

REMOTE OBLIGATION

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Article:

In this paper I shall draw a distinction between what I shall call remote and immediate moral obligation. The distinction sheds light on the issues of whether "ought" implies "can" and of whether there can be any genuine moral dilemmas, but it also calls for a qualification in the usual account of what it is for an obligation to be overridden.

I. "OUGHT" AND "CAN"

The thesis that "ought" implies "can" has been challenged in many ways. One challenge concerns the matter of what I shall call self-imposed impossibility. A typical case of such impossibility is that of someone who makes it impossible that he repay a loan on Sunday by gambling away all his money on Saturday night. Many philosophers have taken this sort of case to show that "ought" does not imply "can" because the person in question ought to repay the loan but cannot.¹ This diagnosis strikes me as far too hasty. Let us say that the person (call him Smith) promised to repay the loan on Sunday. Then, certainly, it seems that it may well be right to say that Smith ought to have repaid the loan—and here I use "ought" in that sense which characterizes what Ross called an obligation or duty proper (as opposed to a prima facie obligation or duty), for it is with this sense that I shall be primarily concerned in this paper. And certainly it seems right to say that he could not repay the loan (once he had gambled his money away). But neither observation suffices to show that "ought" does not imply "can."

It has become a common practice to ascribe a double time-index to "can"-contexts—one to the "can" itself and one to the action on which the "can" operates. This is a useful practice. Thus, we may say that I can now be in Boston tomorrow although, if I embark this evening on a trip to the Far East, I may put the possibility of my being in Boston tomorrow out of reach. In general, we may say that, in the phrase-form "S can at T do A at T'," the "can" is immediate if T is identical with T' but remote otherwise. (We may assume that, in the latter case, T is earlier than T'.) It seems to me plausible to say that "can (remote)" is analyzable in terms of "can (immediate)," but I shall not press this.² All I wish to do here is make explicit note of the fact that "cans" and "cannots" may be remote, in the sense that some non-immediate futures are open to me now while others are not.

Now, if "ought" implies "can" and if "cans" can be immediate or remote, then we should expect "oughts" to be classifiable as either immediate or remote. And I suggest that we say just this. That is, I suggest that we ascribe a double time-index to "ought"-contexts and accept the propriety of the phrase-form "S ought at T to do A at T'," in which the "ought" may be said to be immediate if T is identical to T' but remote otherwise. The thesis that "ought" implies "can" may then be seen to be the thesis, more precisely stated, that "S ought at T to do A at T'" implies "S can at T do A at T'."³ And the question now is: does the acknowledged phenomenon of self-imposed impossibility show this thesis to be false?

The answer seems clearly to be that it does not. On the contrary, the thesis helps explain what I think we want to say about the case, and that is the following.⁴ Prior to the Saturday night gambling, Smith ought to repay the loan on Sunday. After he has gambled away all his money so that he can no longer repay the loan on Sunday, it

is not true to say that Smith ought then to repay the loan on Sunday. On the contrary, Smith is then faced with new options and his obligations change accordingly. (Just what these new options and obligations are will depend on details of the case that I have not provided.) It of course remains true to say on Monday that Smith ought to have repaid the loan on Sunday, for what this amounts to saying is that there was a time T such that Smith ought at T to repay the loan on Sunday. It is also true to say on Monday that Smith could not have repaid the loan on Sunday, if this is taken to mean that there was a time T such that Smith could not at T repay the loan on Sunday, but not if this is taken to mean that there was no time T such that Smith could at T repay the loan on Sunday.

It is crucial to this way of viewing things that we see remote wrongs—that is, violations of remote obligations—to be genuine wrongs, just as immediate wrongs are; indeed, they are wrongs which are often morally no less important than immediate wrongs. Now, it does seem true that, whenever a remote wrong is committed, an immediate wrong is committed also, but this does not undermine what I have just said. For instance, when Smith does the remote wrong of not repaying the loan on Sunday, he also does the immediate wrong of gambling away his money on Saturday night. Indeed, it seems correct to say that, in some sense, the remote wrong is committed by virtue of the immediate wrong's being committed. (The remote wrong would not have been committed—then and there—had not the immediate wrong been committed.⁵) But this is not to give any sort of moral primacy to the immediate wrong. On the contrary, in the present case it seems fair to say that such primacy rests with the remote wrong; that is, in some sense, it is wrong for Smith to gamble away all his money on Saturday night because it is wrong for him not to repay the loan on Sunday. (The gambling would not have been wrong had not the failure to repay the loan been wrong.) Thus, self-imposed impossibility affords no excuse. I shall have more to say on this issue in Section III.

