THE INDIVIDUATION OF OBLIGATIONS

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Abstract. Suppose you promise your mother that you will donate blood, and at the same time you also promise your father that you will donate blood. Do you acquire then two obligations to donate blood (an obligation that you owe only to your mother and an obligation that you owe only to your father), or do you acquire instead only one obligation to donate blood (an obligation that you owe both to your mother and to your father)? I argue that you acquire only one obligation. More generally, I argue that no distinct obligations have both the same satisfaction proposition (e.g., the proposition that you donate blood) and the same violation proposition (e.g., the proposition that you do not donate blood). In other words, obligations are individuated in what I call the “coarse-grained way”, namely only in terms of their satisfaction and violation propositions.

1. Coarse-grained versus fine-grained individuation of obligations

Suppose that you have an obligation to confess. This obligation is satisfied exactly if you confess and is violated exactly if you do not confess. Call the proposition that you confess the “satisfaction proposition” of the obligation, and call the proposition that you do not confess the “violation proposition” of the obligation. More generally, for every obligation there are two corresponding propositions (which are logically incompatible): the satisfaction proposition of the obligation, which specifies the conditions under which the obligation is satisfied, and the violation proposition of the obligation, which specifies the conditions under which the obligation is violated.¹

In this paper, I defend the thesis that no distinct obligations have both the same satisfaction proposition and the same violation proposition. Equivalently, the thesis is that the identity of sat-

¹ Although every obligation has both a satisfaction proposition and a violation proposition, identifying the satisfaction proposition and the violation proposition of a particular obligation is not always straightforward. For example, one might argue that the obligation that arises from your promise to confess is satisfied not exactly if you confess, but rather exactly if you confess with the motive of keeping your promise (cf. King 2014; Williams 1981: 117). In reply, distinguish (1) an unconditional obligation O₁ whose satisfaction proposition is the proposition that you confess from (2) an unconditional obligation O₂ whose satisfaction proposition is the proposition that you confess with the motive of keeping your promise. For simplicity, I understand your obligation to confess as O₁; I am not denying that, if you promise to confess, sometimes you acquire O₂ instead of O₁. (An obligation is unconditional exactly if its violation proposition is the negation of its satisfaction proposition, and is conditional otherwise.)
The identity of obligations.

(Trivially, it is also necessary: by the indiscernibility of identicals, identical obligations must have both the same satisfaction proposition and the same violation proposition.) In other words, obligations are individuated in what I call the coarse-grained way, namely only in terms of their satisfaction and violation propositions: given a satisfaction and a violation proposition, further factors are irrelevant to the individuation of obligations. For example, the normative kinds of obligations are irrelevant: if you both promise that you will build a new school and sign a contract to build a new school, then you acquire a single obligation to build a new school (an obligation that is both moral and legal), not two distinct obligations to build a new school (an obligation that is only moral and an obligation that is only legal). For another example, the creditors of obligations (i.e., those to whom one owes the obligations) are irrelevant: if you promise both your mother and your father that you will donate blood, then you acquire a single obligation to donate blood (an obligation that you owe both to your mother and to your father), not two distinct obligations to donate blood (an obligation that you owe only to your mother and an obligation that you owe only to your father). I am not yet defending these claims: I am instead noting that, if obligations are individuated in the coarse-grained way, then in the above examples you do not have two distinct obligations.

By contrast, if obligations are individuated in a fine-grained way, the identity of satisfaction and violation propositions is not sufficient (although it is of course necessary) for the identity of obligations: further factors are also relevant. Different fine-grained ways of individuating obligations specify different sets of further factors as relevant. For example, the thesis that obligations are individuated in what I call the kinds/creditors way—or K/C thesis for short—is the conjunction of two claims: first, the identities of (a) satisfaction and violation propositions, (b) normative kinds, and (c) creditors are jointly sufficient for the identity of obligations; second, the identities of any two out of (a), (b), and (c) are not jointly sufficient. (The thesis that obligations are individuated in the coarse-grained way entails the first claim but contradicts the second.)

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2 Here is a more precise formulation of the thesis: it is metaphysically necessary that, for any obligations O and O', if O and O' have the same satisfaction proposition and the same violation proposition, then O = O'.

