are restricted to what one can attempt (or set oneself, or exert oneself) to do – let us call this the Attempt Thesis. It is because of his dual allegiance to the Subjective View and the Attempt Thesis that in *Foundations of Ethics* Ross proposes the Second Answer to the question with which I began: my obligation is to attempt to keep my promise, and I will fulfill this obligation if and only if I aim at your receiving the book by Friday. It seems that Ross (following Prichard) thinks that the Subjective View and the Attempt Thesis are natural allies, but the fact is that they are

strictly independent of one another.¹³ Ross does propose one argument for the Attempt Thesis. It is grounded in an account according to which human action consists of a certain kind of mental activity (to which Ross and others variously refer as willing, trying, attempting, aiming, exerting oneself, or setting oneself) having a certain effect. For example, moving one's hand will typically consist of setting oneself to move it in such a way that, as a consequence, it does move as one intends (*FE*, p. 153). Ross next observes that whether one's hand does indeed move as one intends is not in one's control, except insofar as one's self-exertion is. (In moving his hand, an able-bodied person is strictly no more active than a paralyzed person who, unaware of her paralysis, attempts to move hers. The fact that nature cooperates in the former case but not the latter is in neither agent's control.) Ross then argues as follows. On the assumption that what we are obligated to do must be within our control,¹⁴ it follows that our obligations range only over our self-exertions and not, beyond them, to include the effects of these exertions (*FE*, p. 160). Hence, in the case that concerns us, I cannot be obligated to return the book to you by Friday, where "return" covers both my self-exertion (my attempt to see to it that you receive the book)

¹³ At *FE*, pp. 155-56 Ross quotes approvingly and at length from a passage in Prichard (1949) in which Prichard maintains that obligation is a characteristic of agents rather than acts. Both Prichard and Ross appear to believe that this claim somehow favors both the Subjective View and the Attempt Thesis. I have not managed to find a plausible reconstruction of the reasoning so that either thesis results, let alone both.

¹⁴ Regarding this assumption, see n. 4, item (i) above.

and its intended effect (your reception of the book). I can at best be obligated to aim at your reception of the book.

This argument founders on the failure to distinguish two distinctions concerning the sort of personal control that we all hope we have over our actions (the sort of control that many believe to be threatened by causal determinism).¹⁵ The first distinction is between what I will call *direct* and *indirect* control. One has direct control over something just in case one has control over it, but not by way of having control over something else; one has indirect control over something just in case one has control over it by way of having control over something else. Let us suppose that the general account of human action to which Ross subscribes, according to which such action consists of a self-exertion having a certain effect or effects, is correct. Then, if the agent has control over his action, we may say that he has direct control over his self-exertion and, by virtue of this, indirect control over its effect or effects. Thus, if I move my hand and thereby flip a switch, turn on a light, alert a prowler, and so on,¹⁶ and I have control over what occurs, then I have direct control over my exerting myself to move my hand and, thereby, indirect control over my hand's movement, the switch's going up, the light's going on, the prowler's being alerted, and so on. The second distinction is between what I will call *complete* and *partial* control. One has complete control over something only if its occurrence is not contingent on anything else that is beyond one's control; otherwise, any control one has over it is merely partial.

¹⁵ This confusion is also evident in Broad (1985), pp. 133-34.

¹⁶ This illustration is borrowed from Davidson (1980), p. 4.

Ross appears to think that one is obligated to do something only if one has complete control over doing it, and that one has complete control over all and only one's self-exertions. He says (*FE*, p. 160):

[I]f a man had, without knowing it, become paralysed since the last time he had tried to effect [a] given type of [bodily] change, his self-exertion, though it would not produce the effect, would obviously be of exactly the same character as it would have been if he had remained unparalysed and it had therefore produced the effect. The exertion is all that is his and therefore all that he can be morally obliged to; whether the result follows is due to certain causal laws which he can perhaps know but certainly cannot control, and to a circumstance, viz. his being or not being paralysed, which he cannot control, and cannot know until he performs the exertion.

But this is misguided. It is clear that no one ever has complete control over anything, including any and all self-exertions. (If you doubt this, consider the simple fact that whatever control you enjoy over anything depends on your having been born – something that we may hope was in someone's control, but not yours. Succeeding in exerting oneself, just like succeeding in doing that to which one exerts oneself, requires the cooperation of all sorts of factors, both past and present, over which one lacks control.) If obligation required complete control, nothing would be obligatory. Since (I assume) some things are obligatory, we may conclude that obligation does not require complete control. It remains possible, of course, that obligation requires partial control, and I believe that this is indeed the case. But self-exertions are not the only things over which we have partial control, even if they are the only things over which we have direct control. The effects of

self-exertions, such as hands moving, switches going up, and so on, can equally be within our partial control. The upshot is that no good reason has been given to think that my obligation regarding your receiving the book covers only my aiming at this result and not also accomplishing it.¹⁷

3.

