

Conditional Analyses of Personal Obligation

(This is a supplement to my 'The Irreducibility of Personal Obligation')

One might propose the following diagnosis of why claims about personal obligation cannot be reduced to claims about unconditional impersonal obligation:

In evaluating any deontic claim, be it a claim about personal or impersonal obligation, we need a conception of the relevant possibilities. But which possibilities count as relevant will depend on whether we are evaluating claims about personal or impersonal obligation. When we are asking what a given agent, x , *ought to do* at time t , we hold fixed all those facts that are outside this agent's control at t , including the simultaneous choices of other agents. Thus, if, at t , some other agent, y , chooses to ϕ , then we treat this fact as settled, and we consider only those possibilities in which y makes this choice. By contrast, when we ask what *ought to be the case* at t , we do not hold fixed the choices made by any agent at t . Even if, as a matter of fact, at t , y chooses to ϕ , in evaluating claims about what ought to be the case at t we consider both the possibilities in which y chooses to ϕ , and the possibilities in which y makes alternative choices. Moreover, how deontic claims are to be evaluated depends crucially on what possibilities count as relevant, and hence on what facts count as settled. Therefore, claims about what a given agent, x , *ought to do* cannot be understood in terms of claims about what *ought to be the case simpliciter*. They must instead be understood in terms of claims about what *ought to be the case holding fixed all those facts that are outside x 's control*, that is, what ought to be the case *conditional* on the conjunction of these facts. And so we should move from the reductions we have been considering (MCR and MCR_{stit}) to one of the following reductions:

MCR_C: " s ought to ϕ " is logically equivalent to "conditional on the conjunction of all the facts that are outside s 's control, it ought to be the case that s ϕ s."

MCR_{stit-C}: " s ought to see to it that p " is logically equivalent to "conditional on the conjunction of all the facts that are outside s 's control, it ought to be the case that s sees to it that p ."

This proposal appears, at least *prima facie*, to be very promising. For suppose we combine these reductions with the following two claims:

CO1. It ought to be the case that p conditional on q just in case, among the possibilities in which q obtains, the possibilities that are optimal, from the deontic point of view, are all possibilities in which p obtains.

CO2. If, conditional on a tautology, it ought to be the case that p , then it ought to be the case that p unconditionally.¹

We can then explain why personal and impersonal obligation come apart in Campus Visit and in Coordination. In Campus Visit, there are four possibilities:

A1: Wagstaff and Baravelli both go to the colloquium.

A2: Wagstaff and Baravelli both go to the saloon.

A3: Wagstaff goes to the saloon and Baravelli goes to the colloquium.

A4: Wagstaff goes to the colloquium and Baravelli goes to the saloon.

Among these, only A1 is optimal from the deontic point of view, since all the other possibilities involve violated obligations. And in A1, Baravelli goes to the colloquium. So it follows from CO1 and CO2 that it ought to be the case that Baravelli goes to the colloquium. However, since Wagstaff goes to the colloquium and Baravelli has no control over this fact, the only possibilities in which all the facts outside Baravelli's control obtain are A2 and A3. And within this subset of possibilities, only A2 is optimal, since A3 involves one additional violation of obligation. In A2, Baravelli goes to the saloon. And so by CO1, conditional on the conjunction of facts outside Baravelli's control, it ought to be the case that he goes to the saloon. Hence it follows from MCR_C that Baravelli ought to go to the saloon. And so, assuming CO1 and CO2, MCR_C can explain why personal and impersonal obligation come apart in Campus Visit.

Similarly, assuming CO1 and CO2, MCR_{stit-C} , we can explain why personal and impersonal obligation come apart in Coordination. In this case, CO1 and MCR_{stit-C} imply that Baravelli ought to see to it that he goes to the main office, since, among the possibilities in which Wagstaff goes to the main office, the only optimal possibility is one in which Baravelli sees to it that he does the same. But CO1 and CO2 imply that it is false that it ought to be the case that Baravelli sees to it that he goes to the main office. For, among the four possibilities that exist in this case unconditionally, there is one optimal possibility in which Baravelli does not see to it that he goes to the main office. This is the possibility in which Baravelli and Wagstaff both go to Baravelli's office.

But while the proposed reductions of personal obligation to conditional impersonal obligation may get the right results in the cases we have considered so far, there are other cases in which these reductions have implications that are highly problematic. I will now present a case that illustrates a serious problem $MCR_{\text{stit-C}}$, and hence, *a fortiori*, for MCR_C . This case shows that, given some fairly standard assumptions about the logic of conditional obligation, $MCR_{\text{stit-C}}$ implies that some perfectly ordinary normative principles, including the Fidelity Principle, are in fact incoherent.

