

# Chapter 4

## Imperative Foundations for the Metaphysics of Obligations



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**Abstract** Consider three sets of questions in the metaphysics of obligations. (1) What kind of entity is an obligation? Can an obligation exist without being in force? (2) What is it for an obligation to be satisfied or violated? Can an obligation be satisfied or violated repeatedly? (3) How are obligations individuated? Can different people have the very same obligation? These questions are neglected in the literature, but I argue that they are interesting, and that they can be illuminated by examining the relationship between obligations and prescriptions (understood as the entities that imperative sentences typically express; e.g., commands). Ultimately, I argue that obligations are identical to certain prescriptions; for example, your obligation to confess is identical to the prescription expressed by “confess”. This entails the novel metaethical thesis that moral obligations are prescriptions.

**Keywords** Obligations · Prescriptions · Imperatives

### 4.1 Introduction: Taking Obligations Seriously

Professors are not allowed to have sex with their students. In other words, it is *forbidden* for professors to have sex with their students. Does it follow that professors have an *obligation* not to have sex with their students? It is natural to say so, but talk of obligations raises a host of puzzling questions. What kind of entities are obligations? If obligations are abstract entities, do they exist necessarily or contingently? If obligations exist necessarily, in what sense does your professor’s obligation not to have sex with you “disappear” when the professor dies? Moreover, what is it for an obligation to be satisfied or violated? If a professor has sex with the same student twice, does the professor violate a single obligation twice or two different obligations once? Can different people have the very same obligation? If

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two professors have sex with the same student, do they violate the same obligation or two different obligations? Such questions have not received much attention in the literature: the metaphysics of obligations is an underdeveloped field.

One might claim that this lack of attention is warranted because there are no such entities as obligations. In support of this claim, one might argue that talk of obligations in everyday discourse is a mere *façon de parler* and can always be replaced with talk of obligatoriness. For example, suppose that in February you promise me that you will attend my wedding (scheduled for September), but in April we quarrel and I disinvite you. Saying that from February to April you have an obligation to attend my wedding is just another way of saying that from February to April it is obligatory for you to attend my wedding; there is thus no commitment to the existence of an *entity*—an obligation—that persists from February to April (or so one might argue). I reply that talk of obligations *cannot* always be replaced with talk of obligatoriness. To see this, suppose that in June we patch up our quarrel, and you promise me again that you will attend my wedding. Consider the claim that the obligation (to attend my wedding) you acquire—i.e., you start having—in June is *different* from the obligation you had acquired in February. Regardless of whether it is true or false, this claim cannot be expressed just in terms of obligatoriness: one can say that from February to April (due to your first promise) and again starting from June (due to your second promise) it is obligatory for you to attend my wedding, but this does not entail that in June you acquire a new obligation (instead of reacquiring the old obligation). For another example, suppose that in June you also promise *my fiancée* that you will attend my wedding. Consider the claim that in June you acquire a *single* obligation to attend my wedding (one that you owe both to me and to my fiancée), not two distinct obligations (one that you owe only to me and one that you owe only to my fiancée). This is another claim that cannot be expressed just in terms of obligatoriness: one can say that attending my wedding becomes obligatory for you both towards me and towards my fiancée (although for different reasons), but this does not entail that you acquire only one obligation (instead of two).

One might grant that talk of obligations cannot always be replaced with talk of obligatoriness (and thus that the above argument against the existence of obligations fails), but might argue that the questions about the individuation of obligations that I implicitly raised in the previous paragraph are devoid of practical interest: what does it matter whether in June you acquire one obligation (to attend my wedding) or two? I reply that, regardless of whether in this specific example it matters, the *general* question of how to individuate obligations is of considerable practical interest. To see this, consider *conflicts* of obligations. Suppose you can rescue only one out of four people trapped in a burning building. You might reason as follows: “my obligation to rescue Alice is stronger than my obligation to rescue either Bob or Carol, and is also stronger than my obligation to rescue either Carol or Derek; nevertheless, taken together, the last two obligations override the first, so I must rescue Carol”. To engage in such reasoning, you need a way to individuate obligations. It will not do to reply that you can just individuate obligatory actions instead. This will not do because maybe distinct obligations (e.g., an obligation that you owe to me and an obligation that you owe to my fiancée) correspond to

the same obligatory action, and maybe distinct obligatory actions correspond to the same obligation (e.g., many obligatory actions may correspond to your obligation to obey the law). Or maybe not (as I will argue), but my point is that the issue merits investigation: it cannot be just assumed at the outset that there is a one-to-one correspondence between obligations and obligatory actions (cf. Nolan 2014: 204).

Moreover, regardless of their *practical* interest, questions about the individuation and the nature of obligations are of considerable *theoretical* interest. If one cares about whether there can be coincident objects, like a statue and a lump of clay, why not also care about whether there can be distinct obligations to perform the same action? If one cares about whether possible worlds (or universals) are concrete or abstract, why not also care about whether obligations are concrete or abstract? If one cares about whether a state of affairs can exist without obtaining, why not also care about whether an obligation can exist (or be violated) without being in force?

In this paper, I take obligations seriously, and I take steps to redress the neglect of the metaphysics of obligations in the literature. My central thesis is that several questions in the metaphysics of obligations can be illuminated by examining the relationship between obligations and what I call *prescriptions*, namely the entities that *imperative* sentences typically express (e.g., commands). My starting point is the observation that, for example, your obligation to confess and the prescription expressed by “confess” are satisfied under exactly the same conditions, namely exactly if you confess (and are violated exactly if you do not confess); I say that the obligation and the prescription are *associated*. In Sect. 4.2, I examine the *satisfaction* and the *violation* of obligations, and I argue that, (1) for every obligation, there is a unique prescription associated with the obligation (i.e., the association relation is a *function* from obligations to prescriptions). In another paper (Vranas 2021), I examine the *individuation* of obligations, and I argue that (2) no distinct obligations are associated with the same prescription. Taken together, (1) and (2) amount to the *Correspondence Result*: the association relation is a *one-to-one correspondence* between all obligations and certain prescriptions. In Sect. 4.3, I examine the *nature* of obligations, and I use the Correspondence Result to defend the *Identity Thesis*: every obligation is *identical* to a prescription (in fact, to its associated prescription). The Identity Thesis entails the novel metaethical thesis that moral obligations are prescriptions. In the [Appendix](#), I situate that novel thesis in the metaethical landscape.