Not only do Ross's arguments in favor of both the Subjective View and the Second Answer fail, there are compelling reasons to reject each of these propositions.

Consider, first, the Subjective View. In tying one's obligations so tightly to one's thoughts about one's situation, this view is subject to a host of closely related difficulties. Since these difficulties are well documented in the literature, I will not dwell on them.¹⁸ In brief, the Subjective View has the following implications, all of which are objectionable: if one knew that the Subjective View was true,¹⁹ then (i) one couldn't have a false belief about what one's obligations are (unless one made an inferential mistake),

¹⁷ For a related criticism, see Dancy (2002), pp. 233-34.

¹⁸ A particularly useful discussion is to be found in McConnell (1988).

¹⁹ That is: if one knew the proposition that constitutes its content. (It is of course possible to know that some view is true without knowing the proposition that constitutes its content. For example, someone might know, on the basis of some authority, that Einstein's Special Theory of Relativity is true and yet not have a clue as to its content.)

(ii) conscientious inquiry, grounded in moral doubt or concern, into what one's obligations are would be rendered otiose, (iii) one's believing some act most suitable to one's situation would make that act right, no matter how vile it might be, and (iv) failure to believe that any act was suitable to one's situation would make it the case that one lacked any obligations in that situation. There is a further difficulty that is not so often noted²⁰: (v) the Subjective View violates the principle that "ought" implies "can." This is ironic, since Ross appeals directly to this principle when arguing that one's obligations range only over self-exertions. But, as pointed out in the last section, it is not the case that anything, including our self-exertions, is in our complete control. We should now note further that some self-exertions may not even be in our partial control. Just as I may lack the control I believe I have over my hand's moving, due to paralysis of which I am unaware, so too I may lack the control I believe I have over my exerting myself to move my hand, due to an impending fainting spell of which I am unaware. The Subjective View implies that some activity (whether a full-fledged act or merely a self-exertion) is obligatory if I believe it to be uniquely most suitable to (some aspect of) my situation. In holding this belief I presumably presuppose that the activity is in my control, but the presupposition may be false.

That we should reject the Subjective View does not imply that we should reject the Second Answer, for the latter does not imply the former.²¹

²⁰ But cf. Frankena (1963), p. 161.

²¹ One could, for example, accept both the Second Answer and the Objective View, because one took my attempting to keep my promise to you to be what is in fact

Nonetheless, there is reason to reject the Second Answer, *if* it is understood (as Ross evidently intends) to preclude the First and Third Answers. A brief argument against the Second Answer, so understood, is this: either the First Answer or the Third Answer is true; therefore the Second Answer is false. No doubt this smacks of begging the question, though, so let me offer an alternative reason to reject the Second Answer that has to do with the distinction Ross raises in *The Right and the Good* between direct and indirect obligation. Consider the First Answer, according to which my obligation is to return the book to you by Friday. Let us now assume that this is my direct obligation.²² Note that this direct obligation could well give rise to the *indirect* obligation to aim at your receiving the book by Friday; this would be the case if (as is easily imaginable) I could not under the circumstances succeed in returning the book without aiming to do so. But now consider the Second Answer. On the understanding that it precludes my having an obligation to do anything other than aim at your receiving the book (or at keeping my promise), presumably my so aiming is to be taken as a *direct* obligation. But what could account for this? I can

most suitable to my situation. It is worth noting, also, that the Subjective View does not imply the Second Answer. If I did not believe that my attempting to keep my promise to you was most suitable to my situation, then the Subjective View would not imply that I was obligated to make this attempt.

²² As noted in Section 1, this might not be correct. My direct obligation, according to the idea underlying the First Answer, is to fulfill my promise to you. If returning the book is distinct from fulfilling my promise, then my obligation regarding the former is merely indirect.

find no good answer. Even if we were to ally the Second Answer with the now-discredited Subjective View, I can find no good answer.²³ Presumably, if I think it most suitable to aim at your receiving the book (or at keeping my promise), I do so because I think it most suitable that you receive the book (or that I keep my promise). If my obligation were to do that which I believe most suitable to my situation, then once again my obligation to aim at your receiving the book would derive from my obligation to secure your receiving it. In the absence of an explanation how my obligation to aim at your receiving the book could be nonderivative, i.e., direct, I think we must remain highly suspicious of the Second Answer.

²³ Cf. Frankena (1963), p. 163. On p. 326 of Mason (2003), Mason says something that suggests the following answer: I have an obligation to aim at your receiving the book because I have a reason (but not an obligation) to return it to you. She says that having a reason to do something is not sufficient for having an obligation to do it, since one can have a reason but not an obligation to do something that one cannot in fact do. Perhaps so, and perhaps toxin-puzzle sorts of cases also show that reasons don't suffice for obligations. (Cf. Kavka (1983).) But in those cases (such as the present case involving my returning your book) in which no such puzzle is at issue and one can do what one has a (moral) reason to do, it is unclear to me why having such a reason should not be thought sufficient for one's having a (prima facie moral) obligation to do it.

