

“OUGHT” IMPLIES “CAN” BUT DOES NOT IMPLY “MUST”

An asymmetry between becoming infeasible and becoming overridden *

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28 June 2018

Abstract. The claim that (OIC) “ought” implies “can” (i.e., you have an obligation only at times at which you can obey it) entails that (1) *obligations that become infeasible are lost* (i.e., you stop having an obligation when you become unable to obey it). Moreover, the claim that (2) *obligations that become overridden are not always lost* (i.e., sometimes you keep having an obligation when you acquire a stronger incompatible obligation) entails that (ONIM) “ought does not imply “must” (i.e., some obligations are not all-things-considered). It is standard to infer ONIM—via (2)—from the premise that becoming *overridden* can result in “moral residue” (e.g., in the appropriateness of feeling regret). But then, I note, one could similarly infer not-OIC—via not-(1)—from the premise that becoming *infeasible* can result in moral residue. So *there is an argument against OIC which parallels the standard argument for ONIM*. I respond by rejecting both arguments: it is a mistake to always infer from the presence of moral residue that an obligation is not lost. Then I propose new arguments both for ONIM and for OIC.

1. Introduction

There is an apparent—and, to my knowledge, unnoticed—tension between two central ideas in moral philosophy. One of these ideas is that people never have obligations that they cannot obey; in other words, “ought” implies “can”. The other idea is that some obligations are merely pro tanto, not all-things-considered; in other words, “ought” (understood as corresponding to *pro tanto* obligations)¹ does not imply “must” (understood as corresponding to *all-things-considered* obligations). Taken together, these two ideas yield the following slogan: “ought” implies “can” but does not imply “must”.² To see the apparent tension related to this slogan, consider first the following way of explaining the pro tanto/all-things-considered distinction:

* I am grateful to Alan Hájek, Alan Sidelle, Walter Sinnott-Armstrong, Elliott Sober, Brian Talbot, Michael Titelbaum, two anonymous reviewers, the Editors of *The Philosophical Review*, and especially Aviv Hoffmann for comments, and to my mother for typing the bulk of the paper.

¹ Although I understand “ought” as corresponding to (pro tanto) obligations when I say that “ought” implies “can”, I am not assuming that every agent who *ought* to do something has an *obligation* to do it: for example, maybe you ought to grant my request for a favor but you have no obligation to grant my request. So what I mean when I say that “ought” implies “can” might be more aptly expressed by saying that “obligation” implies “can”. Nevertheless, I am not alone in the literature in formulating an ought-implies-can principle in terms of obligations (see note 2 for references).

² Those who accept that “ought” implies “can” and specify that they do not understand “ought” as corresponding only to all-things-considered obligations (e.g., Brennan & Southwood 2007: 7; Velleman 1998: 99; cf. Streumer 2007: 357) presumably accept both ideas that the slogan combines. Some authors, however, understand “ought” (at least for the purpose of defending the claim that “ought” implies “can”) as corresponding only to all-things-considered obligations (e.g., Copp 2008: 68; Dahl 1974: 487; Hobbs 2013: 44; Howard-Snyder 2006: 234; Littlejohn 2009: 364; van Someren Greve 2014: 913; cf. McConnell 1989: 438), and thus might deny what I mean when I say that “ought” implies “can”. They might also refuse to *say* that “ought” does not imply “must”; but I suspect that most of them would accept that some obligations are merely pro tanto, which is what I mean when I say that “ought” does not imply “must”. Not everyone accepts that some obligations are merely pro tanto: e.g., Donagan (1984) rejects it (cf. Kant 1797/1996: 378–9, AK 6: 224).

You have a job at a military base. You have the evening off today, and you have promised to meet your sister at a restaurant for dinner at 7pm. At 4pm, as you are preparing to go home, your commanding officer unexpectedly orders you to stay in the base until tomorrow to work on an urgent and top-secret project. You are now prevented from communicating with the outside world, so you have no way to inform your sister if you stay in the base. You can still sneak out of the base if you want, but then you might be court-martialed. Now you have two incompatible obligations: an obligation to meet your sister, and an obligation to stay in the base. Both obligations are *pro tanto* (or, in an older terminology, *prima facie*),³ but your *weaker* obligation—namely, to meet your sister—is *merely pro tanto*. Your *all-things-considered* obligation is your *stronger* obligation—namely, to stay in the base.

A few years ago, I gave such an explanation at a graduate seminar, and then a student asked me: “But why do you *still* have the obligation to meet your sister after you acquire the obligation to stay in the base?” I responded along the following lines:

If you stay in the base, it is appropriate for you to feel regret for failing to meet your sister. This suggests that you still have the obligation to meet her: if you no longer had this obligation, why would it be appropriate for you to feel regret for failing to obey it?

Call this the “Regret Response”. This kind of response is pretty standard—although some authors talk about kinds of “moral residue” other than regret (e.g., remorse or guilt), so more generally I will talk about “moral residue responses”.⁴ As soon as I gave the response, however, I realized that it also seems to work if one modifies the above scenario—call it the “restaurant scenario”—as follows: instead of specifying that you can still sneak out of the base if you want, specify that the base is so heavily guarded that you cannot leave it (since you do not have the permission of your commanding officer). In the modified restaurant scenario, it seems again appropriate for you to feel regret for failing to meet your sister; but since you can no longer meet her, the claim that you still have the obligation to meet her conflicts with the claim that “ought” implies “can”. Here is then the apparent tension that forms the starting point for this paper: apparently, the fact that in certain circumstances it is appropriate to feel regret (or remorse, guilt, etc.) is *both* a reason to accept the claim that “ought” does not imply “must” (i.e., that some obligations are merely *pro tanto*) and a reason to reject the claim that “ought” implies “can”.

³ Because “*prima facie*” means “at first sight”, calling a *pro tanto* obligation “*prima facie*” mistakenly suggests that at first sight it looks like an obligation but it may turn out not to be an obligation (Kramer 2005: 346–7; Searle 1978: 82–3; cf. Jones 1994: 195–8; Morris 1968: 498–9). This is why some authors advocate eschewing talk of “*prima facie* obligations” (cf. Frederick 2014: 303; Kagan 1989: 17; Schauer 1991: 5–6, 113–4). “*Pro tanto*” means “to that extent” (literally, “for so much”). See also Reisner 2013.

⁴ As evidence for my claim that this kind of response is pretty standard, note that David Brink refers to several authors who “take the appropriateness of attitudes such as regret or compunction towards B to show that the moral reasons supporting B do not disappear just because the reasons for B are defeated by the reasons for A” (1994: 221). For example, according to Ruth Barcan Marcus, “wherever circumstances are such that an obligation to do *x* and an obligation to do *y* cannot ... be fulfilled, the obligations to do each are not erased,” “even where the reasons for doing *x* outweigh, and in whatever degree, the reasons for doing *y*”; “to claim that one of the conflicting obligations has thereby been erased is to claim that it would be mistaken to feel guilt or remorse about having failed to act according to that obligation” (1980: 126, 130). Similar points are made by W. D. Ross (1930: 28), Bernard Williams (1965: 110–3), A. I. Melden (1977: 5), and Robert Audi (1996: 103–4). Note that some authors talk about moral residue (or “moral remainder”) in the context of investigating whether some moral conflicts are unresolvable, not whether some obligations are merely *pro tanto*. Proponents of moral residue responses sometimes claim (more cautiously) that it is “not inappropriate”—rather than “appropriate”—to feel regret or (e.g.) remorse (Sinnott-Armstrong 1988: 45), but for simplicity I use “appropriate” in the text. See note 7 for kinds of moral residue other than regret, remorse, or guilt.