Before I begin, I briefly address another argument for the conclusion that there are no such entities as obligations (a conclusion that would render my project in this paper misguided). Alida Liberman and Mark Schroeder (2016) argue that, if I tell you that you have a reason to eat lunch at Lemonade and an obligation to attend Bill’s party, it is natural for you to ask me what the reason is, but “it does not make great sense for you to ask me what your obligation is”: “There is no real intelligible

question as to what [obligations] are” (2016: 107).<sup>1</sup> I reply first that, just as it makes sense for you to ask me what kind of entity your reason is, it makes sense for you to ask me what kind of entity (e.g., concrete or abstract) your obligation is. More importantly, however, if (I am right that) obligations are prescriptions, then it is clear why “it does not make great sense for you to ask me what your obligation [to attend Bill’s party] is”: this would amount to asking me *which* prescription your obligation to attend Bill’s party is, and this question is trivial because the correct answer is obviously that it is the prescription expressed by “attend Bill’s party”. By contrast, if reasons are facts, then it is natural for you to ask me what your reason to eat lunch at Lemonade is: this would amount to asking me *which* fact your reason to eat lunch at Lemonade is, and this question is not trivial. So there is an alternative explanation of Liberman and Schroeder’s observations, an explanation that does not appeal to the claim that there are no such entities as obligations.

## 4.2 The Satisfaction/Violation of Obligations and the Association Function

### 4.2.1 Prescriptions

Since my central thesis is that several questions in the metaphysics of obligations can be illuminated by examining the relationship between obligations and prescriptions, I start with some remarks about prescriptions (see Vranas 2008 for details and references to the literature). Just as propositions are the entities that declarative sentences typically express, prescriptions are the entities that imperative sentences typically express: commands, requests, instructions, suggestions, and so on. For my purposes in this paper, I can remain neutral on the metaphysical status of propositions and of prescriptions, so I take no stand on whether, for example, they are concrete or abstract, structured or unstructured.<sup>2</sup> The prescription (that can be) expressed by (addressing to you the imperative sentence) “confess” is

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<sup>1</sup> According to Liberman and Schroeder: “Obligations, it seems, are just nominalizations of the *is obligated* to relation between agents and actions” (2016: 107). It does not follow, however, that there are no such entities as obligations: arguably, some nominalizations correspond to real entities (see Moltmann 2021).

<sup>2</sup> My neutrality does not render the existence of prescriptions any more questionable than the existence of propositions: just as one can be convinced that propositions exist by noting that different declarative sentences can be used to make the same claim and a single declarative sentence can be used to make different claims, one can be convinced that prescriptions exist by noting that different imperative sentences can be used to issue the same command and a single imperative sentence can be used to issue different commands. Moreover, my neutrality does not render my thesis that obligations are prescriptions (see Sect. 4.3) uninformative: my thesis is informative partly because it entails that whatever (limited) information we have about prescriptions is also information about obligations.

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 prescription, and call the proposition that you do not confess (more carefully, that it is not the case that you confess) the “violation proposition” of the prescription. More generally, for every prescription there are two corresponding propositions (which are logically incompatible): the *satisfaction proposition* of the prescription, which specifies the conditions under which the prescription is satisfied, and the *violation proposition* of the prescription, which specifies the conditions under which the prescription is violated.<sup>3</sup> A prescription is satisfied exactly if its satisfaction proposition is true, and is violated exactly if its violation proposition is true.<sup>4</sup>

No distinct prescriptions have both the same satisfaction proposition and the same violation proposition. One can see this by noting that, given a satisfaction and a violation proposition, further factors are irrelevant to the individuation of prescriptions. For example, the *sources* of imperative utterances are irrelevant to the individuation of prescriptions: if your *mother* urges you to confess and your *father* urges you to confess, then your mother and your father express the same prescription—just as they express the same proposition if they both state that you will confess.<sup>5</sup> For another example, the *illocutionary forces* (Searle and Vanderveken 1985) of imperative utterances are irrelevant to the individuation of prescriptions: if your mother *requests* you to confess and your father *orders* you to confess, then your mother and your father express the same prescription—just as they express the same proposition if your mother *asserts* that you will confess and your father *conjectures* that you will confess (see Sosa 1964: 21–2, 1967: 57; Vranas 2008: 554 n. 14). One might object that the *targets* of imperative utterances are relevant to the individuation of prescriptions: if I address to *Sam* (a token of) the imperative sentence “confess” and you address to *Pat* (another token of) the same

<sup>3</sup> In the above example, the violation proposition is the *negation* of the satisfaction proposition; more generally, this is so for all and only *unconditional* prescriptions, like the prescription expressed by “confess”. By contrast, the prescription expressed by “if you are guilty, confess” is *conditional* (i.e., not unconditional): its violation proposition (namely, the proposition that you are guilty but you do not confess) is *not* the negation of its satisfaction proposition (namely, of the proposition that you are guilty and you confess). See also Vranas 2008: 534–5, 2018: 22.

<sup>4</sup> Is it *necessary* that a prescription is satisfied (or violated) exactly if its satisfaction (or violation) proposition is true? One might argue as follows that it is not. Let *Q* be the prescription expressed by “confess”. Consider a possible world *w* at which you do not exist. The violation proposition of *Q* (namely, the proposition that you do not confess) is true at *w*, but *Q* is not violated at *w* because *Q* does not exist at *w* (cf. Hoffmann 2003: 643). To avoid taking a stand on these issues, I will just say that, necessarily, *if a prescription exists*, then it is satisfied (or violated) exactly if its satisfaction (or violation) proposition is true.