Pinky Promise. Professor Wagstaff is visiting Huxley University where he has been offered a professorship. Baravelli has promised to accompany Wagstaff throughout his visit. Wagstaff, worried that Baravelli's friend Pinky might get into trouble if left on his own, has promised that he will not leave Pinky on his own, but that if he can attend the colloquium without leaving Pinky on his own he will do so. None of the three agents has made any other promises. Wagstaff and Baravelli each have only two options, namely going to the colloquium and going to the saloon. They act independently, so that wherever each one goes, he sees to it that he goes. Pinky, however, is being held captive at the saloon, and so he has no other option but to remain at the saloon. There are thus four possibilities, as follows:

		Wagstaff	
		Saloon	Colloquium
Baravelli	Saloon	B4	B1
	Colloquium	B3	B2

Now suppose that Wagstaff goes to the colloquium. In this case, since Baravelli has promised to accompany Wagstaff, the only way he can fulfill all his promises, under his actual circumstances, is to see to it that he goes to the colloquium. And so it follows from the Fidelity Principle that Baravelli ought to see to it that he goes to the colloquium. And so $MCR_{\text{stit-C}}$ implies that, conditional on the conjunction of all the facts that are outside Baravelli's control, it

ought to be the case that Baravelli sees to it that he goes to the colloquium. And, since we are assuming Wagstaff goes to the colloquium, what lies outside of Baravelli's control is that one or other of B1 and B2 obtains. Hence the Fidelity Principle and MCR_{stit-C} together imply:

- (29) Conditional on (B1 or B2), it ought to be the case that Baravelli sees to it that he goes to the colloquium.

Now suppose Baravelli goes to the colloquium. In this case, since Pinky is being held captive in the saloon, and since Wagstaff has promised not to leave Pinky on his own, the only way Wagstaff can fulfill all his promises is to see to it that he goes to the saloon. And so it follows from the Fidelity Principle that Wagstaff ought to see to it that he goes to the saloon. Hence, assuming MCR_{stit-C} , it follows that, conditional on all the facts outside Wagstaff's control, it ought to be the case that he sees to it that he goes to the saloon. And since what lies outside of Wagstaff's control, in the present case, is the disjunction (B2 or B3), the Fidelity Principle and MCR_{stit-C} together imply:

- (30) Conditional on (B2 or B3), it ought to be the case that Wagstaff sees to it that he goes to the saloon.

Now suppose that Wagstaff goes to the saloon. In this case, since Baravelli has promised to accompany Wagstaff, it follows from the Fidelity Principle that Baravelli ought to see to it that he goes to the saloon. Hence, assuming MCR_{stit-C} , it follows that, conditional on all the facts outside of Baravelli's control, it ought to be the case that he goes to the saloon. And so the Fidelity Principle and MCR_{stit-C} together imply:

- (31) Conditional on (B3 or B4), it ought to be the case that Baravelli sees to it that he goes to the saloon.

Suppose, finally, that Baravelli goes to the saloon. In this case, since Wagstaff has promised that he will attend the colloquium if he can do so without leaving Pinky on his own, and since, as a matter of fact, Wagstaff can attend the colloquium without leaving Pinky on his own, it follows from the Fidelity Principle that Wagstaff ought to see to it that he goes to the colloquium.

Hence, assuming $MCR_{\text{stit-C}}$, it follows that, conditional on all the facts outside Wagstaff's control, it ought to be the case that Wagstaff sees to it that he goes to the colloquium. Thus,

- (32) Conditional on (B1 or B4), it ought to be the case that Wagstaff sees to it that he goes to the colloquium.

The four conclusions we have just derived from the Fidelity Principle and $MCR_{\text{stit-C}}$, namely (29) through (32), are inconsistent according to many standard accounts of conditional obligation. For according to many such accounts, conditional obligation claims are to be understood in terms of some kind of ordering relation that obtains among possibilities. While these accounts often differ in their details, they agree that there is some transitive, asymmetric ordering relation, which we may denote ' \succ ', such that

- CO3.** If it ought to be the case that q conditional on p , then for any possibility, α , in which $(p \ \& \ \neg q)$, there is a possibility β , in which $(p \ \& \ q)$, such that $\beta \succ \alpha$.