4.

In light of the foregoing, Ross's conversion from the Objective View to the Subjective View is appropriately described as "one of the stranger episodes in the history of ethics."²⁴ And, as I noted at the outset, it is surely plausible to contend that, in the particular matter of the book, it is the First Answer that is correct: my obligation is to return the book to you by Friday, since that is what is most suitable to my situation. This is the answer dictated by the Objective View. Despite its plausibility, I reject it. I do so because I reject the Objective View. The view that I accept instead is the Prospective View, which supports the Third Answer: my obligation is to do that which gives me the best prospect of keeping my promise, and I will fulfill this obligation if and only if I do that which is most likely to result in your receiving the book by Friday.

It is curious that the Third Answer figures so little in Ross's discussions, both in *The Right and the Good* and in *Foundations of Ethics*. In the former work he dismisses it on the basis of the two objections that I mentioned and rejected in Section 1. In the latter work he alludes to it obliquely (*FE*, p. 157) but fails to distinguish it from the Second Answer, apparently because he believes that the Prospective View reduces to the Subjective View, which (according to Ross) favors the Second Answer.

The Prospective View is very roughly this (refinement will come later): an act is *prima facie* morally right if and only if it is most likely to suit some aspect of one's situation at least as much as any alternative would; an

²⁴ McConnell (1988), p. 92.

act is overall morally right if and only if it is most likely to suit one's situation as a whole at least as much as any alternative would; and so on for moral wrongness and moral obligatoriness, both *prima facie* and overall. Ross's discussion of this view in *Foundations of Ethics* is very brief, and again is heavily indebted to Prichard. He raises it implicitly when objecting to the Objective View. Suppose, he says (*FE*, p. 152), that one is driving a car from some side-road into a main road. According to the Objective View, there will be an obligation to slow down only if there is traffic. But this ignores the likelihood or probability of there being traffic and of causing an accident if one does not slow down. Surely one has an obligation to slow down in order to reduce the *risk* of injury to others, regardless of whether there is in fact any traffic on the main road.

This sort of objection to the Objective View is familiar. G.E. Moore, a proponent of that view, has given a well-known response.²⁵ According to Moore, if one fails to slow down at the crossroads, one is (or may well be) to blame, but it doesn't follow that one has done wrong. Whether one has done wrong does indeed depend entirely on the actual, rather than the probable, outcome of one's action.

Moore's response is powerful, appealing as it does to a widely acknowledged division in our moral categories. But ultimately it fails, for reasons provided by Frank Jackson. Let us adapt a case provided by

²⁵ Moore (1965), pp. 81-82. Note, however, that Moore does not explicitly address the distinction between *prima facie* and overall obligation. Concerning Moore's credentials as a proponent of the Objective View, see n. 4, item (iii) above.

Jackson to the present discussion.²⁶ Suppose that you are driving to some destination. It's important that you get there quickly. (You're a doctor, and your patient needs your help.) You arrive at a fork in the road. There are three routes that you can take at that point. You know that route *A* will bring you to your destination in 30 minutes. You also know that either route *B* or route *C* will bring you to it in 25 minutes and that either route *B* or route *C* will bring you to it only after two hours, but you don't know which route is the fast one and which the slow. (You've been told about some roadworks, but you don't know which route they're on.) What ought you to do? That is, what is your moral obligation in this situation? Suppose that it is route *B* that is in fact the fast route. Then the Objective View implies that you ought to take that route. But surely this is a mistake. Unless the difference to your patient between your arriving in 25 minutes and your arriving in 30 minutes is drastic (in which case the suitability of taking route *A* would be drastically reduced and perhaps even eliminated entirely), it is clear that what you ought in fact to do is take route *A*, even though you *know* that it's not the fastest.²⁷ It would be wrong to take either route *B* or route *C*, because doing so would expose your patient to a grave and unnecessary (i.e., avoidable) *risk* of suffering.²⁸

²⁶ Jackson (1991), pp. 462-63.

²⁷ Even if the difference between 25 and 30 minutes is drastic – a matter of life and death, say – it is still not the case that you ought to take route *B*. Rather, what you ought to do is take either route *B* or route *C*.

²⁸ There are responses to this objection that may be made on behalf of the Objective View. I discuss and reject them in Zimmerman (2006).

As I reported in Section 2, Ross claims that an act is morally right only if it is reasonable to do it. He uses this claim in an argument against the Objective View. I said at the time that the claim was inadequate to the task. Nonetheless, Ross does have a point, which we may adapt to the present case. In light of the risk of suffering associated with taking either route *B* or route *C*, taking either route would surely be *unreasonable* (regardless of whether there *is* a reason, in some sense, to take route *B*, due to its being in fact the fastest, and hence most suitable, route). There is, then, a link after all between what is right and what is reasonable, and between what is wrong and what is unreasonable. Note, however, that, unlike Ross, I am not relying on this link in order to overturn the Objective View. On the contrary, I am relying on Jackson's case for this purpose, and it is this case that reveals the link.