3 Note that the K/C thesis does not entail (for example) that no obligation has multiple creditors: the thesis is compatible with the claim that, in the last example of the previous paragraph of the text, you have a single obligation to donate blood, an obligation that you owe both to your mother and to your father. The thesis entails instead (for ex-
Let coarse-graining be the thesis that obligations are individuated in the coarse-grained way, and let fine-graining be the thesis that obligations are individuated in a fine-grained way. In the next two sections, I defend coarse-graining by first refuting several objections to it (§2) and then providing an argument for it (§3).

2. Unsuccessful objections to coarse-grained individuation

Suppose you promise a friend that you will learn Swedish, and you also sign with your employer (namely, a Swedish university) a contract that requires you to learn Swedish. As a result, (1) you have both a moral obligation to your friend to learn Swedish and a legal obligation to your employer to learn Swedish. But (1) does not entail that you have two distinct obligations: (1) is compatible with the claim that (2) you have the same obligation to your friend and to your employer, an obligation that is both moral and legal. One might object to (2) by claiming that no obligation is both moral and legal. I reply that this claim is implausible: if you swear an oath (during a naturalization ceremony) to support and defend the Constitution, then it is plausible that you acquire an obligation (to support and defend the Constitution) that is both moral and legal, since the oath is both morally and legally binding. One might also object to (2) by claiming that no obligation has multiple creditors. I reply that this claim is also implausible: if you stand in front of a crowd of 500 people and say “I promise to each and every one of you that I will vote to increase the minimum wage”, then it is plausible that you acquire a single obligation to vote to
increase the minimum wage (an obligation that you owe to 500 people), not 500 distinct obligations.\footnote{One might further object to (2) by claiming that (3) you have no legal obligation to your friend to learn Swedish, so (4) your obligation to your friend is not legal and thus (5) is not the same as your obligation to your employer (which is legal). I reply that (3) does not entail (4). I agree that (3) is true: there is no legal reason \textit{why you owe your friend} an obligation to learn Swedish, and in this sense you have no legal obligation to your friend to learn Swedish. But if your obligation to your friend to learn Swedish is the same as your obligation to your employer to learn Swedish, then (4) is false: your obligation to your friend is legal, in the sense that there is a legal reason—namely, the fact that you signed a contract—\textit{why you have} the obligation (although that fact is not a reason \textit{why you owe the obligation to your friend}).}

Here is another objection to the claim that you have the same obligation to your friend and to your employer: the fact $f_E$ that you signed a contract with your employer (which grounds your obligation to your employer) is a \textit{stronger} reason for you to learn Swedish than the fact $f_F$ that you made a promise to your friend (which grounds your obligation to your friend) is, so your obligation to your employer is \textit{stronger} than your obligation to your friend, and thus the former obligation is not the same as the latter. In reply, I grant that (*) $f_E$ is a stronger reason for you to learn Swedish than $f_F$ is. It does not follow that your obligation to your employer is stronger than your obligation to your friend: it is compatible with (*) that they are the same obligation (to learn Swedish), which is grounded \textit{both} in $f_E$ and in $f_F$. If they are the same obligation, then the reason why you owe this obligation to your employer (namely, $f_E$) is stronger than the reason why you owe the obligation to your friend (namely, $f_F$), but your obligation to your employer (which you also owe to your friend) is not stronger than your obligation to your friend (which you also owe to your employer).

