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978-0-521-03874-4 - The Concept of Moral Obligation

Michael J. Zimmerman

Excerpt

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Groundwork: Some distinctions

I believe that one ought to do the best one can. You may be inclined to disagree. If you are, I think it's because you don't yet know what I mean. Let me try to explain.

1.1 MORAL AND NONMORAL OBLIGATION

I am using the term “ought” to express moral obligation. It is of course sometimes used to express what is required not by morality but by prudence, or law, or aesthetics, or the rules of chess, or whatever. “You ought not to have used so much red,” for example, is likely to constitute aesthetic rather than moral criticism. “You ought to watch your pennies” is likely to constitute prudential rather than moral advice.

This well-recognized fact gives rise to a profound puzzle that I shall mention only to put aside. Suppose that you have investigated your options and reached the disconcerting conclusion that, although morality requires you to do one thing, prudence requires another, and the law yet a third (and aesthetics a fourth, and so on). You might find it hard to decide what to do. You might turn to a friend for advice and say: “This is my situation. What ought I to do?” But what do you mean? “What ought I to do from the *moral* point of view?” Surely not, for you've already settled on an answer to that question. Similarly, you've already settled on answers to the corresponding questions having to do with the various nonmoral points of view. Presumably, then, you mean, “What ought I to do, period?” This is very puzzling. It appears to presuppose that the various points of view, moral and nonmoral, are in some manner commensurate with one another, so that they may be weighed one against the other and your question receive a principled answer. The answer is given in terms of this “ought, period,” which, it seems, is supposed in some way to transcend each of the various points of view, moral and nonmoral.¹ For my part, however, I find that I

1 Cf. Feldman (1986), pp. 212–15.

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have no grasp of any such transcendent “ought”; I do not understand how it could be that the various points of view, moral and nonmoral, are commensurate with one another.

But perhaps this is just a deficiency in me. At any rate, as I said, I shall put the matter aside, for even if it makes sense to say on occasion that one ought, period, not to do what one ought morally to do, this would of course not alter the fact that one still ought morally to do what one ought morally to do. My concern here is exclusively with what one ought *morally* to do, and my contention is that, *morally*, one ought to do the best one can.

In saying this, I don’t mean to deny that nonmorally one ought to do the best one can (in some sense), but only to assert that morally one ought to do the best one can (in some sense to be elaborated on later). It may well be that nonmoral obligation is, in many instances, to be analyzed in terms similar to those in which moral obligation is to be analyzed.² Indeed, it would be surprising if this were not so. But whether or not it is so is not my concern here.

1.2 BINDING AND NONBINDING SENSES OF “OUGHT”

“Ought” doesn’t always express requirement or obligation, even within morality. Sometimes it expresses an ideal, a desideratum rather than a moral necessity. Here we might use “should” instead of “ought”; we would probably not use “must.” Examples of this use of “ought” are: “Everyone ought to be happy,” and “Little children ought not to have to suffer.”

Sometimes the ideal, nonbinding sense of “ought” is called the “ought-to-be,” while the binding sense of “ought” is called the “ought-to-do.”³ This is suggestive but a bit misleading. The idea is that, when discussing what is ideal or desirable, we can express our thoughts in the following way (to use the illustrations just presented): “It ought to be that everyone be happy,” and “It ought to be that little children not have to suffer”; whereas, when discussing what is obligatory, we can express our thoughts in the following way (to employ fresh illustrations): “Tim ought to do what he’s been told,” and “Pru ought to do what she promised.” The trouble is that the “It ought to be that” locution can be applied to what is done, too (as in: “It ought to be that Helen do what she can to help out”), and anyway it is surely arguable that certain actions are sometimes morally desirable but

2 Cf. Feldman (1986), Chs. 5 and 7.

3 See, e.g., Broad (1985), pp. 225–35; Chisholm (1974), pp. 11–13; Castañeda (1975), p. 207. Cf. Marcus (1966) on “evaluative” and “prescriptive” senses of “ought.”

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not obligatory.⁴ In addition, it seems that what is obligatory need not be something that is done (as evidenced in: “Mary ought to be with her ailing mother”).⁵ It is better, therefore, to talk of what is binding or obligatory and to contrast it with what is nonbinding or ideal.