<sup>5</sup> In this example and in the next one in the text, I assume that the imperative utterances of your mother and of your father are *simultaneous*. A modification of the above example suggests that the *times* of imperative utterances are also irrelevant to the individuation of prescriptions: if your mother urges you *at 9 am* to confess *at noon* and your father urges you *at 11 am* to confess *at noon*, then your mother and your father express the same prescription—just as they express the same proposition if your mother states at 9 am that you will confess at noon and your father states at 11 am that you will confess at noon. Cf. Vranas 2008: 554 n. 12.

imperative sentence, then we express different prescriptions. Indeed we do, I reply, but the two prescriptions have different satisfaction (and violation) propositions: the satisfaction proposition of the prescription that I express is the proposition that Sam confesses, but the satisfaction proposition of the prescription that you express is the proposition that Pat confesses.<sup>6</sup> So this is no counterexample to my claim that no distinct prescriptions have both the same satisfaction proposition and the same violation proposition.<sup>7</sup>

## 4.2.2 *The Satisfaction and the Violation of Obligations*

The satisfaction and the violation of obligations are analogous to the satisfaction and the violation of prescriptions. Suppose, for example, 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.<sup>8</sup> An obligation

<sup>6</sup> By contrast, if I address to *Sam* (a token of) the imperative sentence “someone turn on the light” (understood as “*let it be the case* that someone turns on the light”, not as “*make it the case* that someone turns on the light”) and you address to *Pat* (another token of) the same imperative sentence, then we express the same prescription (if we express a prescription at all; see Vranas 2008: 554 n. 15), whose satisfaction proposition is the proposition that someone turns on the light. This suggests that the targets of imperative utterances are irrelevant to the individuation of prescriptions.

<sup>7</sup> Here is another objection to my claim. Consider the imperative sentences ( $S_1$ ) “don’t tell anyone”, ( $S_2$ ) “don’t tell anyone, *especially* my boss”, and ( $S_3$ ) “don’t tell anyone; but if you do, at least don’t tell my boss”. One might argue that the prescriptions expressed by these three imperative sentences have the same satisfaction proposition (namely, the proposition that you do not tell anyone) and the same violation proposition (namely, the proposition that you tell someone), but the prescription  $Q$  expressed by  $S_1$  is distinct from the prescriptions expressed by  $S_2$  and by  $S_3$  because, according to the latter two prescriptions but not according to  $Q$ , the following proposition  $P$  holds: it is *worse* (as far as I am concerned) if you tell my boss than if you tell someone else. I reply that neither  $S_2$  nor  $S_3$  expresses only a single prescription (contrast Vranas 2008: 534):  $S_2$  expresses both  $Q$  and  $P$ , and  $S_3$  expresses both  $Q$  and the prescription  $Q'$  expressed by “if you tell someone, at least don’t tell my boss” (and  $P$  holds according to  $Q'$ ).

<sup>8</sup> 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  $O_1$  whose satisfaction proposition is the proposition that you confess from (2) an unconditional obligation  $O_2$  whose satisfaction proposition is the proposition that you

is satisfied exactly if its satisfaction proposition is true, and is violated exactly if its violation proposition is true.<sup>9</sup>

One might object that there is a significant disanalogy between the violation of obligations and the violation of prescriptions. Suppose that in the morning you have an obligation (because you have promised) to call me at midnight, but starting at noon you no longer have this obligation (because at noon you are released from your promise). Suppose further that you do *not* call me at midnight. Then the prescription expressed by “call me at midnight” is violated (since its violation proposition, namely the proposition that you do not call me at midnight, is true); but it seems false that your obligation to call me at midnight is violated, since you no longer have this obligation at midnight. This is also an alleged counterexample to the claim that an obligation is violated if its violation proposition is true.

The objection in the previous paragraph relies on the idea that, for your obligation to call me at midnight to be violated, it is (necessary but) *not sufficient* that you fail to (i.e., you do not) call me at midnight: it is also necessary that *you have* the obligation at midnight. This is necessary because—one might argue—(1) your obligation to call me at midnight is violated only if your failure to call me at midnight is (pro tanto) *impermissible* for you at midnight, but (2) this failure is *not* (pro tanto) impermissible for you at midnight if you no longer have the obligation at midnight (assuming that you have at midnight no *other* obligation which is violated if you fail to call me at midnight). The main point is that, for obligations (in contrast to prescriptions), the concept of violation is *normatively loaded*: it has impermissibility “built into” it.

In reply, I grant that there is a (normatively) loaded concept of violation; but I maintain that there is also a *non-loaded* concept, which amounts to the truth of the violation proposition. The non-loaded concept is more fundamental, in the sense that it is built into the loaded concept: as a matter of conceptual necessity, your obligation to call me at midnight is violated in the loaded sense *only if* it is violated in the non-loaded sense (i.e., only if you do not call me at midnight). We are then faced with a terminological choice. One option is to reserve the term “violation” for the loaded concept, and to use some other term (e.g., “unfulfillment”) for the non-loaded concept. Another option (which I choose) is to reserve the term “violation” for the non-loaded concept, and to use some other term—I will use “*impermissible*

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confess with the motive of keeping your promise. For simplicity, I understand your obligation to confess as  $O_1$ : I am not denying that, if you promise to confess, sometimes you acquire  $O_2$  instead of  $O_1$ . (An obligation, like a prescription, is *unconditional* exactly if its violation proposition is the negation of its satisfaction proposition, and is *conditional* otherwise; see note 3.)