In this paper, I respond to the apparent tension by arguing (§2) that moral residue responses fail both in the original restaurant scenario and in the modified one.⁵ This undermines the objection to the claim that “ought” implies “can” (OIC), but also undermines what is to my knowledge the only argument in the literature for the claim that “ought” does not imply “must” (ONIM).⁶ But then two questions arise. First, can one give a new argument for ONIM? Second, can one give an argument for (as opposed to undermining an objection to) OIC? I answer both questions affirmatively: I provide new arguments both for ONIM (§3) and for OIC (§4). The upshot is a vindication of the claim that “ought” implies “can” but does not imply “must”.

2. Against moral residue responses

Here is a brisk summary of the main arguments in the literature on moral residue responses, adapting the arguments to the scenarios under consideration (i.e., both the original and the modified restaurant scenario of §1). According to the Regret Response (RR), the *best explanation* of why (1) it is appropriate for you to feel regret for failing to (obey the obligation to) meet your sister is (or appeals to the claim) that (2) you still have the obligation to meet her.⁷ Opponents of RR object that there are alternative explanations of why (1) is true (if it is). For example, it may be appropriate for you to feel regret for failing to meet your sister because your failure to meet her makes her upset;⁸ this alternative explanation seems at least as good as the explanation that you still have the obligation to meet your sister. Proponents of RR reply by considering more specific scenarios that exclude the alternative explanations (Williams 1965: 112–3). For exam-

⁵ Another possible response to the apparent tension is to reject OIC and accept instead the claim that “must” (understood as corresponding to *all-things-considered* obligations) implies “can”; I address the response in note 29. Other possible responses include arguing that moral residue responses (1) succeed in the original scenario but fail in the modified one, (2) succeed in the modified scenario but fail in the original one, or (3) succeed in both scenarios. One might pursue (1) by claiming that “regret is spoken of only when a choice or other action is in question” (Foot 1995: 124): in the modified scenario, in contrast to the original one, you have no choice but to stay in the base, so it is not appropriate for you to feel regret for failing to meet your sister. I reply that this response may fail for some kinds of moral residue other than regret: arguably, some kinds of compensation (see note 7) can be appropriate even in the absence of a choice. Moreover, even if this response shows that the Regret Response fails in the modified scenario, I will argue that (contrary to what the response grants) the Regret Response also fails in the original scenario.

⁶ Except if one takes Frederick Schauer’s analogies to provide an argument for ONIM: he claims that reasons “do not evaporate when they are outweighed or overridden, any more than the security guard evaporates when she is overcome by the bank robber”, or any more than “my sweater disappears when it is penetrated by an icy wind” (1991: 5, 114).

⁷ According to another kind of moral residue response, the claim that you still have the obligation to meet your sister is the best explanation of why you have certain *residual obligations*: an obligation to *explain* to your sister why you failed to meet her (Greenspan 1983: 124–5 n. 8; Mallock 1967: 168; McConnell 1996: 41–4; Santurri 1987: 55), an obligation to *apologize* to your sister (Dahl 1996: 94; Gowans 1994: 111–3; Greenspan 1983: 124–5 n. 8; Feldman 1986: 206; Halfon 1989: 108–9; Levi 1992: 826–7; Mallock 1967: 168; McConnell 1996: 39–44; Sinnott-Armstrong 1988: 51; Trigg 1971: 47), or an obligation to *compensate* your sister for her inconvenience (Dahl 1996: 94; Feinberg 1978: 102–3; Gowans 1994: 111–3; Levi 1986: 25–8; Ross 1930: 28; Sinnott-Armstrong 1988: 51–2; Thomson 1980, 1986: 40–1, 1990: 84, 93–6, 100–3, 307–10). (Contrast Blackburn 1996: 131–2, 135–6; Herman 1990: 325–30.)

⁸ Atkinson 1965: 131; Mandelbaum 1955: 79–80; McConnell 1975: 116–7, 1978: 277–8; Santurri 1987: 51–2. Opponents of RR might even argue that, strictly speaking, (1) is false: it is *not* appropriate for you to feel regret for *failing to meet your sister*. It is instead appropriate for you to feel regret for (e.g.) *the fact that your failure to meet her makes her upset*. See Brink 1994: 221–2 n. 17 for a discussion of possible appropriate objects of regret. For simplicity, my formulation of RR lumps together (a) regret for *failing to meet your sister* and (b) regret for *failing to obey the obligation* to meet your sister; one might argue that (a) is appropriate but, because you no longer have the obligation to meet your sister, (b) is not appropriate. On some views, regret is never appropriate (Bittner 1992; cf. Halfon 1989: 109).

ple, suppose that (as you know) your sister does not really want to meet you, so she will be relieved (rather than upset) when you do not show up; then the claim that (2) you still have the obligation to meet your sister is the *only* plausible—and thus the *best*—explanation of why (1) it is appropriate for you to feel regret for failing to meet her. Opponents of RR object that, in the more specific scenarios, it is question-begging to claim that (1) is true: those who think that you no longer have the obligation to meet your sister have no reason to think that it is appropriate for you to feel regret for failing to meet her (cf. McConnell 1975: 114). Proponents of RR reply that, in the more specific scenarios, (1) is true because you fail to honor your promise to meet your sister.⁹ Opponents of RR object that, if a promise no longer corresponds to any obligation, it need not be appropriate to feel regret for failing to honor the promise (cf. Atkinson 1965: 131; Foot 1983: 387).¹⁰

The above summary suggests that the success of the objections that have been raised against moral residue responses hinges on controversial issues concerning whether or why it is appropriate to have certain feelings. I will now propose an objection to moral residue responses that remains neutral about these controversial issues.

Note first that, if moral residue responses fail in the original restaurant scenario (§1), then they also fail in the modified scenario. To see this, recall that the difference between the two scenarios is that, while in the original scenario you can still sneak out of the base if you want, in the modified scenario the base is so heavily guarded that you cannot leave it. But the fact that you cannot leave the base *lends no support* to the claim that you still have the obligation to meet your sister (and even *refutes* that claim if “ought” implies “can”). Therefore, if the (abductive) considerations adduced by moral residue responses in support of that claim are not strong enough in the original scenario, then they are not strong enough in the modified scenario either. So to show—as I plan to do—that moral residue responses fail in both scenarios it is enough to show that they fail in the original scenario; this is why I consider only the original scenario from now on.

Recall that, in the original restaurant scenario, you have promised to meet your sister at a restaurant for dinner *at 7pm*, but *at 4pm* your commanding officer orders you to stay in the base until tomorrow. Proponents of RR want to show that *after* 4pm you still have the obligation to meet your sister. But *until when* do you (allegedly) still have this obligation? Sooner or later, you will stop having it: one cannot deny this without committing oneself to the implausible claim that you

⁹ Williams 1965: 113; cf. Marino 2001: 209, 216; Santurri 1987: 52–3; Strasser 1987: 137–8.