There is a flip-side to the problem of self-imposed impossibility; we may call it the problem of self-imposed necessity. Some philosophers hold that "ought" implies not only "can" but "can avoid." More precisely, their view is that "S ought at T to do A at T" implies "S can at T do other than A at T." This view seems quite plausible to me, especially when it is coupled with an account of "ought" according to which, to put it roughly, one ought to do the best one can.⁶ For those things which one does of necessity are, a fortiori, among the things that are the best that one can do. Without the thesis that "ought" implies "can avoid," then, one is in danger of being committed to accepting that we all ought to travel more slowly than light, not high-jump twenty feet, and so on.

Now, if "ought" does imply "can avoid," the problem of self-imposed necessity arises. A typical case of such necessity is that of someone (call him Jones) who makes it necessary that he keep his promise to be in a certain room at 10:00 by entering that room at 9:45, locking the door, and throwing away the key. If Jones knows himself to be weak-willed and likely to renege on his promise other-wise, his action of throwing away the key may be laudable. Indeed, let us suppose that, if he did not throw away the key, Jones would not keep his promise; then, if he ought to keep his promise, he ought also to throw away the key. But does it follow, by virtue of "ought" implying "can avoid," that we may say at 11:00 that it is not the case that Jones ought to have kept his promise? Of course not. The solution by now should be obvious. We should, I submit, say the following: Jones ought up to 9:45 to keep his promise at 10:00; Jones ought up to 9:45 to throw away the key at 9:45; it is not the case that Jones ought after 9:45 to keep his promise at 10:00. Thus, at 9:45, Jones satisfies two obligations, one immediate and the other remote; and it is in virtue of this remote obligation that we may say at 11:00 that Jones ought to have kept his promise.

II. MORAL DILEMMAS

By a "moral dilemma" I mean, not a conflict of prima facie duties, but a conflict of duties proper. More precisely, someone S is faced with a moral dilemma, in the present sense, if he ought at T to do some action A at T' but also ought at T not to do A at T'. This very way of putting things, with the explicit use of a double time-index, exposes a possibility that seems to me heretofore not to have been adequately appreciated by those who have discussed moral dilemmas, namely, the possibility that S ought at T to do A at T' but also at T* (a time distinct from T) not to do A at T'. Such a conflict of duties proper does not constitute a moral dilemma in

the present sense; let us call such a conflict a moral bind.

Many philosophers have thought that there can be moral dilemmas.⁷ This contention seems to me to be false; it is a contention that has recently been cogently criticized by Earl Conee.⁸ But, while there cannot be moral dilemmas, there can, I think, be moral binds. In the course of his critique of moral dilemmas Conee overlooks this important fact. One of the most plausible reasons for thinking that there can be moral dilemmas concerns the emotion of guilt. One argument that Conee considers may be reconstructed as follows:⁹

- (A) (1) It is appropriate for someone to feel guilty about doing A [or not doing A] only if he ought not [or ought] to have done A.
(2) It is possible both that it would be appropriate for someone to feel guilty about doing A (were he to do it) and that it would be appropriate for him to feel guilty about not doing A (were he not to do it).

Therefore

- (3) It is possible both that someone ought to do A and that he ought not to do A.

Conee's response to this argument is in effect the following. On one understanding of "appropriate" (A1) is true but (A2) false, while on another understanding (A2) is true but (A1) false. In the former case "appropriate" is to be understood in what Conee calls its objective sense, while in the latter case it is to be understood in its subjective sense. He clarifies this as follows: feeling guilty is objectively appropriate (or appropriate to the facts) just in case one is guilty; feeling guilty is subjectively appropriate just in case one believes that one is guilty.

Clearly, if one is to reject the possibility of moral dilemmas and one understands the conclusion (A3) of the foregoing argument to express the contention that there can be moral dilemmas, one must reject at least one of the premises of that argument. If both premises seem plausible, then it is prudent to proceed as Conee has done and to try to isolate two senses of some key term, show that the premises are plausible only if the term is used in both its senses, and thereby show that the argument fails due either to its having at least one false premise or to its relying on equivocation and thus being invalid. But there is another, instructive way to deal with the foregoing argument; it is possible to accept both premises, even where "appropriate" is used univocally, and thus accept the conclusion, but to accept it only on the understanding that it expresses the contention that there can be moral binds (and not moral dilemmas).