<sup>9</sup> Is it *necessary* that an obligation is satisfied (or violated) exactly if its satisfaction (or violation) proposition is true? One might argue as in note 4 that it is not, but one might also argue for the same conclusion as follows. Suppose that you (actually) have an obligation  $O$  to confess. Consider a possible world  $w$  at which you have no obligation to confess, and you do not confess (but you exist). The violation proposition of  $O$  (namely, the proposition that you do not confess) is true at  $w$ , but  $O$  is not violated at  $w$  because  $O$  does not exist at  $w$ . To avoid taking a stand on these issues for the moment (contrast Sect. 4.3, especially note 20), I will just say that, necessarily, *if an obligation exists*, then it is satisfied (or violated) exactly if its satisfaction (or violation) proposition is true.

violation”—for the loaded concept. Neither option is entirely satisfactory, but nothing substantive in this paper hangs on my terminological choice. Given my choice, in the above example I will say that both the prescription expressed by “call me at midnight” and your obligation to call me at midnight are violated, but neither the prescription nor the obligation is impermissibly violated (contrast Gewirth 1981: 2). Similar remarks apply to satisfaction.<sup>10</sup>

### 4.2.3 *The Association Function*

Say that an obligation and a prescription are *associated* exactly if they have both the same satisfaction proposition and the same violation proposition. For example, your obligation to confess and the prescription expressed by “confess” are associated. Note that (1) *every* obligation has an associated prescription: for example, your obligation to confess if you are guilty is associated with the prescription expressed by “if you are guilty, confess”. Moreover, (2) no distinct prescriptions are associated with the same obligation: if prescriptions  $Q$  and  $Q'$  are associated with the same obligation  $O$ , then  $Q$  and  $Q'$  have the same satisfaction proposition as  $O$  and the same violation proposition as  $O$ , so  $Q$  and  $Q'$  are not distinct (since, as I argued in Sect. 4.2.1, no distinct prescriptions have both the same satisfaction proposition and the same violation proposition). Taken together, (1) and (2) amount to the claim that, for *every* obligation, there is a *unique* prescription associated with the obligation (which I call *the associated prescription* of the obligation); more formally, the association relation is a *function* from obligations to prescriptions. This is my main thesis in this section.

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<sup>10</sup> Besides being non-loaded, the concepts of satisfaction and violation (as I understand them) are *timeless* and *non-agential*: a prescription or an obligation is satisfied (or violated) *simpliciter*, not satisfied *at* a given time or *by* a given agent. Clearly, however, there are also *time-indexed* and *agential* concepts of satisfaction and violation: if you turn on the light at noon, then the prescription expressed by “someone turn on the light” *becomes* satisfied *at* noon *by* you, and *is* satisfied *at* every later time. Here is how I propose to define time-indexed satisfaction. (1) An obligation *is satisfied at a given time* (at which it exists; I omit this qualification in what follows) exactly if its satisfaction proposition *is settled*—in other words, *is historically necessary*—at that time; i.e., the proposition is logically entailed by the *history* of the world up to and including that time (understood as the conjunction of all true propositions that are not about any later time). For example, if you shred a document at midnight, then your obligation to shred the document is satisfied (one could say that it is in a “state of satisfaction”) at midnight and at every later time but not at any earlier time. (2) An obligation *becomes satisfied at a given time* exactly if its satisfaction proposition *becomes settled* at that time; i.e., the proposition is settled at every later time but is not settled at any earlier time (Vranas 2018: 8–9). For example, if you shred a document at midnight, then your obligation to shred the document becomes satisfied at midnight. Similar definitions can be given for the *violation* of obligations, and for the satisfaction and the violation of *prescriptions*. It follows from these definitions that it is impossible for an obligation to become satisfied (or violated) more than once: necessarily, if the satisfaction proposition of an obligation—or indeed *any* proposition—becomes settled at a given time, it is settled at every later time, so it never becomes settled again.



One might object that some obligations are associated with multiple prescriptions: for example, your obligation to pray every day is associated with the prescriptions expressed by “pray today”, “pray tomorrow”, etc. I reply that none of these prescriptions is *associated* with your obligation: none of them has the same satisfaction proposition as your obligation (namely, the proposition that you pray *every* day). The unique associated prescription of your obligation is instead the prescription expressed by “pray every day”. On the other hand, the prescription expressed by “pray today” is the unique associated prescription of a different obligation; namely, of your more specific obligation to pray today (assuming that you have this obligation).

One might alternatively object (to my main thesis in this section) that some obligations are associated with different prescriptions *at different times*. For example, suppose you have an obligation to pay (between April 20 and April 30) your next month’s rent, and your landlord only accepts checks. On April 15, however, your landlord informs you that he has just decided to no longer accept checks: he will only accept cash. One might argue that your obligation is associated *before* April 15 with the prescription expressed by “pay your rent by check”, but is associated *after* April 15 with the prescription expressed by “pay your rent in cash”. In reply, distinguish two cases. (1) Suppose your lease specifies that you must pay your rent by check. Then you have before April 15 an obligation to pay your rent by check. But your landlord’s decision to stop accepting checks is in effect an attempt to change the terms of your lease; assuming that this attempt succeeds (e.g., you accept the change), on April 15 you stop having the obligation to pay your rent by check, and you start having an obligation to pay your rent in cash. But then you do not have a single obligation associated with different prescriptions at different times: you have instead (at different times) two distinct obligations, and each of them is (timelessly, or maybe at every time) associated with only one prescription. (2) Suppose alternatively your lease does not specify which methods of payment are acceptable. Then your obligation to pay your rent (which you have both before and after April 15) is neither an obligation to pay your rent by check nor an obligation to pay your rent in cash: it is instead an obligation to pay your rent *by an acceptable method of payment*. Because the acceptable methods of payment change over time, one might argue that you have different *derived* obligations at different times: before April 15, you have a derived obligation to pay your rent by check, but after April 15, you have a derived obligation to pay your rent in cash. If so, I reply, then each derived obligation, like your (primary) obligation to pay your rent, is (timelessly, or maybe at every time) associated with only one prescription.<sup>11</sup>

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<sup>11</sup> I can similarly reply to the potential objection that some obligations are associated with different prescriptions *at different worlds*. If at the actual world your landlord only accepts checks but at some non-actual world he only accepts cash, and if at both worlds you have the same obligation to pay your rent, then this is neither an obligation to pay your rent by check nor an obligation to pay your rent in cash: it is instead an obligation associated at both worlds only with the prescription expressed by “pay your rent by an acceptable method of payment”. One might ask: is the obligation associated with the prescription even at worlds at which the prescription exists but the obligation

### 4.2.4 *The Correspondence Result*

I concluded above that, (1) for every obligation, there is a unique prescription associated with the obligation. In another paper (Vranas 2021), I argue that (2) no distinct obligations are associated with the same prescription. Taken together, (1) and (2) amount to the *Correspondence Result*: the association relation is a *one-to-one correspondence* between all obligations and certain prescriptions (namely, those prescriptions that have an associated obligation). Given this result, the question arises: what exactly is the relationship between an obligation and its associated prescription? In the next section, I argue that every obligation is *identical* to its associated prescription.