¹⁰ Opponents of RR also argue that it can be appropriate to feel regret in the absence of any obligation. For example, it can be appropriate for you to feel regret for turning down my request for a favor (e.g., my request to switch my seat with yours in a plane so that I sit next to my brother), although you had no obligation to do me a favor (Foot 1983: 382; Morris 1985: 104–5; cf. Kellenberger 2001: 312; Sinnott-Armstrong 1988: 47; Trigg 1971: 49). Proponents of RR might reply that RR applies only to cases (like the restaurant scenario) in which there was clearly an obligation to start with. Moreover, proponents of moral residue responses reply by proposing the “Remorse Response”: they consider scenarios in which, they claim, (1) it is appropriate to feel *remorse* (or *guilt*) rather than regret (Phillips & Mounce 1969: 97–101), and they claim that (2) it cannot be appropriate to feel remorse (or guilt) in the absence of any obligation (Sinnott-Armstrong 1988: 44–51; cf. Marcus 1980: 131–3; Rawls 1971: 481–3; Thomson 1990: 97; van Fraassen 1973: 14). (Santurri (1987: 50)—like Ross (1930: 28)—talks about “compunction” instead of guilt; Gowans (1994: 95–6) talks about the feeling of “moral distress”.) Opponents of the Remorse Response reject (1) (Feldman 1986: 203; Mandelbaum 1955: 79–80; McConnell 1978: 278–80, 1996: 38; Santurri 1987: 53–4). (For replies, see Hare 1980: 172–5; Sinnott-Armstrong 1988: 48–51. On the relation between regret and remorse, see Phillips & Price 1967: 19; Zoch 1986: 55–6.) Moreover, opponents of the Remorse Response reject (2): it can be appropriate for you to feel remorse (or guilt) for accidentally killing a child who suddenly jumped in front of your car, even if you were driving very carefully and you violated no obligation (Dahl 1996: 94–5; McConnell 1996: 39; see also Conee 1982: 91–2; Greenspan 1992; Herman 1990: 325–6).

still have this obligation (and, presumably, every other obligation you have ever failed to obey) on your deathbed (Vranas 2007: 176, 200–1 n. 10, 2018: 9). If OIC is true (and, as I assume, you stay in the base), then you lose (i.e., you stop having) the obligation *before* 7pm: if you are still in the base at 6:59pm, then you can no longer make it to the restaurant by 7pm, so (by OIC) you no longer have—and thus before 7pm you have already lost—the obligation to meet your sister at 7pm. On the other hand, if OIC is false, then maybe you lose the obligation *at* 7pm, when it becomes settled that you fail to obey it. I need not take a stand on this issue here (I do so in §4, and also in Vranas 2007: 175–82, where I defend OIC). What is important for my present purposes is that in any case *after* 7pm you no longer have the obligation to meet your sister at 7pm: that would be an obligation to do something in the past! (Cf. Foot 1995: 120–1.) So I will assume that proponents of RR want to show that, between 4pm and some time not later than 7pm, you still have the obligation to meet your sister.

To show this, proponents of RR appeal to the premise that it is appropriate for you to feel regret for failing to meet your sister. But *at what times* is it (allegedly) appropriate for you to feel regret? Some authors “allow anticipatory regrets for what one intends to do or expects to happen” (cf. Rorty 1980: 490), but other authors “treat regret as always directed towards some past state of affairs” (Morris 1985: 102; cf. Luckhardt 1975: 164). I need not take a stand on this issue here. What is important for my present purposes is that the appropriateness of *retrospective*—as opposed to *anticipatory*—regret is not in dispute among proponents of RR. So I will assume that proponents of RR appeal to the following premise: for certain times t (later than 4pm) which include—and maybe are limited to—times *later than 7pm*, at t it is appropriate for you to feel regret for failing to meet your sister.¹¹

Given this setup, here is my objection to RR. From their claim that (1_t) at t it is appropriate for you to feel regret for failing to meet your sister, proponents of RR cannot infer that (2_t) at t you have the obligation to meet your sister: if they could infer (2_t) , then (given that the times t under consideration include times *later than 7pm*) they could also infer that (2^*) *after 7pm* you still have the obligation to meet your sister (at 7pm), but I argued that (2^*) is false. Proponents of RR might respond that from (1_t) they can infer instead that (3_t) *at some time t' not later than t* you have the obligation to meet your sister. I reply that it does not follow that any such t' is *later than 4pm*, so proponents of RR cannot infer their desired result that *after 4pm* you still have the obligation to meet your sister.¹²

I conclude that proponents of RR fail to show that after 4pm you still have the obligation to meet your sister.¹³ As advertised, in contrast to the objections to RR that have been raised in the litera-

¹¹ This premise does not entail—but is compatible with—the claim that sooner or later (before you die) it will stop being appropriate for you to feel regret for failing to meet your sister. I use “failing to meet” as a temporally neutral expression; if one wants to use temporal expressions, one can say that *before* (or *after*) 7pm it is appropriate for you to feel regret for the fact that *you will fail* (or *you have failed*) to meet your sister. Presumably, *before* 4pm it is not appropriate for you to feel regret for failing to meet your sister, since you have no idea that at 4pm you will be ordered to stay in the base.

¹² More precisely, my objection to RR is that the following is false: for every time t under consideration (i.e., every t at which (1_t) is true according to proponents of RR), the best explanation of (1_t) is (2_t) . This is false because the times under consideration include some time t^* later than 7pm, but the best explanation of (1_{t^*}) is not (2_{t^*}) , since (2_{t^*}) is false. Proponents of RR might respond that the best explanation of (1_t) is (2_t) *only for t not later than 7pm*; for t later than 7pm, the best explanation of (1_t) is instead (3_t) . I reply that this response seems ad hoc: if (3_t) is the best explanation of (1_t) for t later than 7pm, why is (3_t) not also the best explanation of (1_t) for t not later than 7pm?

¹³ Proponents of RR who deny that anticipatory regret can be appropriate—and for this reason accept that, (1) *starting at 7pm*, it is appropriate for you to feel regret for failing to meet your sister—might try to avoid my objection by

ture, my objection remains neutral about controversial issues concerning whether or why it is appropriate to feel regret: I did not take a stand on whether or why, for any time t , (1 $_t$) is true. Note that my objection does *not* rely on OIC: my objection relies instead on the claim that *after* 7pm you no longer have the obligation to meet your sister at 7pm, and (as I argued three paragraphs ago) that claim is true *regardless* of whether OIC is true. My objection also applies, *mutatis mutandis*, to kinds of moral residue other than regret,¹⁴ so I conclude more generally that *moral residue responses fail both in the original and in the modified restaurant scenario of §1*. This eliminates the appearance of a tension between OIC and ONIM (§1), but also undermines what is to my knowledge the only argument in the literature for ONIM. In the next section, however, I provide two new arguments for ONIM. One of those arguments appeals to moral residue in a scenario different from the restaurant scenario, so it should be noted that the conclusion of the present section is *not* that moral residue responses fail in *every* scenario.

3. “Ought” does not imply “must” (ONIM): Two new arguments

Recall that ONIM is the claim that some obligations are merely *pro tanto* (i.e., not all-things-considered). (So the negation of ONIM is the claim that *every obligation is all-things-considered*.¹⁵) To present my first argument for ONIM, consider the following scenario:

The hospital scenario. You have a job as a translator at a military base, and you have the evening off today. At 3:59pm, as you are preparing to go home, your spouse calls you and tells you that your daughter has been involved in a serious accident; she is at the hospital, and she may die any minute now. You promise to leave for the hospital in the next couple of minutes. As soon as you hang up, however, at 4pm, you receive (and you read) an email from your commanding officer, ordering you to stay in the base until midnight; she will send you at 10pm a document to translate, but she will be unreachable until 10pm (starting immediately). (Other people at the base could translate the document equally well, but you are just the most convenient choice.) No one other than your commanding officer is authorized to allow you to leave the base. But you can still sneak out, and in fact you do: you leave for the hospital at 4:02pm.