To make this point clear, we need to render explicit the time-indices suppressed in version (A) of the argument. If all of statements (1) - (3) are to be acceptable when this is done, the argument must, I think, read as follows:

- (B) (1) It is appropriate for someone to feel guilty at T_3 about doing A [or not doing A] at T_2 only if he ought not [or ought] at some time T to do A at T_2 .
(2) It is possible both that it would be appropriate for someone to feel guilty at T_3 about doing A at T_2 (were he to do it then) and that it would be appropriate for him to feel guilty at T_3 about not doing A at T_2 (were he not to do it then).

Therefore

- (3) It is possible both that someone ought at some time T to do A at T_2 and that he ought at some time T not to do A at T_2 .

In reaching this conclusion one must understand "appropriate" in its objective sense, for otherwise (B1) would be false. (That is, I am here assuming that one is guilty of doing something only if one ought not to have done it.¹⁰)

It is extremely important to distinguish (B3) from the following sentence, which expresses the contention that there can be moral dilemmas:

(C) It is possible that there be a time T such that someone both ought at T to do A at T_2 and ought at T not to do A at T_2 .

In (C) the quantifier over times has broad scope, and the time of "ought" is thus said to be identical with the time of "ought not." This is not the case in (B3), which would be true if the following could be true:

(D) S ought at T_0 to do A at T_2 and ought at T_1 (a time distinct from T_0) not to do A at T_2 .

(D) expresses a moral bind, not a moral dilemma.

While I shall not argue for the claim that there cannot be moral dilemmas, I think that it is easy to see that there can be moral binds. Suppose that Green promises on Friday to help Black move furniture on Sunday, and suppose that this promise gives rise, not just to a prima facie duty, but to a duty proper on Friday to help Black on Sunday. But suppose that Green later wrongfully puts him-self in a position such that some more urgent task needs attending to on Sunday. Suppose, for instance, that he abducts White at noon on Saturday and that, as a result, he has a duty proper after noon on Saturday to return White unharmed on Sunday—a task which will require him to forgo helping Black. This seems to me all perfectly possible. The following constitutes a partial moral summary of the situation: Green ought on Friday and Saturday morning to help Black on Sunday; Green ought on Friday and Saturday morning not to abduct White at noon on Saturday; Green abducts White at noon on Saturday; Green ought on Saturday afternoon and Sunday to return White on Sunday; Green ought on Saturday afternoon and Sunday not to help Black on Sunday. Thus, by doing wrong on Saturday, Green has put himself in a moral bind.

Two points are noteworthy here. First, the case just presented is, like that in which Smith gambles away his money, a case where a remote wrong is or would be done by virtue of an immediate wrong's being done. Here the remote wrong is Green's not helping Black on Sunday (remote because the "ought" which is violated ceases to apply before Sunday arrives); the immediate wrong is Green's abducting White on Saturday (immediate because the "ought" which is violated applies on Saturday). In this case, as opposed to the earlier case concerning Smith, there is some reason to deny that the remote wrong has moral primacy over the immediate wrong. This is because, while it is true that Green's abducting White is wrong because of his obligation to help Black, the abduction is wrong for other reasons also. Indeed, it is these other, independent reasons which make it possible for Green to take on a new obligation not to help Black. But, just as with the case of Smith's gambling, the question of which wrong (if any) has moral primacy has no bearing on the fact that both immediate and remote wrongs are genuine wrongs.

Secondly, it is precisely because Green both ought on Friday and Saturday morning to help Black on Sunday and ought on Saturday afternoon and Sunday not to help Black on Sunday that it can be objectively appropriate for him to feel guilty on Monday about helping Black, were he to do so, and also objectively appropriate for him to feel guilty on Monday about not helping Black, were he not to do so.¹¹ Thus, we may go even further than Coney acknowledges in accommodating the data that proponents of moral dilemmas wish to accommodate, but without, in the end, accepting the possibility of such dilemmas.

III. THE OVERRIDING OF OBLIGATION

The foregoing account of remote obligation pre-supposes the propriety of saying that Smith has a duty proper on Friday to repay the loan on Sunday, that Green has a duty proper on Friday to help Black on Sunday, and so on. And some may balk at this. They may say: Green's duty to help Black is overridden on Saturday by a duty not to help Black; this shows that the duty to help Black was merely prima facie at best. But I deny that this shows anything of the sort.