Ross takes the claim that an act is morally right only if it is reasonable to do it to favor the Subjective View. He does so because, with Prichard, he takes attributions of probability (in light of which actions may be more or less reasonable) to constitute ascriptions of mental states. "[T]here cannot be probabilities in nature," he says (*FE*, p. 152). "Whatever the precise nature of the fact expressed by the statement 'X has probably fainted' [and other such statements of probability], the fact must consist in our mind's being in a certain state." He adds (*FE*, p. 157):

There may be circumstances which the agent does not foresee, but which a wiser or better-informed person might foresee, which would in fact cause a certain activity of the agent's to produce a certain result, the production of which would be objectively right. Yet it would not be reasonable for the agent, if he wished to do his duty, to perform such an activity, since *ex hypothesi* he

neither knows nor thinks the activity would have this result. The fact that other people might know or think this has no tendency to make it reasonable for *him* to act thus. What *he* ought to set himself to do, then, is neither that which will in fact produce the result in question, nor that which in the judgement of better-informed people is likely to produce it, but that which *he* thinks likely to produce it.

This is confused. Return to the case just presented. The reason why you ought to take route *A* is not because *you* think it reasonable to act in this way, but because it *is* reasonable to act in this way; and it is not reasonable for you to act in this way because *you* think the probabilities favor your doing so, but because the probabilities *do* favor your doing so. The probabilities in question are a function of the *available evidence*. This is certainly an agent-relative matter. A person in an epistemically superior position might know that the roadworks are on route *C*; in such a case, he ought not to take route *A* but ought instead to take route *B*. But this is not your situation. *You* ought to act in accordance with the evidence available to *you*. But obligation's being agent-relative in this way does not render it subjective. What thoughts you happen to have about the relative merits of routes *A-C* are irrelevant to what you ought to do. It is the thoughts that you would be *epistemically justified* in having that determine your obligation.²⁹

²⁹ A very important question, that I cannot undertake to investigate here, is what constitutes some body of evidence being "available" to someone. However exactly this term is to be construed, we must recognize that people can affect what evidence is available to them and can thus have obligations regarding what evidence is available to them. For example, it could be that you had the opportunity

It is thus a mistake to think that the Prospective View reduces to the Subjective View.³⁰ Let me now indicate how my earlier account of the Prospective View needs refinement, explain why it supports the Third Answer, and pursue some further implications.

Above, I characterized the Prospective View as saying that an act is morally obligatory if and only if it is most likely to be more suitable, whether to one's situation as a whole or just some aspect of it, than any alternative. Jackson's case gives the lie to this formulation. After all, taking route *A* is *certainly not* most suitable, since it is certainly slower than either route *B* or route *C*. Nonetheless, taking route *A* is the *most reasonable* course of action, given the high probability of things turning out badly otherwise, and thus in *this* sense constitutes what I will call the "*best prospect* of doing what is suitable." I must immediately admit that this is a potentially misleading expression, since it may suggest "doing what is *most likely to be most* suitable," which is precisely what I wish to contrast it with. Nonetheless, I can think of no more apt expression; again, the general idea is that of doing what is most reasonable in light of the risks one faces in virtue of one's evidentiary situation. (It is of course a large question just how in general to determine what is most reasonable in this respect: is it a

to discover which route the roadworks were on and that you had an obligation (in light of the evidence *then* available to you) to have discovered this. Even if this is true, however, it would not affect the fact that, in light of the evidence *now* available to you (evidence that does *not* indicate which route the roadworks are on), you ought to take route *A*.

³⁰ Ross at times seems uneasily aware of this. See *FE*, pp. 157-58.

matter of maximizing expected suitability, of minimizing the risk of doing what is not suitable, or what? I will not try to settle this issue here.³¹)

The Prospective View may now be put more fully and accurately as follows:

Prospective View:

For any act, *A*:

- (1) *A* is prima facie morally right if and only if there is some aspect, *S*, of the agent's situation such that no alternative to *A* provides (i.e., provides the agent) a better prospect of doing what suits *S*;
- (2) *A* is prima facie morally wrong if and only if there is some aspect, *S*, of the agent's situation such that some alternative to *A* provides a better prospect of doing what suits *S*;
- (3) *A* is prima facie morally obligatory if and only if there is some aspect, *S*, of the agent's situation such that *A* provides a better prospect of doing what suits *S* than any alternative;
- (4) *A* is overall morally right if and only if no alternative to *A* provides a better prospect of doing what suits the agent's situation as a whole;

³¹ I will say, however, that whatever the final account of "most reasonable" turns out to be, it should presumably accommodate the possibility of supererogation. Consider a book-borrowing case in which I have a choice between two delivery services, *A* and *B*, and it is very likely that *A* will return the book to you by Friday and only slightly less likely that *B* will do so. If service *A* would be extremely expensive but *B* not, it may be that I am not obligated to use *A*, despite its evident superiority.