## 4.3 The Nature of Obligations and the Identity Thesis

### 4.3.1 *The Identity Thesis*

In this section, I defend the *Identity Thesis*: *every obligation is (numerically) identical to a prescription*. (In the next section, I defend a time-indexed version of the Identity Thesis.) Equivalently, and more simply, the Identity Thesis is the claim that (1) *every obligation is a prescription*. In conjunction with the claim (which I defended in Sect. 4.2.1) that (2) no distinct prescriptions have both the same satisfaction proposition and the same violation proposition, the Identity Thesis entails that, (3) *if an obligation and a prescription are associated, then they are identical*—and this in turn entails that every obligation is identical to its associated prescription.<sup>12</sup> (To prove (3) from (1) and (2), take an obligation  $O$  and a prescription  $Q$  that are associated; i.e., they have both the same satisfaction proposition and the same violation proposition. By (1),  $O$  is a prescription; so, by (2),  $O = Q$ .) Although (if I am correct) every obligation is a prescription, not every prescription is an obligation: for example, the prescription expressed by “disprove the Pythagorean theorem” is not an obligation (if no obligation has an impossible satisfaction proposition). The Identity Thesis does not tell us *which* prescriptions are obligations: for example, it does not tell us whether the prescription expressed by “donate blood” is an obligation. Nevertheless, the Identity Thesis is not uninformative: it answers the question, what kinds of entities are obligations? The answer that obligations are

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does not exist? I reply that there are no such worlds: as I argue in Sect. 4.3, the obligation is identical to the prescription, so the obligation exists at all and only those worlds at which the prescription exists.

<sup>12</sup> More precisely, the claim that every obligation is identical to its associated prescription (understood as the claim that, for every obligation, there is a unique prescription associated with the obligation, and the obligation is identical to that prescription) is equivalent to the conjunction of (3) with the claim—which follows from (1)—that every obligation has an associated prescription.

prescriptions is incomplete, however, since I remain neutral on the metaphysical status of prescriptions (see Sect. 4.2.1).

In defense of the Identity Thesis, note that it provides a simple explanation of the Correspondence Result: if every obligation is a prescription, then *the association relation relates every obligation to itself* (since every obligation has both the same satisfaction proposition and the same violation proposition as itself) *and only to itself* (by claim (3) of the previous paragraph), and then the association relation is a one-to-one correspondence between all obligations and certain prescriptions (namely, those prescriptions that are obligations). By contrast, I do not see how opponents of the Identity Thesis could explain the Correspondence Result.<sup>13</sup> In further defense of the Identity Thesis, note that it is *less parsimonious* to claim that obligations are distinct from prescriptions than to claim that obligations are identical to prescriptions. According to (a version of) Occam's razor, entities are not to be multiplied beyond necessity (Baker 2004/2016).

One might object by using an analogy. Say that a circle in a given plane and a sphere are *associated\** exactly if they have both the same center and the same radius. The *association\** relation is a one-to-one correspondence between all circles in the given plane and certain spheres (namely, those spheres that are bisected by the given plane). Nevertheless, it would be fallacious to infer that circles are spheres: to distinguish circles from spheres is not to multiply entities *beyond necessity*. Similarly (the objection continues), it is necessary to distinguish obligations from prescriptions because obligations have properties that prescriptions lack (and vice versa). For example: (1) some people *have* obligations but no one has a prescription (i.e., some obligations have owners but no prescription has an owner); (2) some obligations are *stronger* than others but no prescription is stronger than another; and (3) some promises *create* obligations but no promise creates a prescription.<sup>14</sup>

In reply, I grant of course that my appeals to explanatory power and to parsimony do not provide a *decisive* argument for the Identity Thesis. Nevertheless, the above objections are less powerful than they might seem. To see this, consider a couple of analogies. (1) Proponents of the familiar view that propositions are sets of possible worlds can reply as follows to the objection that propositions are true or false but sets are not (cf. King 2013: 81–3, 2019: 1344–5; Merricks 2015: 94; Plantinga 1987: 206–8): *sets of possible worlds* are true or false, even if other sets are not. Similarly, I can reply as follows to the objection that some obligations have owners but no prescription has an owner: *some prescriptions that are obligations* have

<sup>13</sup> They might claim that prescriptions are the *contents* of obligations (just like propositions are the contents of beliefs). I reply that this claim does not explain why no distinct obligations have the same content, and thus does not explain the Correspondence Result.

<sup>14</sup> According to these objections, some obligations have properties that *no* prescription has, so some obligations are not identical to *any* prescription (i.e., the Identity Thesis is false). By contrast, the observation that all obligations have a property that *some* prescriptions lack (e.g., all obligations are connected to reasons but some prescriptions are not) does not refute the Identity Thesis: I can reply that *those prescriptions that are obligations* have the property (e.g., those prescriptions that are obligations are connected to reasons—if all obligations are).

owners, even if other prescriptions do not. For example, if you have promised that you will donate blood, then the prescription expressed by “donate blood” is an obligation and has an owner (namely, you).<sup>15</sup> (2) Proponents of the familiar view that reasons are facts can reply as follows to the objection that some reasons for a given action are stronger than others but no fact is stronger than another: *among facts that are reasons*, some facts are stronger (i.e., are stronger reasons for the given action) than others. Similarly, I can reply as follows to the objection that some obligations are stronger than others but no prescription is stronger than another: *among prescriptions that are obligations*, some prescriptions are stronger (i.e., are stronger obligations) than others. One might respond by demanding an explanation of why it sounds strange to say that some prescriptions are stronger than others. I reply that this sounds strange probably because the Identity Thesis is not obvious. (In fact, to my knowledge, this thesis has never been proposed in the literature.) By analogy, saying that temperature is a mean value sounds strange probably because the identity between the temperature of a gas in equilibrium and the mean kinetic energy of the molecules that constitute the gas (cf. Nagel 1961/1979: 340–5; Needham 2009: 95–8; Sklar 1993: 351–4) is not obvious.