Notice that Green's duty to help Black resembles Smith's duty to repay the loan, in that both are generated by a promise; if Green's duty is merely prima facie, it seems that Smith's duty must be merely prima facie also. But if so, then Smith will have done no full-fledged wrong, but merely a prima facie wrong, in not repaying the loan,

and so we cannot say on Monday that he ought to have repaid it (where "ought" here expresses a duty proper), and we cannot reproach him for not having done so, and so on. But we can reproach him for not having done so, for his failure to repay the loan is a full-fledged wrong. And so Green's failure to help Black (should he fail to do so) appears to be a full-fledged wrong also, even though his obligation to help Black is overridden. Of course, we could try to distinguish the cases in this way: we could say that Smith's duty to repay the loan becomes a duty proper at the moment that he gambles his money away but that Green's duty to help Black never becomes a duty proper. But I can find no plausibility in this suggestion. On the contrary, it seems to me that what we should say is the following. Both Smith's duty and Green's duty are duties proper on Friday and Saturday. Both obligations are superseded on Saturday.

Green's duty, indeed, is overridden by a duty not to help Black. At the moment it becomes overridden, it of course ceases to be a duty proper; but this does not imply that it never was a duty proper. Thus the usual account of what it is for an obligation to be overridden must be qualified slightly. The usual account, as I understand it, is this: in any situation there may be several conflicting prima facie duties; at most one of these is a duty proper; where there is a duty proper, all the other conflicting prima facie duties are overridden and thereby relegated to the status of being merely prima facie; only the violations of duties proper constitute full-fledged wrongs; violations of a duty that is merely prima facie constitutes a wrong that is merely prima facie. As far as it goes, this account seems to me acceptable. But it does not go far enough. The qualification that is called for is simply this addition: a duty, once overridden, is merely prima facie; but a duty may become merely prima facie and need not always have been so.

This picture of overriding is compatible with the claim that all duties start out life as duties proper and that some of them remain duties proper all their lives, while others get overridden and become merely prima facie. This is an intriguing claim, but I think it inaccurate. It seems to me perfectly possible that a duty should be overridden immediately at its inception, so that it never attains the status of duty proper but remains forever in the nether world of duties that are merely prima facie. (Perhaps a promise made simultaneously to two people to do two incompatible things would generate such a duty.) This picture of overriding is also compatible with the claim that a duty, once overridden, may rise from the depths and become a duty proper. This, too, is an intriguing claim and seems, moreover, to be accurate. If at T_1 I am under a prima facie obligation to be in Chicago at T_4 but also under a more stringent prima facie obligation to be in Los Angeles at T_4 , then my obligation to be in Chicago is overridden. But suppose that, in order to be in Los Angeles at T_4 , I must catch a plane at T_2 , while, in order to be in Chicago at T_4 , I need only catch a plane at T_3 . Then, if I fail to catch the relevant plane at T_2 , my obligation to be in Chicago at T_4 may well become a full-fledged duty, a duty proper.

I have said that both Smith's obligation to repay the loan on Sunday and Green's obligation to help Black on Sunday are superseded on Saturday. I have also said that Green's obligation is overridden then. I have not said the same of Smith's. It seems to me useful to distinguish types of supersession. One type is that of overriding, where the obligation that is superseded survives, even though as merely prima facie. Another type of supersession is that of suppression (as I shall call it), where the obligation that is superseded becomes extinct (but not by means of being fulfilled). Smith's obligation is suppressed rather than overridden. But Green's obligation is overridden; one measure of this is that even on Saturday afternoon we may ascribe to him the conditional obligation to help Black on Sunday if he fails to return White on Sunday (while no corresponding conditional obligation to repay the loan on Sunday seems ascribable to Smith on Saturday afternoon).¹²

The question arises: when does the failure to do what one once had a duty proper to do constitute full-fledged wrongdoing? In the cases of Smith and Green, the failure to do on Sunday what they once had a duty proper to do constitutes full-fledged wrongdoing. But, it may be remarked, not all failures to do what one once had a duty proper to do are of this sort. It depends on how and why the duty proper was superseded. Had Smith not gambled on Saturday but been robbed instead, or had the obligee waived repayment, then his obligation to repay the loan on Sunday would have been suppressed just the same; but in not repaying the loan on Sunday he would have done no wrong. Had Green not abducted White but been confronted with the opportunity to return him nonetheless, then his obligation to help Black would have been overridden just the same; but in not

helping Black on Sunday he would have done no wrong.

The proper response to this remark seems to me to be to deny that it is accurate. If, as I believe, what one ought to do is the best that one can do, then it seems to me that we should say the following. If Smith could have avoided being robbed or having the repayment waived, then, if he was obligated to repay the loan, he ought not to have put himself in a position where these things happened (regardless of how blameless he might be for having done so); whereas, if he could not have avoided these things, then he never was (despite initial appearances) obligated to make the repayment in the first place. Similarly, if Green could have avoided being confronted with the opportunity to return White, then, if he was obligated to help Black, he ought to have avoided the confrontation (regardless of how blameless he might be for not having done so); whereas, if he could not have avoided the confrontation, then he never was (despite initial appearances) obligated to help Black in the first place. Thus, I would say, all failures to fulfill a remote obligation are in fact cases of remote wrongdoing.