Many philosophers have contended that there is no nonbinding sense of “ought (morally),” or that, at best, such a nonbinding sense is derivative from the binding sense (as in, perhaps: “God ought to prevent the suffering of little children”).⁶ I am inclined to think that this is mistaken, to think, that is, that there is a perfectly respectable nonbinding sense of “ought (morally)” that is not to be analyzed in terms of some binding sense of “ought (morally).”⁷ Consider, for example, what Roderick Chisholm has to say about supererogation: “The status of supererogation might be summarized in this way. If I seek advice, concerning an act which would be supererogatory, and ask ‘Shall I do this?’, I may well be told, ‘You *ought* to, but you don’t *have* to’ – it is advisable, but not obligatory.”⁸ Of course, there are other readings to be given to “You *ought* to, but you don’t *have* to.” Someone might mean by this, “You are nonmorally (e.g., prudentially) required to do so, but you are not morally required to do so,” or “You are morally required to do so, but no one has any moral claim on you that you do so.” Fair enough. (I shall have more to say about the latter possibility in a moment.) What I don’t see is that someone cannot also quite properly mean, “It would be morally desirable if you were to do so, but you are not morally required to do so (or even to try to do so, or to do something related to doing so, or...).”

Here, though, someone might object: “What can it mean to say that I *ought morally* to do something if I am not morally *obligated* to do it?” The idea underlying this objection is not that it is improper to use “ought” in an ideal, nonbinding sense, but that such an “ought” cannot be said to be a moral “ought.” If “Little children ought not to have to suffer” implies no moral obligation, how is its “ought” a moral one? The objection concerns the proper extension of the term “moral.” This is a huge issue, which, once again, I mention only to put aside. I have no ax to grind here and, indeed, have some sympathy with the objection, although on balance I am inclined

4 Cf. Mellema (1993).

5 Broad himself notes these facts in Broad (1985), pp. 233–4. Cf. also Humberstone (1991), p. 146.

6 See Moore (1922), p. 319; Prichard (1949), p. 4; Ross (1939), pp. 45–6; Broad (1985), p. 235.

7 Cf. Castañeda (1975), p. 207.

8 Chisholm (1968), p. 417.

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to think it perfectly legitimate (whether or not it is true) to say that there are certain goals which, from a moral point of view, are ideal or desirable but which do not imply any obligation on anyone's part. Whether or not this is legitimate, however, is not germane to the present inquiry. However the ideal "ought" is to be analyzed⁹ and whether or not it is properly said to be a moral "ought," I shall confine my attention to the "ought" of moral obligation.

But ought the ideal "ought" to be so casually set aside? Might it not be that, while it is not to be analyzed in terms of the "ought" of obligation, the reverse is true? Of course, I concede that if, as some contend,¹⁰ moral obligation were to be so analyzed, the notion of an ideal "ought" could not be so easily dismissed in such an inquiry as this. But I deny the contention. The account of moral obligation that I shall give will not make any reference to the ideal "ought."

Might there nonetheless not be *some* interesting connection between these two "oughts," so that a full account of the "ought" of obligation would still require that greater attention be given to the ideal "ought" than I propose to give? Consider this example provided by Bernard Williams. Suppose that

(1.1) someone ought to help that old lady,

but also that

(1.2) Jones is the only person who can help her;

it follows (Williams claims) that

(1.3) Jones ought to help her.

Williams contends that (1.1) does not express an obligation but that (1.3) does, and that (1.3)'s derivation from (1.1) and (1.2) indicates that there is some very close connection between the binding and nonbinding senses of "ought."¹¹ If he is right, then my failure to pay attention to the ideal "ought" in my attempt to account for the "ought" of obligation might well seem rash. But I don't think that he is right. An indication that something has gone awry in the derivation of (1.3) from (1.1) is that, as Williams intends for them to be understood, (1.1) (which involves the nonbinding

9 For a sampling of analyses, see: Chisholm (1974), p. 11; Jackson (1985); Feldman (1986), Section 8.2.

10 E.g., Chisholm (1974), p. 13; Jackson (1985), p. 193.

11 Williams (1981), p. 116.

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sense of “ought”) is what might be called “passive-transformable,” whereas (1.3) (which involves the binding sense) is not. (Williams mentions this fact but appears not to regard it as a problem for the derivation.) That is, (1.1) may be transformed, without loss of meaning, into its passive equivalent as follows:

(1.1') that old lady ought to be helped by someone;

but (1.3) cannot be similarly transformed without loss of meaning as follows:

(1.3') that old lady ought to be helped by Jones,

for it is Jones who has the obligation, not the old lady. Of course, (1.1) and (1.3) could be read differently, either as neither being passive-transformable or as both being (more on the former possibility in Chapter 9), and the argument's validity might thereby be salvaged, but this will not provide Williams with the link that he wants between the binding and nonbinding senses of “ought.”