- (5) *A* is overall morally wrong if and only if some alternative to *A* provides a better prospect of doing what suits the agent's situation as a whole;
- (6) *A* is overall morally obligatory if and only if *A* provides a better prospect of doing what suits the agent's situation as a whole than any alternative.³²

If we apply this view to the case with which I began, and we grant the suitability of my keeping my promise to you, then the implication is (apparently – but I will qualify this in the two paragraphs following the next) that my obligation is to do that which provides me the best prospect of keeping my promise. This is precisely what the Third Answer says. But that Answer also says that I will fulfill this obligation if and only if I do that which is most likely to result in your receiving the book by Friday. Given the distinction between “best prospect” and “most likely” that I have just emphasized, why should this part of the Third Answer be thought to be supported by the Prospective View?

The reason is that the illustration with which I began is a very simple one that concerns an all-or-nothing matter. You cannot more or less receive the book; you can only receive it or not. If you receive it, then I have done what is (most) suitable; if not, not. No degrees of suitability are in the offing and, under such circumstances, that act which provides the best prospect of doing what is suitable can only be that act which is most likely to be most suitable. But we only have to complicate the illustration a little in order to see once again how these two characteristics can come apart. So let us now suppose (more realistically) that my promise carries with it the

³² A similar view is adumbrated in Section 4 of McNaughton and Rawling (2004).

implicit commitment to return the book to you in as good condition as I can. I have a choice between three delivery services, *A*, *B*, and *C*. I know that *A* will deliver the book in pretty good condition. I also know that either *B* or *C* will deliver it in somewhat better condition, and that either *B* or *C* will deliver it mangled, but I have no idea which will provide the good service and which the bad (although it is in fact *B* that would provide the superior service). Under such circumstances, the Prospective View implies that I ought to use *A*, since doing so provides me the best prospect of keeping my promise and returning the book to you in as good condition as possible, even though it is certain that some other service would return it to you in better condition.

There is a complication. I have just said that *using service A* provides me the best prospect of keeping my promise, but surely *keeping my promise* provides me an even better, indeed the best possible, prospect of keeping my promise. Doesn't the Prospective View therefore imply that I ought to keep my promise and return the book to you in as good condition as I can, that is, that I ought to use service *B*? If so, the Prospective View would seem to reduce, not to the Subjective View (as Ross alleges), but to the Objective View, in which case no progress has been made.

The solution is to note that, although I can use service *B* and thereby keep my promise, and, indeed, that I can intentionally use service *B*, I cannot (given my epistemic situation) thereby intentionally keep my

promise.³³ We should say that, when it comes to *direct* obligation (concerning which see Sections I and III above), only that which one can *intentionally* do is obligatory. The Prospective View should be qualified to reflect this.³⁴ Given such qualification, this view once again implies that I ought to use service *A*.

5.

Let me now turn to the implications of the Prospective View regarding your having a right to receive the book by Friday.

Many philosophers subscribe to the following Correlativity Thesis concerning rights and obligations: one individual, *X*, has a right against another individual, *Y*, that *Y* perform some act, *A*, if and only if *Y* has an obligation to *X* to perform *A*.³⁵ Although it has had its detractors, the thesis

³³ This claim rests on the idea that intentionally doing something requires knowing how to do it, and that under the circumstances I don't know how to keep my promise. This is a controversial matter, but there is no space to pursue it here.

³⁴ I don't pretend that it is self-evident that this qualification should be made, but I do contend that it is plausible.

³⁵ The classic source for this thesis is Hohfeld (1919), pp. 35 ff. Hohfeld is there concerned with *legal* rights and obligations; the present thesis is to be construed as a thesis about *moral* rights and obligations. The thesis concerns in particular rights of the sort that Hohfeld calls *claim*-rights. The rights may be either overall or

seems very plausible. When conjoined with the Prospective View, however, it may appear to have some surprising results.

Consider another version of the original case. Suppose that I have a choice between two delivery services, *A* and *B*. All the evidence available to me favors *A* over *B*; hence, according to the Prospective View, I have an obligation to use *A*, not *B*. The Correlativity Thesis would then apparently imply that you have a right that I use *A* and that you have no right that I use *B*. But now suppose that *B* is in fact the superior service and that *A* will not succeed in delivering the book to you at all. The result would seem to be that, according to the Prospective View, you do not have a right to delivery of the book at all, despite my promise to return it to you. Isn't this preposterous?