The relation \succ is interpreted in various ways in different accounts of conditional obligation. Thus, in [Hanson, 1969], it is described as the *more ideal than* relation; in [Lewis, 1973], it is described as the *better than* relation; in [Zimmerman, 1996] it is described as the *more deontically valuable than* relation; and in [Hilpinen, 2001] it is described as the *normatively less objectionable than* relation. But for the purposes of our argument, it doesn't matter how we interpret P6. For however it is interpreted, CO3 allows us to infer the following from (29):

- (33) For any possibility, α , in which ((B1 or B2) and Baravelli does not see to it that he goes to the colloquium)), there is a possibility β , in which ((B1 or B2) and Baravelli does see to it that he goes to the colloquium), such that $\beta \succ \alpha$.

But B1 is the only possibility in which (B1 or B2) and Baravelli does not see to it that he goes to the colloquium. And B2 is the only possibility in which (B1 or B2) and Baravelli does see to it that he goes to the colloquium. Hence, CO3 allows us to infer the following:

- (34) $B2 \succ B1$

Similarly, CO3 allows us to infer the following three claims from (30), (31) and (32), respectively:

(35) $B3 \succ B2$

(36) $B4 \succ B3$

(37) $B1 \succ B4$

Since relation ‘ \succ ’ is transitive and asymmetric, claims (34) through (37) are jointly inconsistent. And these conclusions follow from the Fidelity Principle, on the basis of $MCR_{\text{stit-C}}$ and CON3. And so if we accept an account of conditional obligation that entails CON3, and we grant that the Fidelity Principles is coherent, then we must reject $MCR_{\text{stit-C}}$.

Similar problems can be created for $MCR_{\text{stit-C}}$ on the basis of a principle of conditional obligation that is more theory-neutral than CO3, namely:

CO4. If, conditional on p , it ought to be the case that q , then it is not permissible that (p & $\neg q$).

Or, equivalently,

CO4*. If, conditional on p , it ought to be the case that q , then it ought to be the case that ($p \supset q$).

Given some standard assumptions, CO3 entails CO4.ⁱⁱ And CO4 is also entailed in some systems of deontic logic that do not entail CO3.ⁱⁱⁱ Moreover, CO4 is very plausible. If, conditional on Jones promising to help Smith, it ought to be the case that he helps Smith, then surely it is not permissible that Jones promises to help Smith but fails to do so. Similarly, if, conditional on Jones’ murdering Smith, it ought to be the case that he murders Smith gently, then surely it is not permissible that Jones murders Smith and fails to murder him gently. And assuming CO4, we can derive conflicting obligations from propositions (29) through (32).

From (29), CO4 licenses the following inference:

(38) It ought to be the case that $((B1 \text{ or } B2) \supset \text{Baravelli sees to it that he goes to the colloquium})$.

However,

(39) Necessarily, if $((B1 \text{ or } B2) \supset \text{Baravelli sees to it that he goes to the colloquium})$ then not B1.

And so by O2 we can infer

(40) It ought to be the case that not B1.

By similar reasoning, O2 and CO4 allow us to infer the following three claims from (30), (31) and (32), respectively:

(41) It ought to be the case that not B2.

(42) It ought to be the case that not B3.

(43) It ought to be the case that not B4.

Hence, by O1, we can infer that it ought to be the case that (not B2 and not B3 and not B4). And since, in Pinky Promise, B1 through B4 are the only possibilities, it follows that, necessarily, if (not B2 and not B3 and not B4) then B1. And so by O2 we can infer that it ought to be the case that B1. Since we already inferred that it ought to be the case that not B1, we have derived a deontic conflict, of the kind ruled out by O1 and O3. Therefore, if we grant that the Fidelity Principle is coherent, and if we accept principles O1 through O3 together with either CO3 or CO4, then we must reject $MCR_{\text{stit-C}}$. And so we must also reject the weaker principle MCR_C .

5. Why Personal Obligation is Irreducible to Conditional Impersonal Obligation

I have argued that some prima facie promising attempts to analyze personal obligation in terms of conditional impersonal obligation, namely $MCR_{\text{stit-C}}$ and MCR_C , are unsuccessful. But mightn't some other attempt to analyze personal obligation in terms of conditional impersonal obligation be more successful? I believe the answer is no, at least if we accept a theory of

conditional obligation according to which facts about conditional obligation can be understood in terms of some relation, \succ , by which possibilities are ordered.

As mentioned earlier, this relation can be interpreted in various ways. But for the sake of concreteness, let us follow Hilpinen (2001) and suppose that it represents the *normatively less objectionable than* relation. An analogue of the following argument can be given on any other of the interpretations that have been offered for the relation in question.