To formulate another objection to coarse-graining, suppose you promise your mother at 7am that you will donate blood at noon, you are released from this promise at 9am, and you promise your father at 10am that you will donate blood at noon (and there are no further normatively relevant considerations). As a result, from 7am to 9am you have an obligation $O_M$ to your mother to donate blood at noon, and starting at 10am you have an obligation $O_F$ to your father to donate blood at noon. There is no time at which you have \textit{both} obligations, so it would be implausible to claim that you have the \textit{same} obligation to your mother and to your father, an obligation grounded \textit{both} in your promise to your mother and in your promise to your father—or so the objection goes. In
reply, I grant that (*) there is no time at which you owe $O_M$ or $O_F$ to both of your parents, and there is no time at which $O_M$ or $O_F$ is grounded in both of your promises. It does not follow that $O_M$ and $O_F$ are distinct obligations: it is compatible with (*) that they are the same obligation, which has different creditors at different times and also different grounds at different times. More specifically, you owe this obligation only to your mother from 7am to 9am, and you owe it only to your father starting at 10am; the obligation is grounded only in your promise to your mother from 7am to 9am, and is grounded only in your promise to your father starting at 10am. One might object by claiming that no obligation has (1) different creditors or (2) different grounds at different times. I reply that this claim is implausible. (1) To see that some obligations have different creditors at different times, suppose that on September 10 (the first day of classes) you have an obligation to the 100 students who are enrolled in your course to be in class on December 10 (the last day of classes). If 18 students drop the course at different times during the term, then it is plausible that you do not acquire during the term 18 distinct obligations to be in class on December 10: you have instead throughout the term a single obligation to be in class on December 10, and you owe this obligation to different students at different times.⁶ (2) To see that some obligations have different grounds at different times, suppose that your job requires you to investigate every company against which at least one complaint has been lodged. On Monday, you receive in a single envelope nine complaints against Acuity Enterprises (AE), and thus you acquire an obligation to investigate that company. If four of the complaints are withdrawn at different times before Friday, then it is plausible that you do not acquire during the

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⁶ One might claim that, instead of having on September 10 a single obligation to be in class on December 10, you have 100 distinct obligations, and you lose one of these obligations every time a student drops the course. I reply that this claim is implausible because you are obligated on September 10 to be in class on December 10 not in virtue of having made 100 promises, one to each enrolled student (I assume you have made no promises), but instead in virtue of your role as the teacher of the class. One might respond by using a different example, in which you do make 100 promises (one to each enrolled student), to propose the following objection to coarse-graining: if 18 students release you from your promises to them, then according to coarse-graining you are not released from any obligation (since the remaining 82 promises are still binding, so you still have the—single—obligation to be in class on December 10), so coarse-graining does not capture the intuition that you are released from your obligations towards the 18 students. I reply that, according to coarse-graining, you no longer owe the obligation (to be in class on December 10) to the 18 students, so in this sense you are released from your obligation towards the 18 students. I submit that this captures, nearly enough, the above intuition; there is no need to insist that (contrary to coarse-graining) you no longer have some obligations and thus you are released from some obligations simpliciter.
week four distinct obligations to investigate AE: you have instead throughout the week a single obligation to investigate AE, and this obligation has different grounds (it is grounded in different sets of complaints) at different times.7

The last objection to coarse-graining that I will address is based on an example by Mark Brown (1996: 51–2). Suppose that on Monday you borrow $400 from me, promising to repay me on Friday, and on Wednesday you borrow again $400 from me, promising to repay me also on Friday. One might argue that the proposition \( Q \) that I can express by “you will pay me $400 on Friday” is the satisfaction proposition of two obligations: an obligation \( O_1 \) (that you acquire on Monday) to repay me the first loan on Friday, and an obligation \( O_2 \) (that you acquire on Wednesday) to repay me the second loan on Friday.8 Not so, I reply: if \( Q \) is the satisfaction proposition of both obligations, then both obligations are satisfied if the proposition is true, and then both loans are repaid if you pay me only $400 on Friday—which is clearly false. But then, one might ask, what are the satisfaction propositions of \( O_1 \) and \( O_2 \)? I answer that they are the propositions that I can express, respectively, by “you will repay me the first loan on Friday” and

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7 One might object that the obligation you have on Monday to investigate AE is stronger—because (*) it is grounded in more complaints—than the obligation you have on Friday to investigate AE, so the former obligation is not the same as the latter. I reply that it is compatible with (*) that you have throughout the week a single obligation to investigate AE, and this obligation is stronger on Monday than on Friday. To see that an obligation can be stronger at one time than at another, suppose that you are a doctor and you have an obligation to catch the noon bus in order to reach a remote village and treat as soon as possible every villager who is ill when the bus arrives. If the number of ill villagers increases as time passes, then your obligation becomes stronger as time passes (for times before noon): it becomes more important that you catch the noon bus.