I think not. It is very often claimed that rights are grounded in interests. This is plausible. However, the nature of the grounding is not as straightforward as one might think. Let us agree that you have an interest in my returning the book to you by Friday. This is what grounds the proposition that it would be *most suitable* for me to return the book by Friday. It does *not* ground the proposition that you have a *right* that I return the book by Friday, for two reasons: it may be that I *cannot* return the book by Friday; and it may be that that (intentional) act that provides me the best *prospect* of returning it to you by Friday will not in fact achieve my doing so. Each of these points indicates that *your* right, though grounded (in part) in *your* interest, is nonetheless "hostage" to certain facts about *me* (my

merely prima facie, depending on whether the correlative obligations are overall or merely prima facie.

abilities, my evidence) in a way in which your interest itself is not. That to which you have a right is this: that I not perform any act such that some alternative that I could intentionally perform would provide me a better prospect of keeping my promise and returning the book to you by Friday. As long as I act accordingly, your right has been satisfied, even if your interest has not.

Objection: suppose I had borrowed \$100 from you rather than a book. Clearly, I would discharge my debt to you if and only if you received \$100 in return from me. Hence, as the Objective View implies, it is to such repayment that you have a right – no more, and no less. So, too, in the matter of the book. You have a right to its being returned to you by Friday – no more, and no less. So much the worse for the Prospective View.³⁶

Reply: we must distinguish between what it would be most suitable to do and what it is obligatory to do. This is the inescapable lesson of Jackson's case. Perhaps we can regard "debt" as ambiguous between the two, in which case it can be admitted that, in *one* sense of the term, I would discharge my debt to you if and only if you received \$100 in repayment from me. Even so, it is certainly not the case that I would fulfill my obligation to you if and only if you received \$100 in repayment from me. On the contrary, my obligation is to do that which provides me the best

³⁶ Cf. Montague (2004), p. 72: "A person violates no right of yours and acts contrary to no requirement simply by making it probable that she reveals the contents of your diary. Your right is violated only if the person actually reveals...the diary's contents."

prospect of repaying \$100 to you, and thus, given the Correlativity Thesis, it is to my so acting that you have a right.

One could of course resist this conclusion about what right you have, while cleaving to the Prospective View, by denying the Correlativity Thesis. But I see no plausibility in doing so. On the contrary, there is ample reason to declare rights as well as obligations to be partly a function of risk. Return to the case in which your patient needs your help and you must choose between routes *A*, *B*, and *C*. Suppose you ignore your obligation to take route *A* and decide instead to gamble. “Heads, *B*; tails, *C*,” you say, as you toss a coin. Fortunately for your patient, the coin lands heads up. Although your patient would no doubt be relieved to receive prompt treatment, it would surely be reasonable for him to be very angry with you if he were to discover that you had taken such a reckless gamble. He would think, correctly, that you had wronged him – that is, that you had infringed a right of his – in doing so.

Another move that one might try making here is to say that people in general have two sets of rights, one set having to do with what actually occurs and one set having to do with what is likely to occur. We could then say both that you have a right, in the case of the borrowed money, to my repaying you \$100 (or, in the case of the borrowed book, to my returning the book to you) and that you have a right to my doing that which provides me with the best prospect of doing so.³⁷ But this proliferation of senses of the noun “right” is no more acceptable than the proliferation of senses of

³⁷ Something like this proposal is made in Broad (1985), pp. 127 ff.

the adjective “right” that was discussed and dismissed in Section 2; the division of rights into two (or more) categories only confounds the issue. It may at first be tempting to say that I owe you a special obligation to repay \$100 to you (or to return the book to you) but also owe you a general obligation to act responsibly or conscientiously in carrying out such a special obligation and thus to shun any option that does not provide me with the best prospect of accomplishing it; but it is clear on reflection that that can’t be right. Such an account entails the possibility – indeed, the frequent inevitability – of moral dilemmas; for it can easily happen that fulfillment of the alleged general obligation conflicts with fulfillment of the alleged special obligation. This would be the case if my situation were such that the only method of succeeding in repaying you (or returning the book to you) were one that the available evidence indicated was less likely to succeed than some alternative. Surely, though, whatever we think of the possibility of moral dilemmas, they do not arise simply in virtue of our being so situated that what is actually most suitable is not prospectively most suitable. And, given the Correlativity Thesis, this implies that you do not have both a right to repayment (or receipt of the book) and a right to my doing that which is prospectively most suitable in this respect. It is only the latter right that you have.

Second objection: what if I use service *A* on Tuesday, as the Prospective View says I ought, expecting delivery of the book to you on Wednesday, but it then comes to light that the book never reached you? If I have satisfied your right on Tuesday, then you have no right against me that I either retrieve and send the lost book or send you a replacement (if I can)

by Friday. But surely you do have such a right. Therefore the Prospective View is to be rejected.

Reply: obligations can recur. Had I had no evidence that the book hadn't reached you, I would have had no obligation to send it again or send a replacement. Your interest in receiving the book would of course not have been satisfied but, as just noted, what rights you have in the matter are not simply a function of what is in your interest. However, given that I did come to learn that the book hadn't reached you, I did (once again) have an obligation to you in respect of it; your continuing interest in receiving the book, conjoined with my new evidence, rekindled my obligation and hence your right. Or more carefully: given such evidence, I re-incurred an obligation to do that which provided me the best prospect of either sending the original to you or sending a replacement; and so you did indeed once again have a right that I do this.