Now, just as I argued in section 3 that two normative theories can differ in their implications about personal obligation without differing in their implications about unconditional impersonal obligation, so likewise it seems that two normative theories can differ in their implications about personal obligation without differing in their implications about the relative levels of objectionableness among possibilities. Hence, if claims about conditional impersonal obligation can be understood in terms of claims about the relative objectionableness of possibilities, then two normative theories can differ in their implications about personal obligation without differing in their implications about conditional impersonal obligation. Consequently, claims of the former type are not logically equivalent to claims of the latter type.

Consider the view that the fewer promises are broken in a given possibility, the less normatively objectionable it is. One might hold such a view, while at the same time holding that each individual ought to be concerned with fulfilling her own promises, and hence that each individual's duty is to break as few of her own promises as possible. Thus, there would appear to be a logically consistent theory, T3, consisting in the following two claims:

- X. A first possibility is less normatively objectionable than a second possibility just in case the first possibility involves fewer broken promises than the second.
- FP. Necessarily, in any given situation, an agent ought to do what is required in order to break the fewest promises she can under her circumstances.

But the view that that a possibility is less objectionable the fewer broken promises it involves also appears to be consistent with the claim that each individual ought to act so as to minimize

the total number of broken promises. And so there would appear to be a logically consistent theory, T4, consisting in the conjunction of X and

FP' Necessarily, in any given situation, an agent ought to reduce, as much as is possible under her circumstances, the total number of promises that are broken by herself or by other agents.

Since theories T3 and T4 both include principle X, these two theories completely agree about the relative normative objectionableness of possibilities. Therefore, if this ordering determines the truth-values of claims about conditional impersonal obligation, then it follows that T3 and T4 do not differ in their implications concerning conditional impersonal obligation. However, these two theories do differ in their implications concerning personal obligation. For T4 affirms, while T3 denies, that agents can be obligated to break their own promises in order to prevent other agents from breaking theirs.

I have argued that, so long as we accept a standard account on which claims about conditional impersonal obligation can be understood in terms of an ordering of possibilities, we must reject the view that claims about personal obligation are *logically equivalent* to claims about conditional impersonal obligation. But even if there is no such logical equivalence, mightn't claims about personal obligation still *supervene* on claims about conditional impersonal obligation? I believe, once again, that the answer is no. For while few of us accept the Fidelity Principle, most of us accept some non-consequentialist principles, and so most of us hold that there are true claims about what we ought to do that cannot be accounted for by any consequentialist theory. But if this is so, then there will be true claims about what we ought to do that cannot be accounted for in terms of any single ordering of possibilities—insofar as a given agent's obligations can be explained in terms of an ordering of possibilities, this would need to be a *personal* or *agent-relative* ordering, that differs from the ordering of possibilities by which other agents' obligations are explained. But if we allow that claims about conditional impersonal obligation supervene on a single ordering of possibilities, and we deny that claims about personal obligation supervene on any such ordering, then we must deny that claims about

personal obligation supervene on claims about conditional impersonal obligation. Hence, we must conclude that claims about personal obligation are irreducible to claims about conditional impersonal obligation, just as they are irreducible to claims about unconditional impersonal obligation.

ⁱ These two principles can be traced to [Hansson, 1969] and [von Wright, 1968], respectively.

ⁱⁱ CO4 follows from CO3 in conjunction with the assumption that it ought to be the case that p whenever p is true in every unsurpassed possibility (where one possibility, w_1 , is said to surpass another possibility, w_2 , just in case $w_1 \succ w_2$). Proof: suppose that, conditional on p , it ought to be the case that q . It follows from CO3 that for any possibility, α , in which $(p \ \& \ \neg q)$, there is a possibility β , in which $(p \ \& \ q)$, such that $\beta \succ \alpha$. Hence it follows that every unsurpassed possibility is one in which $\neg(p \ \& \ \neg q)$, that is, $p \supset q$. And so it follows from our assumption that it ought to be the case that $p \supset q$.

ⁱⁱⁱ For examples, P7 follows from axiom A4 in [Rescher, 1958], which is one of the less controversial axioms in Rescher's system. This principle states that if, conditional on c , it is permissible that a and b , then conditional on c and b , it is permissible that a . (To see how P7 follows from A4, substitute $\neg q$ for a , p for b , and a tautology for c . The inference from A4 to P7 then requires only CO2 and the assumptions that conditional permission is the dual of conditional obligation.)