8 One might object that you do not acquire \( O_1 \) on Monday and \( O_2 \) on Wednesday: you acquire \( O_1 \) on Monday, but on Wednesday you lose \( O_1 \) and you acquire instead an obligation \( O_3 \) to pay me $800 on Friday. I reply that, if this is correct, then \( Q \) is clearly not the satisfaction proposition of two obligations, so the objection to coarse-graining does not even get off the ground. Moreover, the claim that on Wednesday you lose \( O_1 \) and you acquire \( O_3 \) instead of acquiring \( O_2 \) is subject to the following objection: on Thursday, I can forgive the first loan and thus I can release you from \( O_1 \), but I cannot release you from \( O_1 \) if you no longer have \( O_1 \). In response, one might propose the alternative view that on Wednesday you do not lose \( O_1 \), but you acquire instead both \( O_2 \) and \( O_3 \). I reply that this alternative view provides no successful objection to coarse-graining: as I go on to argue in the text, \( Q \) is not the satisfaction proposition of both \( O_1 \) and \( O_2 \).
“you will repay me the second loan on Friday”. What exactly counts as repayment of either loan depends on the specifics of the situation. For example, if you pay me only $400 on Friday without specifying whether it is in repayment of the first or of the second loan, then which loan is repaid depends on whether it is decided (or it has been agreed) to apply the payment to the first or to the second loan.

Having defended coarse-graining against objections, I provide next an argument for coarse-graining.

3. In favor of coarse-grained individuation

Since there are multiple versions of fine-graining (see §1), my plan is to defend coarse-graining by pitting it against the most plausible version of fine-graining. To see what the most plausible version of fine-graining is, recall that different versions agree that satisfaction and violation propositions are relevant to the individuation of obligations, but disagree on which further factors are also relevant. For example, according to the K/C thesis (§1), only the following two further factors are relevant: normative kinds and creditors. For another example, according to what I call the kinds/owners thesis or K/O thesis, only the following two further factors are rele-

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9 One might argue that the satisfaction propositions of $O_1$ and $O_2$ are instead the propositions $Q_1$ and $Q_2$ that I can express, respectively, by “you will pay me $400 on Friday, specifying that it is in repayment of the first loan” and “you will pay me $400 on Friday, specifying that it is in repayment of the second loan”. I reply that this will not do: if you give me two $400 checks on Friday without specifying which check is in repayment of which loan, then both $O_1$ and $O_2$ are satisfied (because both loans are repaid), but neither $Q_1$ nor $Q_2$ is true.

10 I understand the claim that a given factor is relevant to the individuation of obligations as the claim that the factor is a member of a set $S$ of factors such that (1) the identities of all factors in the set are jointly sufficient for the identity of obligations but, (2) for any proper subset of $S$, the identities of all factors in that subset are not jointly sufficient for the identity of obligations. The identities of all relevant factors entail, and thus render redundant with respect to the individuation of obligations, the identities of irrelevant factors. (In another sense, which is trivial, any factor is “relevant” to the individuation of obligations: by the indiscernibility of identicals, obligations that differ with respect to any factor are distinct.)

11 Given that, as I argued in §2, some obligations have different creditors at different times, I understand the claim that obligations $O$ and $O’$ have the same creditors as the claim that, for every time $t$, a thing is a creditor of $O$ at $t$ exactly if it is a creditor of $O’$ at $t$. A different version of the K/C thesis arises from replacing “every” with “some”, but the difference between the two versions does not matter for my arguments in this section.
vant: normative kinds and *owners* (i.e., those who *have* the obligations). But by comparing the K/C thesis with the K/O thesis, one can see that they both face the problem of answering the following question: given a satisfaction and a violation proposition, why are *some* further factors rather than others (e.g., owners rather than creditors) relevant to the individuation of obligations? Coarse-graining does not face this problem, since it amounts to the claim that *no* further factors are relevant. Proponents of fine-graining have only one plausible way to avoid this problem: they can claim that *all* further factors that are not clearly irrelevant are in fact relevant. So I take the most plausible version of fine-graining to be what I call the “*all relevant*” thesis or AR thesis: obligations are individuated only in terms of their (a) satisfaction and violation propositions, (b) normative kinds, (c) owners, (d) creditors, and (e) grounds. (If you think that further factors are relevant, feel free to add them to the list.) To defend coarse-graining, I will argue that the AR thesis faces two problems that coarse-graining avoids.