1.3 OVERALL AND PRIMA FACIE OBLIGATION

Ever since the publication in 1930 of *The Right and the Good* by W. D. Ross, it has been common practice to distinguish between two species of moral obligation. Ross himself used a variety of terms to refer to these species. On the one hand there is what he called “absolute obligation,” “actual obligation,” “duty proper,” or “duty *sans phrase*”; on the other hand there is what he called “prima facie obligation,” “prima facie duty,” “conditional duty,” “duty *ceteris paribus*,” or “what tends to be duty.”¹² None of these terms is particularly felicitous, as Ross himself acknowledged. More appropriate, perhaps, is to talk of “overall obligation” or “obligation all things considered” for what Ross meant by “absolute obligation,” and this is what I shall do. It would also be more appropriate to talk of “obligation some things considered” (or “in some respects”) or of “pending” or “pro tanto”¹³ obligation for what Ross meant by “prima facie obligation.” Nevertheless, since the term “prima facie obligation” is by now so well entrenched, it will be easiest to use it.

The distinction between the two species of obligation is very familiar, even if not very well understood. One can find oneself in a situation where a variety of moral considerations pertain. What one ought to do insofar as

12 Ross (1930), pp. 18–20, 28, 30.

13 This is the suggestion in Kagan (1989), p. 17.

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some of these are concerned may not be what one ought to do insofar as others of them are concerned. What one ought on balance to do will, presumably, be some function of these various “insofar as” “oughts”; to put it differently, what one’s overall obligation is will be some function of what one’s various *prima facie* obligations are (if any).

It is worth repeating that what is presently at issue is two species of *moral* obligation. To say that overall obligation has to do with what one ought “on balance” or “all things considered” to do is, in this context, to say that it has to do with what one ought to do all *morally relevant* things considered.¹⁴ The question that was briefly raised above concerning the commensurability of various points of view, both moral and nonmoral, is not at issue here. We are now working entirely *within* the moral point of view. (This is not to say that there is no question about the commensurability of different moral considerations; there is. It is one that I shall address in the next chapter.)

My primary concern in this work is to provide an account of overall moral obligation, although I shall also provide an account of *prima facie* obligation in Chapter 5, an account according to which it is closer to the truth to say that *prima facie* obligation may be understood in terms of overall obligation rather than the reverse.¹⁵

Sometimes moral obligations or duties are said to correspond to moral rights or claims. Ross distinguishes four different theses having to do with such alleged correlativity. They are:

(1.4) a right of *A* against *B* implies a duty of *B* to *A*;

(1.5) a duty of *B* to *A* implies a right of *A* against *B*;

(1.6) a right of *A* against *B* implies a duty of *A* to *B*;

and

(1.7) a duty of *A* to *B* implies a right of *A* against *B*.¹⁶

Each thesis has two main readings, one where “duty” expresses a *prima facie* obligation (and hence, presumably, “right” expresses a *prima facie* right), the other where “duty” expresses an overall obligation. Ross him-

14 Indeed, it is to say that it has to do with what one ought to do all *moral-obligation-relevant* things considered, inasmuch as some moral considerations, as noted in the last section, are relevant not to what is obligatory but to what is ideal.

15 Two possible attempts to provide such a “reverse” account are to be found in Ross (1930), pp. 41 and 46–7, and Broad (1985), pp. 171–2.