Assume that there are no other normatively relevant considerations. Then, between 3:59pm and 4:02pm, you do *not* have an *all-things-considered* obligation to stay in the base (given, in partic-

considering the best explanation not of (1 $_t$), but instead of the claim that, (1' $_t$) *starting* at time t , it is appropriate for you to feel regret for failing to meet your sister. They might claim that the best explanation of (1' $_t$) is that (2' $_t$) at t you lose the obligation to meet your sister, and they might infer that the best explanation of (1) is that (2) at 7pm you lose (so until 7pm—and thus after 4pm—you have) the obligation to meet your sister. In reply, note first that the claim that the best explanation of (1' $_t$) is (2' $_t$) relies on the idea that you “acquire” the residue (i.e., it starts being appropriate for you to feel regret) *as soon as* you lose the obligation. But if one accepts that you acquire the residue as soon as you lose the obligation, then why deny that anticipatory regret can be appropriate? Why not say instead that, at some time *earlier* than 7pm (namely, when you lose the obligation to meet your sister), it starts being appropriate for you to feel regret? Conversely, if one denies that anticipatory regret can be appropriate, then why accept that you acquire the residue *as soon as* you lose the obligation? Why not say instead that you lose the obligation before 7pm but (because anticipatory regret cannot be appropriate) you only acquire the residue at 7pm? In sum, my point is that I do not see how proponents of RR might defend the *conjunction* of the claims that you acquire the residue as soon as you lose the obligation and that anticipatory regret cannot be appropriate.

¹⁴ Namely, remorse (or guilt) and residual obligations (to explain, apologize, or compensate; see note 7).

¹⁵ Strictly speaking, a merely *pro tanto* obligation is an obligation that is *pro tanto* but not all-things-considered, so the negation of ONIM is the claim that every *pro tanto* obligation is all-things-considered. But this is equivalent to what I take to be the negation of ONIM in the text (namely, the claim that *every* obligation is all-things-considered) because every obligation is *pro tanto*: every obligation is either *pro tanto* or all-things-considered or both, and every all-things-considered obligation is also *pro tanto*. So “*pro tanto* obligation” is a pleonasm; nevertheless, calling an obligation “*pro tanto*” has the useful function of emphasizing that the obligation *need not* be—although it *may* be—all-things-considered. Opponents of ONIM can accept that every obligation is *pro tanto*, and can say that every obligation is *both* *pro tanto* and all-things-considered (so no obligation is *merely* *pro tanto*).

ular, that you will not receive the document to translate until 10pm): you have instead an all-things-considered obligation to leave for the hospital (in the next couple of minutes).¹⁶ I will argue, however, that at 4pm you do acquire an obligation to stay in the base (until midnight).¹⁷ But then that obligation is not all-things-considered, so some obligations are merely *pro tanto* (i.e., ONIM is true).

My argument for the claim that at 4pm you acquire an obligation to stay in the base appeals to a kind of moral residue: after you leave the base, you have a residual moral obligation to (sooner or later) explain to your commanding officer—e.g., by sending her an email—why you left, and the only plausible explanation of why you have this residual obligation is that by leaving you violated an obligation that you had to stay (and the only suitable candidate for the time at which you acquired this obligation is 4pm, since it is only at 4pm that you were ordered to stay in the base). Note why a similar appeal to moral residue fails in the restaurant scenario (i.e., the original scenario I introduced in §1). Let me grant that, in the restaurant scenario, after you leave the base, you have a residual moral obligation to (sooner or later) explain to your sister why you failed to meet her, and you have this residual obligation because by failing to meet your sister you violated an obligation that you had to meet her. Still, as I explained in §2, maybe it is *only until 4pm* that you had the obligation to meet your sister; in the hospital scenario, by contrast, it is clearly *only at or after 4pm* that you had the obligation to stay in the base, since it is only at 4pm that you were ordered to stay in the base. This crucial difference between the two scenarios explains why my appeal to moral residue succeeds in the hospital scenario but a similar appeal fails in the restaurant scenario.¹⁸

In the restaurant scenario, first you acquire a weaker obligation (to meet your sister), and then you acquire a stronger incompatible one (to stay in the base); the weaker obligation becomes overridden by the stronger one. In the hospital scenario, by contrast, first you acquire a stronger obligation (to leave for the hospital), and then you acquire a weaker incompatible one (to stay in the base); no obligation becomes overridden.¹⁹ To my knowledge, the literature on moral residue responses has not considered cases like the hospital scenario (in which no obligation becomes overridden) in support of ONIM. Since (as I explained) my appeal to moral residue succeeds in the hospital scenario but a similar appeal fails in the restaurant scenario, I now have an argument

¹⁶ Or something like that; for example, maybe you have instead an all-things-considered obligation to *first* explain by email to your commanding officer why you will leave (I assume that you do not in fact explain this before you leave) and *then* leave for the hospital (and then—maybe—*return* to the base by 10pm to translate the document). Even if this is correct, my point stands that, between 3:59pm and 4:02pm, you do not have an all-things-considered obligation to stay in the base; this is the first premise of my first argument for ONIM.

¹⁷ One might argue that you acquire such an obligation when you *read* your commanding officer's email, not when you *receive* it, and thus shortly *after* 4pm. I ignore this issue in what follows, since it is irrelevant to my main claims.

¹⁸ Recall from §1 that, in the modified restaurant scenario in which you cannot (and you do not) leave the base, it seems again appropriate for you to feel regret for failing to meet your sister, and that appeared to threaten OIC. By contrast, in a modified hospital scenario in which you cannot (and you do not) leave the base, you have no obligation to explain why you left, so there is not even an apparent threat to OIC.

¹⁹ To be precise, say that an obligation O_1 becomes *overridden* by an obligation O_2 for a given agent at time t exactly if both (1) the agent has O_1 until t and acquires O_2 at t and (2) O_2 is incompatible with and stronger (at t) than O_1 . In such a case, it is an open question whether the agent still has O_1 after t , and thus whether there is any time at which the agent has both O_1 and O_2 . By contrast, in a case in which an agent has an obligation O_1 until t and acquires a *weaker* incompatible obligation O_2 at t , in general the agent still has O_1 —and thus has both O_1 and O_2 , with O_2 being merely *pro tanto*—after t . So the latter kind of case (in which no obligation becomes overridden) is better suited than the former kind of case (in which an obligation becomes overridden) to support ONIM.

for ONIM but I still have no satisfactory answer to the question of my former student: I still have no good argument for the claim that, in the restaurant scenario, you have the obligation to meet your sister even after you acquire the obligation to stay in the base. I do not really need such an argument, however. My primary goal in introducing the restaurant scenario was to establish ONIM by illustrating the pro tanto/all-things-considered distinction. Even if the restaurant scenario does not enable me to achieve this goal, the hospital scenario does. Admittedly, however, I also had a secondary goal in introducing the restaurant scenario. That goal was to establish the thesis that *obligations that become overridden at a given time are not always lost at that time* (OVNIL: “overridden” does not imply “lost”). This is the thesis that, in some cases in which an agent initially has a weaker obligation and then at a given time acquires a stronger incompatible obligation, the agent at that time does not lose the weaker obligation.²⁰ Since in such cases the agent has the weaker obligation alongside the stronger one, the weaker obligation is not all-things-considered, so OVNIL entails ONIM. If the restaurant scenario is not such a case, then I have so far no good argument for OVNIL. I provide in what follows an argument for OVNIL. My argument will not appeal to moral residue.