To explain the first problem, consider two cases (or possible worlds): in case 1, you promise your *mother* that you will exercise and you promise your *father* that you will diet; in case 2, you promise your *father* that you will exercise and you promise your *mother* that you will diet. (In each case, you make the two promises at the same time, for example at noon, you *can* both exercise and diet, and there are no other normatively relevant considerations.) Then, in case 1, you acquire an obligation $O_{1ME}$ (that you owe only to your mother) to exercise and an obligation $O_{1FD}$ (that you owe only to your father) to diet. Similarly, in case 2, you acquire an obligation $O_{2FE}$ (that you owe only to your father) to exercise and an obligation $O_{2MD}$ (that you owe only to your mother) to diet. Are the obligations that you acquire in case 2 the same as the corresponding obligations that you acquire in case 1? More specifically, is it the case that $O_{1ME} = O_{2FE}$ and $O_{1FD} = O_{2MD}$? Proponents of coarse-graining and proponents of fine-graining may propose different answers, but they should agree on at least this much: (*) $O_{1ME} = O_{2FE}$ exactly if $O_{1FD} = O_{2MD}$.

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12 I use “owners” instead of *debtors* (i.e., those owners who *owe* the obligations to creditors) because one can have an obligation without owing it to anyone (so some obligations that have an owner have no creditor and thus have no debtor); for example, you may have an obligation to vote, or an obligation to obey the laws of your country (Brandt 1964: 379). Stephen Darwall uses “obligor” instead of “owner” or “debtor”, and “obligee” instead of “creditor”; he calls (following Thompson 2004) “bipolar” the obligations that have both an obligor and an obligee (Darwall 2012: 333–4, 2013a: 20–39; cf. 2010a: 32–4, 2010b: 330, 2011: 259–60, 2013b: 62–3, 132–3).

13 One might argue that in each case you *also* acquire on obligation to *both* exercise and diet. I agree, but for present purposes I do not need to take a stand on this claim.
This is because $O_{1\text{ME}} = O_{2\text{FE}}$ exactly if promising your mother something versus promising your father the same thing makes no difference to the obligation that you acquire to do the thing, and thus exactly if $O_{1\text{FD}} = O_{2\text{MD}}$. In conjunction with my assumptions about cases 1 and 2 (including the assumption that $O_{1\text{ME}}$ and $O_{2\text{FE}}$ are obligations with the same satisfaction proposition—namely, the proposition that you will exercise—and the same violation proposition, and similarly for $O_{1\text{FD}}$ and $O_{2\text{MD}}$), coarse-graining (logically) entails both that $O_{1\text{ME}} = O_{2\text{FE}}$ and that $O_{1\text{FD}} = O_{2\text{MD}}$, and thus coarse-graining entails (*). By contrast, in conjunction with those assumptions, the AR thesis does not entail (*): in the absence of further assumptions, the AR thesis is silent on whether $O_{1\text{ME}} = O_{2\text{FE}}$ and on whether $O_{1\text{FD}} = O_{2\text{MD}}$. So the AR thesis (unlike coarse-graining) faces the problem of failing to entail the equivalence of obligation identity claims that are clearly equivalent.

To explain the second problem, consider two cases: in case 3, you promise your mother while sitting that you will exercise; in case 4, you promise your mother while standing that you will exercise. (In each case, you make the promise at noon, you can exercise, and there are no other normatively relevant considerations.) Then, in case 3, you acquire an obligation $O_3$ to exercise; similarly, in case 4, you acquire an obligation $O_4$ to exercise. Clearly, $O_3 = O_4$: whether you are sitting or standing when you promise to exercise makes no difference to the obligation that you acquire to exercise. In conjunction with my assumptions about cases 3 and 4 (including the assumption that $O_3$ and $O_4$ are obligations with the same satisfaction proposition—namely, the proposition that you will exercise—and the same violation proposition), coarse-graining (logically) entails that $O_3 = O_4$. By contrast, in conjunction with those assumptions, the AR thesis does not entail that $O_3 = O_4$: in the absence of further assumptions, the AR thesis is silent on whether $O_3$ and $O_4$ have the same grounds. Of course, it is reasonable to claim that $O_3$ and $O_4$ have the same grounds, and I believe that they do. But my point is that this claim is not (logical-