But I recognize that this conclusion will appear unpalatable to many. After all, I have not argued for the claim that one ought to do the best one can or for the claim that this thesis has the implications that I have just noted, and I grant that it seems odd to say that Smith has an obligation not to be robbed and that Green has an obligation not to be confronted with the opportunity to return White. There is some reason, then, to think that a proper account of remote obligation would require drawing a distinction between the violation of such an obligation (so that a remote wrong is committed) and the mere failure to fulfill such an obligation (so that no wrong is committed). But I do not know what this account would or should look like in detail, although it is clear that it would require something like the following to be appended to the account of remote obligation already given. First, a distinction must be drawn between what may be called genuine and mock moral binds. The former are binds where the agent will have done wrong no matter what he does; the latter are binds where the agent will have failed to fulfill an obligation, but will not necessarily have done wrong, no matter what he does.¹³ Second, an obligation may be said to be cancelled if it is superseded prior to fulfillment, but superseded through no wrongdoing on the part of the obligor. If such cancellation is possible, then we must qualify the claim, made in Section I, that to say on Monday that Smith ought to have repaid the loan on Sunday is simply to say that there was a time T such that Smith ought at T to repay the loan on Sunday. To avoid being misleading, we must rather claim that to say the former is to say that there was a time T such that Smith ought at T to repay the loan on Sunday and this obligation was not cancelled at any time thereafter.

Now, to repeat, I do not believe that the cancellation of obligation is possible, and I believe that all binds are genuine. But, whether or not I am right in this, the following two observations must, I think, be accepted, and they seem to me important. First, if one commits an immediate wrong and thereby fails to fulfill a remote obligation, then one commits a remote wrong. Thus it is in virtue of their immediate wrongdoings that Smith and Green cannot escape the charge that they did wrong in not fulfilling their remote obligations. Second, as noted in Section I, one commits a remote wrong only if one commits an immediate wrong. Thus, if one commits a remote wrong, one has in a sense brought it on oneself. And, generalizing on Green's case, we may say: if one is in a genuine moral bind, one has put oneself there.¹⁴

NOTES

1. See, e.g., [7], p. 106; [12], p. 85; [13], p. 197; [14], p. 252; [16], p. 149.
2. See [2], p. 64.
3. In [5], pp. 208-9, Alvin Goldman ascribes a double time-index to "can"-contexts but not to "ought"-contexts and thus fails to see that the thesis that "ought" implies "can" is open to the sort of easy rescue that I am about to articulate. It should be noted that this way of expressing the thesis that "ought" implies "can" is not novel. It is explicit in Holly Goldman's treatment of "ought" in [6]; it is implicit in Feldman's treatment of "ought" in [4] and McKinsey's in [10]; and the distinction between time of "ought" and time of action is also explicitly endorsed by Castaneda in [1] and by other philosophers. Contrast Prichard in [11], pp. 182-3.
4. This is not, of course, to say that the present case proves the thesis true; but it does confirm it, I think.

5. The question arises: just when is the remote wrong committed, Saturday night or Sunday? My use of "then and there" indicates what I think is the proper answer to this question: Saturday night. (That is, Smith did wrong on Saturday night in not repaying the loan on Sunday.) Otherwise we would have to say that Smith did wrong in not repaying the loan at a time (Sunday) when he was not obligated to repay the loan, and this seems incoherent.
6. See [4] and [6].
7. See [8]; [9]; [15]; and [17], Chapter 11.
8. See [3].
9. [3], p. 91.
10. I think that there are in fact serious problems with this assumption, but I shall not enter into these here. My aim is to put the case for moral dilemmas in the best light possible, short of granting that they can really arise.
11. I say "can" (rather than "would"), since (B1) involves "only if" and not "if." (But see note 10 above.) Given the appropriateness of feeling guilty, it would be appropriate for Green in the former case to feel guilty from Sunday on; in the latter case, from Saturday noon on. (See note 5 above.)
12. Thus there seems to me to be an important link between prima facie and conditional obligation, despite their being distinct. Cf. [4], pp. 267-8. Note that, prior to suppression, an obligation may be overridden, whereas an obligation cannot be suppressed and then overridden.
13. I am indebted to a referee for this point.
14. My thanks to Earl Conee, Philip Quinn, and Ernest Sosa for comments on an earlier draft.

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