16 Ross (1930), p. 48. Cf. Feinberg (1973), p. 61.

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self (who employs the “prima facie” reading) says that (1.4) is clearly true but that, since we can have duties to (nonhuman) animals but no rights against them, (1.7) is false.¹⁷ Our having duties to animals but their having no duties to us also leads Ross to note that not both (1.5) and (1.6) can be true. He is uncertain which to reject but is inclined to say that animals, not being moral agents, do not have rights, and therefore that (1.5) is false. (1.6), however, he accepts as true.¹⁸

This rejection of (1.5) and (1.7) may be questioned. We may agree that we have duties *towards* or *concerning* animals, but do we have duties *to* them in the requisite sense? Ross thinks so, saying: “I suppose that to say we have a duty to so-and-so is the same thing as to say that we have a duty, grounded on facts relating to them, to behave in a certain way towards them.”¹⁹ But it may be that this account of what it is to have a duty *to* someone or something is too broad. It would appear to imply that certain potential beneficiaries (such as the homeless) have a right not just to nonmaleficence but to beneficence, if it is agreed that we have a duty to act not just nonmaleficently but also beneficently towards them. Although some may not balk at this (either because they reject the view that we have a duty to act beneficently towards such potential beneficiaries, or because, like Ross,²⁰ they accept the view that such persons have a right to our beneficence), others will balk at it and claim that it is possible to have a duty towards or concerning somebody or something without *owing* that duty *to* that person or thing.²¹ In this way one might try to support not just (1.4) and (1.6) but also to defend (1.5) and (1.7) against Ross’s argument. For one could argue that all and only moral agents are such that duties are owed *to* them (in the requisite sense), and all and only moral agents are such that they owe duties to others.

My own, tentative view is neither that of Ross nor that just mentioned. Contrary to Ross, and in keeping with the view just mentioned, I believe that there is indeed a difference between having a duty towards or concerning someone or something and having a duty to someone or something. The latter, I believe, is correlative to a right held by the someone or something in question, whereas the former is not. Hence I accept both (1.4)

17 Ross (1930), pp. 48–9.

18 Ross (1930), pp. 49–50, 53–4.

19 Ross (1930), p. 49.

20 Ross (1930), pp. 52–3.

21 Cf. Lyons (1979c), pp. 60–1; Feinberg (1979), p. 79. Also cf. Hart (1979), pp. 17–19, Feinberg (1980), p. 139, and Hill (1979), pp. 122–3, on the ambiguity of “to” in such contexts.

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and (1.5). But I reject both (1.6) and (1.7), because, contrary to Ross and to the view just mentioned, I'm inclined to think that, although one must be a moral agent to have duties to others, one need not be a moral agent to have rights against others. In particular, certain animals appear to me to have rights against us but duties to no one.

At this point it might be objected that, while it is possible that one *ought* (morally) to do something without one's having a (moral) duty or obligation *to* someone (or something) to do that thing, it is not possible to be *obligated* to do something without one's owing that obligation *to* someone to do that thing. Consider this example, provided by Joel Feinberg:

[C]onsider how the word "ought" differs from the word "duty." Suppose a stranger approaches me on a street corner and politely asks me for a match. Ought I to give him one? I think most people would agree with me that I should...

Now suppose that Jones is on the street corner and another stranger politely requests a light from him... He brusquely refuses to give the stranger a match. I think we can agree that Jones's behavior ... does not constitute an ideal for human conduct under such circumstances; ... that it was not what Jones ought to have done.

If we reproach Jones, however, ... he may present us with a vigorous self-defense. "Perhaps I was not civil," he might admit. "But surely I was under no *obligation* to give a match to that man. Who is he to me? He had no *claim* on me...; I don't *owe* him anything. It may be nice to do favors for people; but a favor, by definition, is nothing that we are legally or morally *required* to do."²²

In a comment on his own example, Feinberg says:

Jones's defense makes me think no better of him. Still, ... [e]verything Jones said ... was true. The moral I draw from this tale is that there are some actions which it would be desirable for a person to do, and which, indeed, he *ought* to do, even though they are actions he is under no *obligation* and has no *duty* to do. It follows logically that to say that someone has a duty or an obligation to do *X* is not simply another way of saying that he ought to do *X*.²³

But this is all very complicated. There are a number of possible positions to adopt concerning Jones's behavior (let alone Jones himself) in this story. Even if we disregard the distinction between *prima facie* and overall obligation, still eight different positions suggest themselves. Using the terminology that I have introduced, one may put these positions as in Table 1.1 (where *A* is the action of giving the stranger a match). Positions 3 and 7