To present my argument for OVNIL (which is also my second argument for ONIM, given that OVNIL entails ONIM), consider the following scenario:

The delivery scenario. You work for a company in Zurich. Your job is to deliver packages in person throughout Europe. The packages must be delivered at most 5 minutes before or after their scheduled delivery time, otherwise they are useless to their recipients. Elle and Lui, the two co-owners of the company, are your supervisors; their instructions have equal authority for you. At 3pm, Elle instructs you to deliver a package in Amsterdam at 7pm, and you promise the client (who is anxious to get the package) to deliver the package on time. At 4pm, however, you receive (and you read) an email from Elle; she says that she has received a somewhat more pressing order, and she instructs you to deliver a package in Barcelona at 9pm (although this will prevent you from delivering the package in Amsterdam at 7pm; the Amsterdam client has not yet been informed). But then, at 4:05pm, as you are about to inform the Amsterdam client, you receive (and you read) an email from Lui; he instructs you to deliver a package in Copenhagen, also at 9pm. It seems that there is a lack of communication between Elle and Lui, but you cannot get guidance from either of them on how to resolve the conflict: they both tell you in their emails that they will be unreachable until 10pm (starting immediately). No one else in the company has the authority to resolve the conflict or to deliver packages. You can definitely deliver both the package in Amsterdam at 7pm and the package in Copenhagen at 9pm, but you cannot deliver on time either of these packages and *also* deliver the package in Barcelona at 9pm.

Assuming that there are no other normatively relevant considerations, the following claims are true in this scenario. (1) Initially (at 3pm), you acquire an obligation A (to deliver a package in Amsterdam at 7pm). (2) Subsequently (at 4pm), you acquire an obligation B (to deliver a package in Barcelona at 9pm) incompatible with and stronger than A. (3) Finally (at 4:05pm), you acquire an obligation C (to deliver a package in Copenhagen at 9pm) compatible with A but incompatible with and neither weaker nor stronger than B. (4) As a result, you acquire (at 4:05pm) an all-things-considered obligation to do both what A and C require (i.e., to deliver both the package in Amsterdam at 7pm and the package in Copenhagen at 9pm). In support of (4), recall

²⁰ Consider the alternative thesis that obligations that become overridden at a given time are *never* (i.e., in no case) lost at that time. This thesis is false, if only because in some cases an agent is *released* from (or becomes *unable* to obey) a weaker obligation at the same time at which the agent acquires a stronger incompatible obligation. One might object that in such cases the weaker obligation does not really become *overridden*: an agent’s obligation becomes overridden only if the agent keeps having it alongside the overriding obligation. I reply that I do not need to take a stand on this terminological issue: if one understands “becoming overridden” as the objection proposes (rather than as I propose in note 19), then it is trivially true that obligations that become overridden at a given time are never lost at that time, but then the question arises whether there are any cases of becoming overridden—and this is the question whether OVNIL (as understood in the text) is true.

that Elle's and Lui's instructions have equal authority for you (this is why C is neither weaker nor stronger than B);²¹ but then your promise to the client in Amsterdam serves as a tiebreaker (since A and C are compatible but A and B are incompatible).²²

Proponents of OVNIL can explain as follows why (4) is true. At 4pm, when obligation A becomes overridden by obligation B, you do *not* lose obligation A. So you still have obligation A at 4:05pm, when you acquire obligation C, and these two obligations combine to yield an obligation to do both what A and C require. This combined obligation is stronger than obligation B, and thus is all-things-considered.²³ Opponents of OVNIL, however, can propose the following alternative explanation. At 4pm, when obligation A becomes overridden by obligation B, you do lose obligation A, but you *reacquire* it at 4:05pm, when—and because—you lose obligation B. So at 4:05pm you have obligations A and C, and they combine to yield an all-things-considered obligation to do both what A and C require.²⁴ I reply that there is a lacuna in this alternative explanation: why do you lose obligation B at 4:05pm? Opponents of OVNIL might respond: because at 4:05pm obligation B becomes overridden by the combination of obligations A and C. I reply that this will not do. In the above alternative explanation, opponents of OVNIL explain why at 4:05pm you have (again) obligation A by appealing to the claim that at 4:05pm you lose obligation B; therefore, on pain of circularity, they cannot *also* explain why at 4:05pm you lose obligation B by appealing to the claim that at 4:05pm you have obligation A (together with C).²⁵

²¹ One might argue that B is stronger than C because you acquire B *before* you acquire C. I reply that one might equally well—or rather equally badly—argue that C is stronger than B because you acquire C *after* you acquire B. One might respond by using an analogy with promises: if you first promise to do X and then promise to do Y which is incompatible with X, your obligation to do X is stronger than your obligation to do Y. I reply that, given that you have an obligation to do X, you should not on your own initiative undertake a commitment to do Y; this is why the obligation that arises from your promise to do Y (assuming that such an obligation arises at all) has reduced strength. In the delivery scenario, by contrast, you do not on your own initiative undertake a commitment: obligation C is externally imposed on you.

²² Claims (1) through (4) are compatible both with OVNIL and with its negation. But if you disagree with some of these claims, you can consider a different scenario of your choice, in which (1) through (4)—minus the parenthetical remarks—are true; *mutatis mutandis*, the discussion in the next paragraph of the text will still apply.

²³ The considerations in support of (4) that I adduced in the previous paragraph do not provide a different explanation of why (4) is true. Instead, they supplement the present explanation by explaining why the combined obligation to do both what A and C require is stronger than obligation B.

²⁴ Compare my argument for OVNIL with the following unsuccessful attempt to defend OVNIL. In the restaurant scenario, suppose that at 5pm your commanding officer rescinds her order: you are no longer needed in the base, and you are free to leave. Then you have again an (all-things-considered) obligation to meet your sister at 7pm, and one might argue that only proponents of OVNIL can explain why: because at 4pm, when your obligation to meet your sister becomes overridden, you do *not* lose this obligation, so you still have it at 5pm (when you lose the obligation to stay in the base). This argument is unsuccessful because opponents of OVNIL can propose an alternative explanation: at 4pm, when your obligation to meet your sister becomes overridden, you do lose this obligation, but you *reacquire* it at 5pm (when—and because—you lose the obligation to stay in the base). By contrast, as I go on to argue in the text, in the delivery scenario this kind of alternative explanation (that opponents of OVNIL can propose) fails.

²⁵ Opponents of OVNIL might respond by proposing the following non-circular explanation of why (4) is true: at 4:05pm you acquire an obligation D to both (a) deliver a package in Amsterdam at 7pm and (b) deliver a package in Copenhagen at 9pm because (a) your promise to the Amsterdam client is still in force and (b) Lui's instruction starts being in force. I reply that this explanation is incomplete: it does not explain why, although B overrides A, at 4:05pm you have (or reacquire) A. (By contrast, the two explanations I examine in the text attempt to explain this.) Opponents of OVNIL might respond by claiming that at 4:05pm you neither reacquire obligation A nor acquire obligation C (so (3) is false): you acquire instead only obligation D. I have two points in reply. First, it is implausible to claim that (3) is false, that you acquire no obligation to deliver a package in Copenhagen at 9pm when you are instructed by Lui to do so. Second, if you do not reacquire obligation A when you lose obligation B in the delivery scenario, why do you (according to opponents of OVNIL) reacquire the obligation to meet your sister when you lose

To sum up: in contrast to proponents of OVNIL, opponents of OVNIL have no non-circular explanation of why (4) is true. This concludes my argument for OVNIL, and thus also my second argument for (and my defense of) ONIM.