Consider now the objection that some promises create obligations (cf. Moltmann 2018: 260) but no promise creates a prescription; for example, if at noon you promise that you will abdicate (and before noon there is no reason for you to abdicate), then your obligation to abdicate is brought into existence (by your promise) at noon, but the prescription expressed by “abdicate” exists before noon (so the obligation is not identical to the prescription). Proponents of the Identity Thesis might reply by (1) claiming that your obligation to abdicate does exist before noon, and (2) trying to mitigate the implausibility of this claim by noting that the obligation *is not in force* (and thus *you do not have it*) before noon.<sup>16</sup> This reply faces two problems: (a) it does not *eliminate* the implausibility of the above claim, and (b) it conflicts with the claim that, as a matter of conceptual necessity, an obligation exists at time *t* only if the obligation is in force at *t*. This claim is supposed to capture the plausible idea that the concept of an obligation is normatively loaded: it has *being in force* “built into” it. I do not find these two problems decisive, but I will not say more in defense of the Identity Thesis. Instead, in what follows I switch

<sup>15</sup> The above reply to the objection that sets are not true or false faces the problem of failing to explain why only sets of a specific kind (namely, sets of possible worlds) can be true or false (cf. King 2013: 82–3, 2019: 1345). By contrast, my reply to the objection that no prescription has an owner faces no analogous problem: it is not only prescriptions of a specific kind that can be obligations and can have owners.

<sup>16</sup> An alternative reply would be to claim that prescriptions and obligations exist *timelessly*: they do not exist at particular times. I find this reply unpromising, for two reasons. (1) There are convincing arguments against the thesis that *propositions* exist timelessly (Smith 1990: 279–80), and they can be adapted to attack the thesis that *prescriptions* (or *obligations*) exist timelessly. (2) Regardless of whether prescriptions and obligations exist at particular *times*, presumably they exist at particular *worlds*, so the reply under consideration cannot be adapted to work against a version of the objection (that I formulate in note 20) in terms of worlds instead of times.

gears, and I defend what I take to be a more plausible version of the Identity Thesis: a time-indexed version, which can avoid the above two problems.

### 4.3.2 *Obligation Phasalism and the Time-Indexed Identity Thesis*

Before I formulate the time-indexed Identity Thesis, consider an analogy. If Paul's widow is Paula and Paula exists before Paul dies, then so does Paul's widow. Nevertheless, it is misleading to say, one day before Paul dies, that Paul's widow exists: it is misleading to refer to a woman as a "widow" at a time at which the woman is not a widow. Similarly, if your obligation to abdicate is the prescription expressed by "abdicate" and the prescription exists before you promise to abdicate, then so does your obligation. Nevertheless, it is misleading to say, one day before you promise to abdicate, that your obligation to abdicate exists: it is misleading to refer to a prescription as an "obligation" at a time at which the prescription is not an obligation. I am relying here on the claim that *whether a given entity is an obligation can vary over time*. More precisely: some entity that at some time (at which it exists) is an obligation is not an obligation at every time at which it exists. Call this claim *obligation phasalism*, since it amounts to the claim that some entity is an obligation for only a phase of its existence.<sup>17</sup> If obligation phasalism is true, then *being an obligation is relative to time*: nothing is an obligation *timelessly*, as opposed to being an obligation *at a given time* (or set of times, maybe including *all* times).<sup>18</sup> (Compare: since whether a woman is a widow can vary over time, no woman is a widow *timelessly*, as opposed to being a widow *at a given time* or set of times.) But then, if obligation phasalism is true, what becomes of my results in Sect. 4.2, which are formulated in terms of obligations *simpliciter*? I reply that my line of reasoning in Sect. 4.2 can be easily adapted (regardless of whether obligation phasalism is true) to support *time-indexed* versions of my results; to get these versions, replace "obligation" (in my formulations of the results) with "entity that at some time (or other) is an obligation". For example, the time-indexed version of my result that every obligation has an associated prescription (see Sect. 4.2.3) is the claim that every entity that at some time (or other) is an obligation has an associated prescription. Similarly, the time-indexed (version of the) Identity Thesis is the claim that *every entity that at some time (or other) is an obligation is a*

<sup>17</sup> My use of the term "phasalism" is inspired by Korman 2011/2016: see note 22. I use the term "phase" loosely, as corresponding to *any* non-empty and non-exhaustive set of times (not just a *connected* set of times) at which an entity exists.

<sup>18</sup> Strictly speaking, obligation phasalism (OP) entails that *something* is an obligation at a given time; OP is compatible with the claim that something (else) is an obligation *timelessly*, so OP does not entail that (OR) being an obligation is relative to time. Nevertheless, I take OR to be true if OP is true because I exclude from consideration as implausible the claim that something is an obligation at a given time but something else is an obligation *timelessly*.

*prescription*. Equivalently: for any time, every entity that at that time is an obligation is a prescription (i.e., is a prescription at *some* time, or equivalently at *every* time: I take it that whether something is a prescription cannot vary over time).