22 Feinberg (1968), pp. 392–3.

23 Feinberg (1968), p. 393.

Table 1.1

Position	Jones ought, in the nonbinding sense, to do <i>A</i>	Jones ought, in the binding sense, to do <i>A</i>	Jones has an obligation to the stranger to do <i>A</i>
1	yes	yes	yes
2	yes	yes	no
3	yes	no	yes
4	yes	no	no
5	no	yes	yes
6	no	yes	no
7	no	no	yes
8	no	no	no

may be immediately dismissed, since one cannot have an obligation-to to do something that is not something that one ought, in the binding sense, to do. But which position is it that Feinberg accepts? Clearly he does not adopt any position according to which Jones has an obligation to the stranger to give him a match (where this is understood to mean that Jones *owes it to* the stranger to do so), and so he does not accept any of positions 1, 3, 5, or 7. It seems clear, too, that he does not accept any of positions 5–8, according to which it would not be ideal (under the circumstances) for Jones to give the stranger a match.²⁴ This leaves positions 2 and 4, and I don’t know which of these it is that Feinberg accepts. His remarks seem to me ambiguous between the two of them, and perhaps for good reason; for even if one agrees that the stranger has no claim on Jones that Jones give him a match, but that something has gone awry, morally, when Jones fails to give him a match, still it is hard to know which of positions 2 and 4 to accept. (Position 2, with its *binding* “ought,” implies that Jones did *wrong* in not giving the stranger a match, whereas position 4 does not.) Of course, if one rejects the possibility that there be a binding “ought” without there being an obligation-to, then one will reject position 2.

As before, however, I raise all this only to put it aside. Feinberg wishes to reserve the term “obligation” for what I have called “obligation-to”; if he accepts that position 2 is possible, he would still not express it by saying

24 Some people might now believe that common courtesy would require *not* giving the stranger a match, due to considerations of health. It is worth noting that Feinberg first presented his example in 1960, long before health-related condemnation of smoking became common.

that Jones has an obligation, but not an obligation-to, to give the stranger a match. That is fine by me. I choose, however, to use the term “obligation” *simply as a nominalization of the binding “ought”* and to say that, even on position 2, Jones has an obligation to give the stranger a match. One must adopt a certain terminology, and this is the terminology that I, like many others, adopt. What matters in the end is not what terminology one adopts but that one get clear as to what the concepts at issue are. That is what I am trying to do. My purpose in this work is to clarify the concept expressed by the binding “ought.” It is important to recognize that, for present purposes, I am neither presupposing nor denying the view that position 2 (or position 6) is possible, that is, that it is possible that there be an obligation (whether prima facie or overall) that is not an obligation-to (although, as noted earlier, I am in fact inclined to believe that this *is* possible). My concern here is to provide an account of obligation *without* venturing into this territory of “to,” that is, to provide an account of what may be called “mere obligation.” If it is possible to have an obligation that is not an obligation-to, then my account is designed to say what this amounts to. I shall write henceforth under the assumption that this *is* possible. But if it is not, still every obligation-to is of course an obligation, and my account can then be construed as being designed to say at least to that extent what obligation-to amounts to.

1.4 OBJECTIVE AND SUBJECTIVE OBLIGATION

So far I have, in effect, been noting the ambiguity of “ought” and trying to narrow down that sense of it that is my main concern here. This process of specification may be represented as in Chart 1.1.²⁵ We have made our way

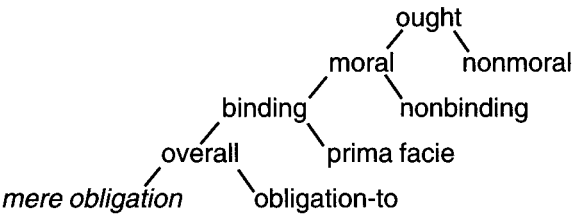


Chart 1.1

25 This diagram is incomplete, in that the various subspecies that have been identified on the left-hand side have analogues that are not shown on the right-hand side. Thus, non-moral obligation may be subdivided into binding and nonbinding obligation, nonbinding obligation may be subdivided into overall and prima facie obligation, and prima facie obligation may be subdivided into mere obligation and obligation-to.