4. “Ought” implies “can” (OIC): A new argument

I understand OIC as the following claim: if an agent at a given time has an (objective) obligation, then the agent at that time can obey the obligation.²⁶ I will defend OIC by defending the following consequence of OIC: if an agent at a given time becomes unable to obey an obligation that the agent has until that time, then the agent at that time loses the obligation. Instead of saying that an agent at a given time becomes unable to obey an obligation that the agent has until that time, one can say (to introduce a term) that the obligation at that time becomes *infeasible* for the agent, so the above consequence of OIC can be reformulated as follows: *obligations that become infeasible at a given time are lost at that time* (INFIL: “infeasible” implies “lost”).²⁷ As I explain in a note, although OIC entails INFIL, INFIL does not entail OIC.²⁸ Nevertheless, if INFIL is true, the only plausible explanation of why INFIL is true is that OIC is true: if losing the ability to obey an obligation is sufficient for losing the obligation (i.e., if INFIL is true), the only plausible explanation is that lacking the ability to obey an obligation is sufficient for lacking the obligation (equivalently, having the ability to obey an obligation is necessary for having the obligation; i.e., OIC is true). So in the rest of this section I defend INFIL.²⁹ To start with, consider the following scenario:

the obligation to stay in the base in the modification of the restaurant scenario I examined in note 24? I do not see how opponents of OVNIL can justify treating the two scenarios differently.

²⁶ I call this claim OICO (*ought-implies-can-obey*) in Vranas 2018. I understand the claim that an agent at a given time *can obey* an obligation as the claim that the agent at that time can make it the case that the obligation is not violated. See also note 37.

²⁷ Strictly speaking, I understand OIC and INFIL as claims of *conceptual necessity*, and I understand ONIM and OVNIL as claims of *conceptual possibility*. For example, I understand OIC as the claim that, *by virtue of conceptual necessity*, if an agent at a given time has an obligation, then the agent at that time can obey the obligation. (Cf. Brennan & Southwood 2007: 5; Hobbs 2013: 82–4; Manning 1981: 118. Contrast Buckwalter & Turri 2015; Chituc et al. 2016; Henne et al. 2016; Mizrahi 2015—but see Kurthy & Lawford-Smith 2015.)

²⁸ To be precise, say that an agent *loses* an obligation at time t exactly if (1) *right before* t (i.e., at every time before t in some open time interval that includes t) the agent *has* the obligation but (2) *right after* t (i.e., at every time after t in some open time interval that includes t) the agent *does not have* the obligation. (To avoid artificial precision, this definition leaves it open whether an agent who loses an obligation at t has the obligation *exactly* at t .) Similarly, say that at time t an agent *becomes unable* to obey an obligation exactly if (1') *right before* t the agent *can* obey the obligation but (2') *right after* t the agent *cannot* obey the obligation. INFIL is the claim that, if at t an agent becomes unable to obey an obligation that the agent has right before t , then the agent loses the obligation at t . (In the text and in other notes, sometimes I use “until” in place of “right before”.) OIC entails INFIL: if OIC is true and at t an agent becomes unable to obey an obligation that the agent has right before t , then right after t the agent does not have the obligation (by OIC, since right after t the agent cannot obey the obligation), so the agent loses the obligation at t . INFIL does not entail OIC: INFIL is (vacuously) entailed by the claim that (a) agents never become unable to obey obligations, and the negation of OIC is entailed by the claim that (b) some agent always has an obligation to disprove the Pythagorean theorem but is always unable to disprove it, so the conjunction of INFIL with the negation of OIC is logically consistent (since it is entailed by the conjunction of (a) with (b), which is logically consistent).

²⁹ Given that OIC entails INFIL, I can now address the following possible response (mentioned in note 5) to the apparent tension between OIC and ONIM: reject OIC, and accept instead the claim that “must” implies “can” (MIC). (OIC entails MIC but, if ONIM is true, MIC does not entail OIC.) A problem with this response is that, if (as I argued in §3) ONIM is true (and thus OIC is stronger than MIC), then the explanatory power of OIC is greater than that of MIC: in some cases, OIC explains, but MIC does not explain, why agents lose obligations. For example, modify the hospital scenario (§3) as follows. At 3:59pm, you acquire an obligation O_1 to leave for the hospital in the

The funeral scenario. You are vacationing in Honolulu, and on Monday at 9pm you are informed that your father has died. The funeral is scheduled to take place in Boston on Tuesday starting at 2pm (all times are Honolulu times), and cannot be postponed. You can make it to the funeral, but only if you rush to catch the last flight, which leaves at 11pm. Although you had solemnly promised your father that you would attend his funeral, you do not feel like interrupting your vacation, so you decide not to attend. At 9:15pm, a friend who works at a local blood donation center calls you and asks you to donate blood on Tuesday at 2pm, when her shift starts. You promise her to do so, and in fact on Tuesday at 1:55pm you are about to enter the blood donation center.

In this scenario, on Monday at 9pm you acquire an obligation to attend your father's funeral in Boston on Tuesday at 2pm. Moreover, on Monday at 9:15pm you acquire an obligation to donate blood in Honolulu on Tuesday at 2pm. The first obligation is incompatible with and (I take it) *stronger* than the second.³⁰ Therefore, assuming that there are no other normatively relevant considerations, at any time at which you have the first obligation, it is all-things-considered obligatory for you to attend your father's funeral (in Boston on Tuesday at 2pm), and it is *all-things-considered forbidden* (even if it is pro tanto obligatory) for you to donate blood (in Honolulu on Tuesday at 2pm). So if (contrary to what I believe) you do *not* lose the first obligation when you become unable to obey it (namely, when you become unable to catch the Monday 11pm flight), and thus you still have this obligation on Tuesday at 1:55pm,³¹ then—implausibly—on Tuesday at 1:55pm it is all-things-considered forbidden for you to donate blood.³² This is implausible because at 1:55pm, given that you cannot attend your father's funeral but you can donate blood, you must keep your promise to donate blood. The upshot is that those who claim that obligations that become infeasible are *not* lost (and thus reject INFIL) would give you *wrong advice*: they would advise you (at 1:55pm) *not* to donate blood. I call this the *wrong-advice argument* for INFIL (and, by extension, for OIC). This argument does *not* make the familiar point that a morality which rejects OIC can give *useless* advice (“attend your father's funeral, although you cannot”);³³ the argument makes instead the novel point that a morality which rejects INFIL—and

next couple of minutes. At 4pm, before you leave, you receive (and you read) an email from your commanding officer, ordering you to immediately translate a manuscript located in your office; as a result, you acquire a corresponding obligation O_2 incompatible with and weaker than O_1 . At 4:01pm, you accidentally destroy the manuscript (and there are no copies of it). Then you lose O_2 at 4:01pm, and OIC (via INFIL) explains why: because you become unable to obey it. But O_2 (in contrast to O_1) is not an *all-things-considered* obligation, so MIC does not explain why you lose O_2 at 4:01pm. This is a disadvantage of MIC compared to OIC. Given also that, as I argued in §2, the moral residue objection to OIC fails, I see no reason to reject OIC and accept instead MIC.

³⁰ Opponents of ONIM (§3) who believe that after 9:15pm you still have the first obligation would deny that at 9:15pm you acquire the second obligation, but should still accept what follows in the text.

³¹ One might object that, even if you do not lose the obligation when you become unable to obey it, it does not follow that you still have the obligation on Tuesday at 1:55pm. I reply that, in the absence of other normatively relevant considerations, the only two suitable candidates for the time at which you lose the obligation are (1) the time at which you become unable to obey it and (2) the time at which it becomes settled that you fail to obey it (i.e., 2pm on Tuesday): for any time t between these two times, it would be arbitrary to claim that you lose the obligation at t . (To be precise, say that a proposition is *settled*—in other words, is *historically necessary*—at a given time exactly if it 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.)

³² One might try to avoid this implausible conclusion by claiming that, when you become unable to obey the obligation O_1 to attend your father's funeral, you do not lose this obligation *but its strength decreases*, so O_1 becomes weaker than your obligation O_2 to donate blood. I reply that, if so, then modify the funeral scenario by replacing O_2 with an obligation O_3 which is incompatible with O_1 and weaker than even the decreased-strength O_1 .