If the time-indexed Identity Thesis is true, then obligation phasalism is also true. To see this, reason contrapositively: if obligation phasalism is false (i.e., if everything that at some time is an obligation is an obligation at every time at which it exists), then, if (1) the prescription expressed by “abdicate” is an obligation at some time *after* you promise to abdicate, (2) it is also an obligation at every time (at which the prescription exists) *before* you promise to abdicate; but then the time-indexed Identity Thesis, which leads to (1), also leads to (2), and thus is false (because (2) is false). Similarly, consider the following claim, which is analogous to obligation phasalism but is formulated in terms of *worlds* instead of times: *whether something is an obligation can vary across worlds*. More precisely: some entity that at some world (at which it exists) is an obligation is not an obligation at every world at which it exists.<sup>19</sup> Call this claim *obligation contingency*. If the time-indexed Identity Thesis is true, then obligation contingency is also true. To see this, reason contrapositively: if obligation contingency is false (i.e., if everything that at some world is an obligation is an obligation at every world at which it exists), then, if (3) the prescription expressed by “abdicate” is an obligation at some world at which you promise to abdicate (e.g., the actual world), (4) it is also an obligation at every world at which (the prescription exists but) you do not promise to abdicate; but then the time-indexed Identity Thesis, which leads to (3), also leads to (4), and thus is false (because (4) is false).

I will argue now that the time-indexed Identity Thesis can avoid the two problems that I raised at the end of Sect. 4.3.1: if the thesis is true, then the two problems do not arise. I raised the two problems by considering the following claims (which proponents of the Identity Thesis—or of the time-indexed Identity Thesis—would be hard pressed to deny): your obligation to abdicate (1) *exists* before noon (i.e., before you promise to abdicate) but (2) *is not in force* before noon. The first problem was that (1) is implausible. I reply that (1) is not implausible if (as proponents of the time-indexed Identity Thesis can say, via obligation phasalism) your obligation to abdicate (which is the prescription expressed by “abdicate”) *is not an obligation* before noon. Compare: the claim that your favorite student exists at a time at which no one is a student is not implausible if your favorite student is not a student at that time.<sup>20</sup> (Moreover, I accept that promises can *create* obligations: due to a promise, a prescription that was not an obligation can become an obligation. Cf. Ayers 1974:

<sup>19</sup> Strictly speaking, I should prefix “at some world” and “at every world” with “at some time (or other)”, but I omit this qualification for simplicity.

<sup>20</sup> Similarly, one might object to the (time-indexed) Identity Thesis by arguing that it is implausible to claim that your obligation to abdicate exists at a world at which the prescription expressed by “abdicate” exists but you do not promise to abdicate (and there is no other reason for you to abdicate). I reply that this claim is not implausible if (as proponents of the time-indexed Identity Thesis can say, via obligation contingency) your obligation to abdicate (which is the prescription expressed by “abdicate”) is not an obligation at that world. Compare: the claim that your favorite

128.) The second problem had to do with the plausible idea that (3) the concept of an obligation is normatively loaded: it has *being in force* “built into” it. The problem was that the conjunction of (1) with (2) conflicts with the following claim, which is supposed to capture (3): (4) as a matter of conceptual necessity, *an obligation exists* at time *t* only if the obligation is in force at *t*. I reply that, if the time-indexed Identity Thesis is true, then (3) is captured not by (4) (which is false if (1) and (2) are true), but by the following claim: (5) as a matter of conceptual necessity, *a prescription is an obligation* at time *t* only if the prescription is in force at *t*. Compare: the idea that the concept of a student has *studying* built into it is not captured by the false claim that, (4′) as a matter of conceptual necessity, *a student exists* at time *t* only if the student is studying at *t*; it is instead captured by the claim that, (5′) as a matter of conceptual necessity, *a person is a student* at time *t* only if the person is studying (at a college or university) at *t*. The time-indexed Identity Thesis and (5) jointly entail that, for any time *t*, an entity is an obligation at *t* only if it is a prescription that is in force at *t*. If one leaves implicit the relativization to times of being an obligation and of being in force, one can say more simply that *every obligation is a prescription that is in force*.<sup>21</sup> Compare: every student is a person who is studying.

Opponents of the time-indexed Identity Thesis might ask: why is the relationship between an obligation and its associated prescription analogous to the relationship between a student and the person who is the student, instead of being analogous to the relationship between a clay statue and the lump of clay from which the statue is formed? According to a common view, the statue does not exist at times (or worlds) at which the lump of clay does not have an appropriate shape.<sup>22</sup> Why not argue by analogy that the obligation does not exist at times (or worlds) at

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student exists at a world at which no one is a student is not implausible if your favorite student is not a student at that world.

<sup>21</sup> It is natural for proponents of the time-indexed Identity Thesis to also accept the converse: *every prescription that is in force is an obligation*. One might ask: at which times (if any) is a given prescription in force (i.e., an obligation)? I reply that different normative theories will answer this question in different ways. For example, a normative theory might answer that a prescription is in force at a given time exactly if the satisfaction proposition of the prescription is more “valuable” at that time (in a sense specified by the theory) than the violation proposition of the prescription. My point is that answering the above question is a task for normative ethics, not for metaphysics, and thus lies beyond the scope of this paper. Nevertheless, in this paper I may proceed on the basis of plausible claims about being in force concerning particular cases. For example, it is plausible that the prescription expressed by “abdicate” is typically in force shortly after but not shortly before you promise to abdicate.