Third objection: what if I use service *B* on Tuesday, contrary to the prescription of the Prospective View, and you receive the book? Surely I have satisfied any right you have in the matter, even though the Prospective View implies otherwise. Therefore that view is once again to be rejected.

Reply: your interest has been satisfied, but your right has not. You do indeed have a grievance against me. It seems plausible to say that, in light of this, I owe you something, but just what it is that I owe you is a matter that I will not pursue.

Final objection: what if I have a choice between two delivery services, *A* and *B*, I choose the better prospect, the book gets delivered, but my subsequent evidence is that you have *not* received it? Surely your right against me has been satisfied, but the Prospective View implies that I am once again obligated to do that which provides me the best prospect of

sending you either the original or a replacement, and thus that your right against me has not been satisfied. Therefore the Prospective View is again to be rejected.

Reply: the Prospective View is perfectly correct to declare that, under the circumstances, *I* am once again *obligated* to do that which provides me the best prospect of sending you (a copy of) the book; there is no need to retract this claim, since it is perfectly in keeping with the idea, which is the general lesson of Jackson's case, that one's obligations are tailored to one's evidential circumstances. That said, the claim that *you* continue to have a *right* that I act in this way, given that I used the prospectively best service and you did indeed receive the book, is admittedly more troubling. There are three possible positions one might hold on this issue while cleaving to the Prospective View.

First, one could reconcile oneself to accepting the claim that you continue to have the right, even though it is troubling.

Second, one could reject the claim by virtue of rejecting the Correlativity Thesis.

Third, one could reject the claim while retaining the Correlativity Thesis by noting that this thesis stipulates that *X* has a right against *Y* that *Y* perform *A* if and only if *Y* has an obligation *to X* to perform *A*. That is, the thesis stipulates that rights are correlative to what may be called *associative* obligations in particular rather than to all obligations (whether associative or otherwise) in general. It is perfectly consistent to say that *Y* has an obligation to perform some act (even an act that somehow involves doing something to or for *X*) without having an obligation *to X* to perform that

act.³⁸ I suggest that we say just this in the present case. The upshot is that, given my evidential situation, I am once again obligated to do that which provides me the best prospect of sending you (a copy of) the book, but, given the fact that you have already received the book, you no longer have a right against me that I act in this way and so I am not obligated *to you* to do so.³⁹

It may help, in summary, to compare and contrast my position with that of the Objective View on this matter. Recall Ross's claim, in *The Right and the Good*, that "[s]uccess and failure are the only test, and a sufficient test, of the performance of duty" (*RG*, p. 45). This is an implication of the Objective View that he acknowledges to be "curious." He goes on to defend it as follows (*RG*, pp. 45-46):

³⁸ Etymologically, the term "obligation" invokes the idea of an association (a link, a tie, a bond, a ligation) between obligor and obligee, but its sense has broadened so that it expresses a contrary of wrongdoing generally. Not all wrongdoing need involve wronging someone, in the sense of infringing someone's rights.

³⁹ A particularly dramatic sort of case in which obligations and rights can part company is one in which the person whom the obligation involves does not exist. Suppose that, after lending me the book on Monday, you die before I have the opportunity to return it to you, but that I have every reason to believe that you are still alive. Then I will still be obligated to do that which provides me the best prospect of returning the book to you by Friday, even though you, being dead, no longer have a right against me that I do so. (In so saying, I am of course rejecting the claim that you have a posthumous right to this effect.) Once again, this is perfectly in keeping with the Correlativity Thesis, since the obligation in question is not an associative one; that is, it is not one that I owe *to you*.

[T]hat our conclusion is not as strange as at first sight it might seem is shown by the fact that if the carelessly dispatched book comes to hand, it is not my duty to send another copy, while if the carefully dispatched book does not come to hand I must send another copy to replace it. In the first case I have not my duty still to do, which shows that I have done it; in the second I have it still to do, which shows that I have not done it.

Ross's position is captured in the following chart, where: "Carefully dispatched" concerns whether I initially did that which provided me the best prospect of returning the book to you; "Book received" concerns whether you received the book; and "Obligation to resend" concerns whether I have a subsequent obligation to send either the book itself or a replacement.

<u>Carefully dispatched</u>	<u>Book received</u>	<u>Obligation to resend</u>
Yes	Yes	No
Yes	No	Yes
No	Yes	No
No	No	Yes

The position that I endorse, in keeping with both the Prospective View and the Correlativity Thesis, is captured in the following chart, where: "Carefully dispatched" and "Book received" are to be understood as before; "Evidence of book received" concerns my subsequent evidence regarding whether you received the book; "Obligation to resend" is now understood to concern whether I have a subsequent obligation (associative or nonassociative) to do that which *provides me the best prospect* of sending

either the book or a replacement; and “Associative obligation to resend – Right to resending” concerns whether I have a subsequent obligation *to you* so to act, that is, whether you have a right against me that I do so.