14 One might note that a further assumption is present: (1) in case 1, you owe $O_{1\text{ME}}$ only to your mother, but in case 2, you owe $O_{2\text{FE}}$ only to your father. One might argue that (1)—and thus also the AR thesis in conjunction with (1)—(logically) entails that (2) $O_{1\text{ME}}$ and $O_{2\text{FE}}$ have different creditors, and thus also that (contrary to coarse-graining) $O_{1\text{ME}} \neq O_{2\text{FE}}$. I reply that (1) does not entail (2). Indeed, (1) is compatible with the claim that $O_{1\text{ME}}$ and $O_{2\text{FE}}$ are the same obligation, which has different creditors at different worlds: in case 1, its only creditor is your mother, and in case 2, its only creditor is your father. (My defense of the claim that some obligations have different creditors at different times can be adapted to defend the claim that some obligations have different creditors at different worlds: suppose—see §3.2—that different students drop the course at different worlds.)
ly) entailed by my assumptions about cases 3 and 4, and—as a consequence—the AR thesis, in conjunction with those assumptions, does not entail that $O_3 = O_4$.\(^{15}\) So the AR thesis (unlike coarse-graining) faces the problem of failing to entail the identity of obligations that are clearly identical. One might object that this problem is not serious: in most cases (as in the above example), the extra claims that need to be added to the AR thesis (in order to entail the identity of obligations that are clearly identical) are not controversial.\(^{16}\) Nevertheless, I reply, the need to add extra claims is a cost incurred by the AR thesis but not by coarse-graining. One might respond that incurring the cost of needing extra claims is necessary for reaping the benefit of entailing extra (true) obligation identity propositions, ones that are not entailed by coarse-graining. I reply that if, in conjunction with a given set of claims, the AR thesis entails (the obligation identity proposition) that $O = O'$, then that set of claims entails that $O$ and $O'$ have the same satisfaction proposition and the same violation proposition (as well as the same creditors etc.), and then, in conjunction with that set of claims, coarse-graining also entails that $O = O'$. So, in conjunction with any set of claims, the AR thesis entails no obligation identity propositions that are not already entailed by coarse-graining, and thus incurring the cost of needing extra claims does not yield the above alleged benefit.

In sum, the most plausible version of fine-graining faces problems that coarse-graining avoids. This completes my argument for coarse-graining. I conclude that coarse-graining is true: obligations are individuated only in terms of their satisfaction and violation propositions.

\(^{15}\) If (as I believe) coarse-graining is true, then my assumption that (1) $O_3$ and $O_4$ are obligations with the same satisfaction proposition and the same violation proposition metaphysically (see note 2) entails that (2) $O_3 = O_4$, and thus also that (3) $O_3$ and $O_4$ are of the same normative kind and have the same owners, the same creditors, and the same grounds (at every world: cf. note 14). One might note that, in conjunction with (1) and (3), the AR thesis logically entails (2). Nevertheless, I note, (3)—unlike (1)—is not logically entailed by my assumptions about cases 3 and 4 (although as I noted, (3) is metaphysically entailed by (1) if coarse-graining is true), so my point stands that, in conjunction with those assumptions, the AR thesis—unlike coarse-graining—does not logically entail (2). One might object that, if (2) is true, then it is also necessary, and thus it is entailed by every claim, including the AR thesis. I reply that, even if (2) is metaphysically necessary, it is not logically necessary, so it is not logically entailed by every claim.

\(^{16}\) The extra claims are more controversial than one might think. In the above example, it may not be controversial that the grounds of $O_3$ are the same as the grounds of $O_4$ in cases 3 and 4. But what is needed instead is the more controversial claim that the grounds of $O_3$ are the same as the grounds of $O_4$ in all cases (i.e., possible worlds).
REFERENCES