³³ On this familiar point (and objections to it), see Brown 1977: 218–9; Graham 2011: 367–9; Hampshire 1951: 162–3; Hansson 1999: 435; Hare 1951: 201–10; Henderson 1966: 101; Howard-Snyder 2013: 3750; Jay 2013; Lemmon 1965: 50; Maclagan 1951: 181–3; McConnell 1975: 67; Margolis 1967: 34–7, 40; Moritz 1953: 162–6,

thus rejects OIC—can give *wrong* advice (“do not donate blood, although you can”).³⁴ One might object that, strictly speaking, moralities do not give advice: it is *people* who do so. I reply that, although I chose to talk about advice for the sake of vividness, my main point can be made without talking about advice: regardless of the merits of the advice “do not donate blood”, my main point is that it is *false* that on Tuesday at 1:55pm it is all-things-considered forbidden for you to donate blood.

A strength of the wrong-advice argument is that, in the funeral scenario, *it is your fault* that you become unable to obey an obligation (since you do not rush to catch the last flight); such scenarios are commonly considered particularly damaging to OIC,³⁵ but the wrong-advice argument uses the funeral scenario to *support* OIC. This feature of the funeral scenario (i.e., your being at fault) is inessential, however: the wrong-advice argument also works with a modified funeral scenario in which it is *not* your fault that you become unable to obey the obligation to attend your father’s funeral (e.g., you do rush to catch the last flight, but you miss the flight due to a traffic jam). Another strength of the wrong-advice argument is that the argument also works with a modified funeral scenario in which you acquire the obligation to donate blood *before* you acquire the obligation to attend your father’s funeral. The wrong-advice argument is neutral about whether (in this modified scenario) you lose the former obligation when you acquire the latter one (which is incompatible with and stronger than the former); more generally, a strength of the wrong-advice argument is that the argument is neutral about OVNIL and ONIM (see note 30).³⁶

Yet another strength of the wrong-advice argument is that the argument can be adapted to cases in which an agent becomes unable to obey an obligation due to *epistemic* (rather than *physical*) limitations. To see this, consider the following scenario:

The gift card scenario. You have received an electronic gift card that will irrevocably expire at 5pm today unless it is redeemed by that time. You have also received in the mail a sheet with two ten-digit codes: code 1 and code 2. To redeem the gift card, you must visit a website and enter (by 5pm) either code 1, to get a dishwasher, or code 2, to get a computer. Although your father has asked you to get the dishwasher because he needs it, your son more urgently needs the computer, so you have promised your son that you will get the

1968: 103–4; Nelkin 2011: 108–9; Pigden 1990: 10–1; Rescher 1987: 40 n. 14; Rich 1995; Ryan 2003: 51; Sapontzis 1991: 388–9; Schlossberger 1989: 74; Sinnott-Armstrong 1984: 251, 257, 1988: 115, 123; Smith 1961: 375; Stocker 1971: 312; Talbot 2016: 392–3; Tännsjö 1976: 115–6; Taylor 1967: 89; White 1975: 151–2.

³⁴ Opponents of OIC might respond that it is all-things-considered *conditionally* obligatory for you to donate blood *if* you do not attend your father’s funeral (cf. Graham 2011: 368–9), so the advice “do not donate blood” is *incomplete* rather than *wrong*: it is not wrong because it is contained in the more complete advice “(attend your father’s funeral, and thus) do not donate blood; but if you do not attend your father’s funeral, donate blood”, which is not wrong. I reply that the more complete advice *is* wrong, as one can see by noting that you can obey it only by *not* donating blood. One might object that the more complete advice is *not* wrong because, from this advice together with the claim that you do not attend your father’s funeral, one gets by detachment the advice “donate blood”. I reply that, if this kind of detachment works, then (since one also gets from the more complete advice the advice “do not donate blood”) the more complete advice is *incompatible* with the claim that you do not attend your father’s funeral, and thus is wrong (since the funeral scenario is not a case of *unresolvable* normative conflict, so there should be no incompatibility).

³⁵ On such scenarios, see Baltzly 2000: 251–2; Brennan & Southwood 2007: 10–3; Driver 2011: 191; Hobbs 2013: 26–34; Marcus 1996: 31; McConnell 1989: 438–9; Morris 1985: 40–2; Ryan 2003: 51–3; Sinnott-Armstrong 1984: 252–4, 1988: 116–20; Stocker 1971: 314–5; Young 1975: 13–4.

³⁶ One might claim that the wrong-advice argument falls short of establishing INFIL: the argument establishes at most that *one* obligation (namely, the obligation to attend your father’s funeral in Boston on Tuesday at 2pm) that becomes infeasible at a given time is lost at that time, but INFIL is the claim that *every* obligation that becomes infeasible at a given time is lost at that time. I reply that my reasoning concerning the funeral scenario can be generalized to *any* scenario in which an agent loses an obligation; I explain this in the Appendix.

computer. At 4:55pm, as you are about to visit the website, your cigarette burns a hole in the sheet with the codes, and code 2 becomes illegible. You have no way to retrieve code 2 by 5pm, so you can no longer get the computer; but you can still enter code 1 and get the dishwasher.

Assume that there are no other normatively relevant considerations. In this scenario, after code 2 becomes illegible, I grant that in one sense of “can” you can still enter code 2 on the website: you are still physically able to type *any* ten-digit code (cf. Zimmerman 1996: 49). But in the sense of “can” that I take to be relevant to OIC, you can no longer enter code 2 (and thus you can no longer get the computer) because you do not know (and you have no way to find out) *which* ten-digit code is code 2.³⁷ If—contrary to INFIL—(1) you still have (right after 4:55pm) the obligation (arising from your promise to your son) to get the computer, then (2) it is *all-things-considered forbidden* for you to get the dishwasher. But (2) is false: given that you can no longer get the computer but you can still get the dishwasher, you must (or at least you may) fulfill your father’s request to get the dishwasher. One might attempt to defend (2) by arguing that, although it is *not* all-things-considered *subjectively* forbidden for you to get the dishwasher, it *is* all-things-considered *objectively* forbidden, because it is all-things-considered *objectively obligatory* for you to get the computer: your objective obligations are unaffected by your epistemic limitations (or so the objection goes). If so, I reply, then a morality of objective obligations (understood as unaffected by epistemic limitations) gives you *wrong advice*: it advises you *not* to get the dishwasher, although the gift card would expire unredeemed as a result.³⁸ My point is not that such a morality gives *useless* advice (“get the computer, although you cannot”); my point is instead that such a morality gives *wrong* advice (“do not get the dishwasher, although you can”).³⁹ So the above attempt to defend (2) fails, and (1) is false: you lose the obligation to get the computer when you become unable to obey it.

It is common in the literature to understand objective obligations as *unaffected* by epistemic limitations.⁴⁰ As a proponent of OIC (formulated in terms of objective obligations), I reject that understanding: assuming that OIC is true—so your objective obligations are affected by what you

³⁷ So what exactly is the sense of “can” that I take to be relevant to OIC? I understand the claim that you can do something as the claim that you have both the ability to do it (i.e., you have the requisite skills, physical and mental capacities, *and knowledge*) and the opportunity to do it (Vranas 2018: 3). I am not saying that this is the *only* legitimate sense of “can”; I am instead *choosing* to use “can” in this sense in my formulation of OIC in order to get a *defensible* ought-implies-can principle. Moreover, I grant that I have not *fully* specified the sense of “can” that I take to be relevant to OIC: for example, I have not specified whether you currently have the ability to do something (1) only if you *currently* know how to do it or instead (2) also if you are currently able to *find out* how to do it (cf. Haji 2002: 19–20). My position is (2), but this is compatible with a large number of more specific positions (cf. Väyrynen 2006: 303–4); elaborating and defending one of them lies beyond the scope of the present paper.