<u>Carefully dispatched</u>	<u>Book received</u>	<u>Evidence of book received</u>	<u>Obligation to resend</u>	<u>Associative obligation to resend – Right to resending</u>
Yes	Yes	Yes	No	No
Yes	Yes	No	Yes	No
Yes	No	Yes	No	No
Yes	No	No	Yes	Yes
No	Yes	Yes	No	No
No	Yes	No	Yes	No
No	No	Yes	No	No
No	No	No	Yes	Yes

The Objective View is no doubt initially attractive, in part because it is relatively simple. The Subjective View is considerably more complex and, I have argued, not at all attractive on inspection, although it may have a certain superficial allure. The Prospective View is also quite complex and may take some getting used to, but only it, I submit, adequately accounts for the true nature of moral obligation and moral rights.⁴⁰

⁴⁰ I am very pleased to have this opportunity to contribute to Wlodek’s Festschrift. My relatively brief acquaintance with him has been very enjoyable and beneficial to me, and I am counting on him for more help in the future! Perhaps he can begin by pointing out – in his usual cheerful manner – where I’ve gone wrong in this

References

- Anscombe, G.E.M. (1969). *Intention*. Ithaca: Cornell University Press.
- Brandt, R.B. (1959). *Ethical Theory*. Englewood Cliffs: Prentice-Hal.
- Broad, C.D. (1985). *Ethics*. Dordrecht: Martinus Nijhoff.
- Broome, J. (1991). "The Structure of Good: Decision Theory and Ethics."
In M. Bacharach and S. Hurley (ed.), *Foundations of Decision Theory*
(Oxford: Basil Blackwell), pp. 123-46.
- Dancy, J. (2002). "Prichard on Duty and Ignorance of Fact." In P. Stratton-
Lake (ed.), *Ethical Intuitionism* (Oxford: Clarendon Press), pp. 229-47.
- Davidson, D. (1980). *Essays on Actions and Events*. Oxford: Clarendon
Press.
- Ewing, A.C. (1948). *The Definition of Good*. London: Routledge and
Kegan Paul.
- Feldman, F. (1986). *Doing the Best We Can*. Dordrecht: D. Reidel.
- Frankena, W.K. (1963). "Obligation and Ability." In M. Black (ed.),
Philosophical Analysis (Englewood Cliffs: Prentice-Hall), pp. 148-65.
- Gibbard, A. (1990). *Wise Choices, Apt Feelings*. Cambridge, Mass.:
Harvard University Press.
- Goldman, A.I. (1970). *A Theory of Human Action*. Princeton: Princeton
University Press.
-

paper. I am grateful to Krister Bykvist, Terry McConnell, David McNaughton, and Toni Rønnow-Rasmussen for comments on previous drafts. Also, I thank the National Endowment for the Humanities for support during the writing of this paper.

- Hohfeld, W.N. (1919). *Fundamental Legal Conceptions*. New Haven: Yale University Press.
- Jackson, F. (1986). "A Probabilistic Approach to Moral Responsibility." *Logic, Methodology and Philosophy of Science*, 7: 351-65.
- Jackson, F. (1991). "Decision-theoretic Consequentialism and the Nearest and Dearest Objection." *Ethics*, 101: 461-82.
- Kagan, S. (1998). *Normative Ethics*. Boulder: Westview Press.
- Kavka, G. (1983). "The Toxin Puzzle." *Analysis*, 43: 33-36.
- Mason, E. (2003). "Consequentialism and the 'Ought Implies Can' Principle." *American Philosophical Quarterly*, 40: 319-31.
- McConnell, T. (1988). "Ross on Duty and Ignorance." *History of Philosophy Quarterly*, 5: 79-95.
- McNaughton, D., and Rawling, P. (2004). "Duty, Rationality, and Practical Reasons." In A.R. Mele and P. Rawling (ed.), *Oxford Handbook of Rationality* (Oxford: Oxford University Press), pp. 110-31.
- Montague, P. (2004). "Blameworthiness, Vice, and the Objectivity of Morals." *Pacific Philosophical Quarterly*, 85: 68-84.
- Moore, G.E. (1965). *Ethics*. Oxford: Oxford University Press.
- Parfit, D. (1984). *Reasons and Persons*. Oxford: Clarendon Press.
- Prichard, H.A. (1949). *Moral Obligation*. Oxford: Clarendon Press.
- Ross, W.D. (1930). *The Right and the Good*. Oxford: Clarendon Press.
- Ross, W.D. (1939). *Foundations of Ethics*. Oxford: Clarendon Press.
- Russell, B. (1910). *Philosophical Essays*. London: George Allen & Unwin.
- Timmons, M. (2002). *Moral Theory: An Introduction*. Lanham: Rowman and Littlefield.
- Zimmerman, M.J. (2006). "Is Moral Obligation Objective or Subjective?" *Utilitas*.