<sup>22</sup> According to Wasserman (2009/2017), this kind of view is “extremely popular”. Nevertheless, there are also many other views. In particular, Wasserman mentions the following view (which is analogous to obligation phasalism): “the thing which is (currently) a statue may have existed prior to the sculpting, but it was not (then) a statue. . . . Similarly, the thing which is (currently) a statue may survive being squashed, but it will not (then) be a statue.” According to Korman (2011/2016), “[w]e can call those who opt for this approach ‘phasalists’, since they take *being a statue* to be a temporary phase that [the lump of clay (i.e., the statue)] is passing through.” Phasalists include Ayers (1974: 128–9), Price (1977), and Tichý (1987/2004: 716–20). Jubien (1993: 37–40, 2001: 6–7) has a similar view concerning worlds instead of times.



which the prescription is not in force? I reply that such an argument by analogy would be weak, and I am not myself appealing to such an argument. The point of my analogies between obligations and students (or widows) was to *clarify* the time-indexed Identity Thesis and its implications, not to *argue* for that thesis by analogy. My argument for that thesis parallels my argument for the Identity Thesis in Sect. 4.3.1: the time-indexed Identity Thesis provides a simple explanation of the time-indexed (version of the) Correspondence Result,<sup>23</sup> and also avoids multiplying entities beyond necessity. My case for the time-indexed Identity Thesis is stronger than my case (in Sect. 4.3.1) for the Identity Thesis because, as I argued in the previous paragraph, the time-indexed Identity Thesis can avoid the two problems for the Identity Thesis that I raised at the end of Sect. 4.3.1. For example, the claim that your obligation to abdicate exists before noon is implausible if the prescription expressed by “abdicate” is an obligation at every time at which it exists (and proponents of the Identity Thesis would be hard pressed to deny this, since the Identity Thesis is formulated in terms of obligations *simpliciter*), but—to repeat—the above claim is not implausible if your obligation to abdicate is not an obligation before noon (and proponents of the time-indexed Identity Thesis can maintain this, via obligation phasalism). In sum, (1) the time-indexed Identity Thesis is more plausible than the Identity Thesis, and (2) I do have an argument for the time-indexed Identity Thesis, which is not an argument by analogy.

#### 4.4 Conclusion

According to a prevalent view on the nature of obligations, obligations are distinct from prescriptions, and whether something is an obligation cannot vary over time (or across worlds): everything that at some time (at some world) is an obligation is an obligation at every time (at every world) at which it exists. In this paper, I defended a novel alternative to this prevalent view, namely the *time-indexed Identity Thesis*: every entity that at some time (or other) is an obligation is a prescription. As I argued, if this thesis is true, then whether something is an obligation can vary over time (*obligation phasalism*) and across worlds (*obligation contingency*).<sup>24</sup>

<sup>23</sup> To be explicit, the time-indexed Correspondence Result is the claim that the association relation is a one-to-one correspondence between all entities that at some time (or other) are obligations and certain prescriptions. This claim entails that, for any time  $t$ , the association relation is one-to-one correspondence between all entities that are obligations at  $t$  and certain prescriptions (namely, I claim, those prescriptions that are in force at  $t$ ).

<sup>24</sup> My claim that (1) *whether a given entity is an obligation* can vary over time differs from the trivial claim that (2) *whether you have a given obligation* can vary over time. Claim (2) is not in dispute: for example, *before* you abdicate, *you have* an obligation to—keep your promise to—abdicate, but *after* you abdicate, *you no longer have* this obligation. But claim (2) provides no answer to questions like the following: after you abdicate, when you no longer have the obligation to abdicate, does this obligation no longer exist, or does it still exist without being



Moreover, in this paper I introduced a new *methodology* for addressing questions in the metaphysics of obligations: my methodology consists in examining the relationship between obligations and their associated prescriptions. I hope that this paper demonstrates the fruitfulness of this methodology.

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## A.1 Appendix: Moral Obligation Prescriptivism

The time-indexed Identity Thesis is not a *purely* metaethical thesis: it is about *all* obligations (including, for example, legal and epistemic ones), not only about *moral* ones. Call *moral obligation prescriptivism* the following purely metaethical consequence of the time-indexed Identity Thesis: every entity that at some time (or other) is a *moral* obligation is a prescription. This metaethical thesis is neutral on the metaphysical status of moral obligations because it is neutral on the metaphysical status of prescriptions (see Sect. 4.2.1). However, it is plausible that prescriptions (like propositions) exist even if they are never expressed, and even if there are no people; if so, then prescriptions exist “mind-independently”, and for this reason one might claim that moral obligation prescriptivism is a form of moral realism (cf. Joyce 2007/2016). Nevertheless, moral obligation prescriptivism is compatible with at least two forms of moral anti-realism. (1) Recall (from note 21) that whether a prescription is an obligation (at a given time) depends on whether the prescription is in force (at that time). But being in force may be mind-dependent: moral obligation prescriptivism is compatible with non-objectivism (e.g., constructivism) in metaethics (cf. Bagnoli 2011/2017). (2) I assumed that some moral obligations exist (at some times), and thus that some moral sentences (that can be used to assert the existence of moral obligations) are true—and thus also that the moral error theory is false. But it does not follow that moral sentences express (only) beliefs or propositions: moral obligation prescriptivism is compatible with forms of moral non-cognitivism—like quasi-realism (Blackburn 1993), including plan-expressivism (Gibbard 2003: 18–9)—that take moral sentences to be true or false in a deflationary or minimalist sense (van Roojen 2004/2016).

Compare moral obligation prescriptivism with prescriptivism as traditionally understood in metaethics—or *traditional prescriptivism* for short. According to an early form of traditional prescriptivism, “a value statement is nothing else than a command in a misleading grammatical form” (Carnap 1935: 24). I take the view to be that moral sentences (e.g., “It is morally forbidden for you to lie”) typically

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an obligation? According to my view (and claim (1)), at least in some cases, the obligation exists without being an obligation; but according to the prevalent view, this is impossible.

function like imperative sentences (e.g., “Do not lie”): they typically express only prescriptions. According to a later form of traditional prescriptivism, namely *universal prescriptivism* (Hare 1952, 1963, 1981, 1991, 1997), moral sentences are both universalizable and (typically) *prescriptive*: they “contain an element of meaning which serves to prescribe or direct actions” (Hare 2000). Although moral obligation prescriptivism is compatible with both forms of traditional prescriptivism, it is distinct from them: it is a thesis about the nature of moral obligations, not about universalizability or about the meaning or the function of moral sentences. It is true that, if moral obligations are prescriptions, then some *imperative* sentences express moral obligations. But it does not follow that *moral* sentences typically express moral obligations: moral obligation prescriptivism is compatible with the cognitivist claim that moral sentences typically express only beliefs or propositions (instead of obligations or prescriptions).

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