³⁸ Except if, for example, you were to get the computer by luck, by entering an arbitrary ten-digit code that happened to be code 2. Since this is extremely improbable, my point stands that “do not get the dishwasher” is wrong advice.

³⁹ If code 2 is the ten-digit code “5236762015”, one might argue that (1) you have an objective obligation to enter “5236762015” on the website (since you *can* do so), and thus (2) it is all-things-considered objectively forbidden for you to (enter code 1 and) get the dishwasher. I reply that, although the advice “enter ‘5236762015’ on the website” is indeed not *useless*, a morality which accepts (1) and thus also accepts (2) still gives *wrong* advice (“do not get the dishwasher, although you can”).

⁴⁰ According to Frank Jackson and Michael Smith, “the sense in which what ought to be done has nothing to do with the agent’s epistemic state ... is the sense of ‘ought’ sometimes called the objective sense” (2006: 269). According to Richard Feldman, “objective justification in ethics is taken to be independent of beliefs or cognitive states of the agent. It in no way depends upon the agent’s perspective” (1988: 408). And according to Richard Brandt, “it is widely believed that ‘morally obligatory’ is sometimes used to mean the act which a being omniscient about the facts of the case and about moral principles would be morally blameworthy for not doing if he were in the place of the agent” (1967: 6). See also Carritt 1947: 16; Rees 1952: 73–5.

can do—and that what you can do is affected by your epistemic limitations (e.g., you cannot get the computer because you do not know which ten-digit code is code 2), I conclude that your objective obligations are *affected* by your epistemic limitations (e.g., you have no objective obligation to get the computer). This conclusion is plausible: I find convincing some arguments in the literature against understanding objective obligations as unaffected by epistemic limitations,⁴¹ and the (wrong-advice) considerations that I adduced provide a further argument against such an understanding⁴²—in addition to providing an argument for INFIL (and thus for OIC).

5. Conclusion

I argued in §4 that obligations that become *infeasible* at a given time are *lost* at that time, and I argued in §3 that obligations that become *overridden* at a given time are *not* always lost at that time. If my arguments succeed, then there is an *asymmetry* between becoming infeasible and becoming overridden. This asymmetry is explained, I propose, by the observation that (1) an *infeasible* obligation to do *Y* could be *stronger* than a feasible incompatible obligation to do *X* and thus *could be all-things-considered* (which might result in wrong advice: “do not do *X*, although you can; do *Y* instead, although you cannot”), whereas (2) an *overridden* obligation is by definition *weaker* than some incompatible obligation and thus *cannot be all-things-considered*. There is also a *symmetry*, however, between becoming infeasible and becoming overridden: both can result in “moral residue”. Focusing on the symmetry might make one deny the asymmetry: as I explained in §1, if one infers from the presence of moral residue that an obligation is not lost, one might conclude (contrary to OIC) that, like obligations that become overridden, obligations that become infeasible are *not* always lost. As I argued in §2, however, it is a mistake to always infer from the presence of moral residue that an obligation is not lost. So the symmetry is compatible with the asymmetry.

Appendix: The wrong-advice argument generalized

My reasoning concerning the funeral scenario (§4) can be generalized as follows to argue for INFIL (which, to repeat, is the claim that every obligation that becomes infeasible at a given time is lost at that time). Take any possible world *w* at which, at some time *t*, you become unable to obey an obligation *O* that you have until *t*. Then at *w*, right after *t* (see note 28), and thus at every time between *t* and some later time *t**, you are unable (i.e., you cannot) obey *O*. There is a possible world *w'* with the same history up to and including *t** as *w*, and with a future of *t** in which, at some time *t'* right after which you are still unable to obey *O*, you promise to do some-

⁴¹ D. A. Rees (1952) provides several such arguments, including the following three. (1) “If a doctor and an ordinary member of the public find themselves in similar situations confronted by a street-accident, we think that the presence or absence of medical knowledge makes a difference to the duty of each. But it seems that it cannot make any difference to their objective duty” (1952: 79). (2) “The duty to acquire a certain item of knowledge ... plainly depends upon the agent’s lack of it. So it seems that there cannot be an objective duty to acquire it” (1952: 80). (3) “[T]he same actions are physically possible for a blind or a deaf man as for one who is without these disabilities... So it seems that blindness and deafness make no difference to an agent’s objective duty, and so the latter is removed further and further from our ordinary beliefs” (1952: 83). See also Lemos 1980: 301–2 (cf. Haji 2002: 20–1); Smith 2010: 87–92.

⁴² But then how are objective obligations to be distinguished from subjective ones? Answering this question lies beyond the scope of the present paper, but see Smith 2010 for an elaborately defended answer.

thing X (that right after t' you can do)⁴³ incompatible with and *less important* than what O requires.⁴⁴ But then at w' , assuming that there are no other normatively relevant considerations, at any time at which you have O , it is all-things-considered obligatory for you to obey O , and it is *all-things-considered forbidden* (even if it is pro tanto obligatory) for you to do X . So if (contrary to what I believe) at w' you do *not* lose O at t , and thus you still have O right after t' ,⁴⁵ then—implausibly—right after t' it is all-things-considered forbidden for you to do X . This is implausible because right after t' , given that you cannot obey O but you can do X , you must keep your promise to do X .⁴⁶ I take this to show that at w' you lose O at t ; i.e., you have O until t but not right after t (see note 28). But w' has the same history up to and including t^* as w , so at w you also have O until t but not right after t ; i.e., at w you also lose O at t . To conclude: at any world w at which at some time t you become unable to obey an obligation O that you have until t , you lose O at t —i.e., INFIL is true.

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⁴³ One might argue that there is no such world as w' if at w you become unable to obey O because you *die* at t . I reply first that resurrection is logically possible. Moreover, if at w you have O until t and you die at t , then it is clear that at w you lose O at t , so I do not need w' .

⁴⁴ The idea is that at t' you *acquire an obligation* O' (to do X) incompatible with and *weaker* than O . I do not speak of such an obligation in the text, however, because I want my argument to be neutral about ONIM: opponents of ONIM who believe that right after t' you still have O would deny that at t' you acquire an obligation to do X (by promising to do X). (See note 30.)

⁴⁵ If at w' you do not lose O at t , then at w' it is not yet settled at t whether you obey O (since even opponents of OIC should agree that you have no obligation to do something if it is already settled that you did it or that you did not do it; see §2), so this becomes settled (if it ever does) at some later time t_1 ; I can then choose t^* and t' to be between t and t_1 , and—by the reasoning of note 31—at w' you still have O right after t' .

⁴⁶ If at w you also have until t an obligation O^* incompatible with and stronger than O (so that O is a merely pro tanto obligation), and at w' you also have O^* right after t' , then at w' there *are* other normatively relevant considerations, and I cannot say that at any time at which you have O it is all-things-considered obligatory for you to obey O . In reply, choose w' so that at w' you no longer have O^* right after t' ; then my claim holds that right after t' you must keep your promise to do X . Note also that, if at w' you do have O^* (alongside O) right after t' , then, *on the condition that you do not obey O^** , it is all-things-considered *conditionally* obligatory for you to obey O , and it is all-things-considered *conditionally* forbidden for you to do X (assuming that X is also incompatible with what O^* requires), so a modification of my argument goes through: we get wrong *conditional* advice (“*if you do not obey O^* , do not do X , although you can; obey O instead, although you cannot*”).

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