

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.

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 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.¹ 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

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¹ 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 (see Moltmann 2016). Liberman and Schroeder 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). I reply that, just as it makes sense for you to ask me what kind of entity (e.g., concrete or abstract) your reason is, it makes sense for you to ask me what kind of entity your obligation is.

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. This claim cannot be expressed just in terms of obligatoriness: one can say that from February to April and again starting from June 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, 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 §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 §3, 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 §4, 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.

2. The satisfaction/violation of obligations and the association function

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. I wish to 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. The prescription (that can be) expressed by (addressing to you the imperative sentence) “confess” 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 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.² A prescription is satisfied exactly if its satisfaction proposition is true, and is violated exactly if its violation proposition is true.³

² 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 V 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). (On an alternative view, which does not distinguish between unconditional and conditional prescriptions, the satisfaction proposition of the prescription expressed by “if you are guilty, confess” is the proposition that either you are not guilty or you confess, and thus is the negation of V . I have argued against this alternative view elsewhere—see Vranas 2008: 534–5, 2018: 22—but this debate is irrelevant to my purposes in this paper.)

³ 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.

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.⁴ For another example, the *illocutionary forces* (Searle & 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.⁵ 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 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.⁶ So this is no counterexample to my claim that no distinct prescriptions have both the same satisfaction proposition and the same violation proposition.⁷

⁴ 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*. One might argue that, if your mother urges you *at 9am* to (sooner or later) confess and your father urges you *at 11am* to (sooner or later) confess, then your mother and your father express different prescriptions: if (unbeknown to your father) you only confess *at 10am*, then the prescription that your mother expresses is satisfied but the prescription that your father expresses is not satisfied (because the latter prescription is satisfied only if you confess at some time *later* than 11am). If so, I reply, then the two prescriptions have different satisfaction (and violation) propositions, so this is no counterexample to my claim that no distinct prescriptions have both the same satisfaction proposition and the same violation proposition. In fact, a modification of the above example suggests that the *times* of imperative utterances are irrelevant to the individuation of prescriptions: if your mother urges you *at 9am* to confess *at noon* and your father urges you *at 11am* 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 9am that you will confess at noon and your father states at 11am that you will confess at noon. Cf. Vranas 2008: 554 n. 12.

⁵ See Sosa 1964: 21–2, 1967: 57; Vranas 2008: 554 n. 14. One might object that the prescription expressed by your mother, which is a *request*, cannot be the same as the prescription expressed by your father, which is an *order*: a request cannot be the same as (i.e., numerically identical to) an order. In reply, I agree that a request cannot be the same as an order if requests and orders are understood as *speech acts*. But my claim that your mother’s request is the same (because it is the same prescription) as your father’s order is not the claim that your mother’s speech act is the same as your father’s speech act: it is instead the claim that the prescription expressed by your mother’s speech act (a prescription that may be called a “request” because your mother’s speech act is a request) is the same as the prescription expressed by your father’s speech act (a prescription that may be called an “order” because your father’s speech act is an order).

⁶ 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.

⁷ 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

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.⁸ An obligation is satisfied exactly if its satisfaction proposition is true, and is violated exactly if its violation proposition is true.⁹

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 (and thus the proposition that you do not call me at midnight is true). Then the prescription expressed by “call me at midnight” is violated; 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 mid-

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').

⁸ 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 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 2.)

⁹ 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 3 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 §4, especially note 43), 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.

night (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 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.¹⁰ Similar remarks apply to satisfaction.¹¹

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. (Instead of saying that an obligation and a prescription are associated, one can equivalently say that the obligation is associated with the prescription, or that the prescription is associated with the obligation.) Note that (1) *every* obligation has an associated prescription: for example, your obligation to confess if you are

¹⁰ Contrast Gewirth 1981: 2. One can distinguish between *pro tanto* and *all-things-considered* impermissible violations of obligations; I think this distinction is analogous to Thomson’s (1986a: 41, 1977/1986b: 51–2, 1990: 122) distinction between “infringements” and “violations” of rights. (On Thomson’s distinction, see Botterell 2008; Feinberg 1978: 101–3; Fletcher 1993: 177; Kramer 2005: 335–45; Naylor 1989; Oberdiek 2004, 2008; Sinnott-Armstrong 1988: 51.)

¹¹ 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.

guilty is associated with the prescription expressed by “if you are guilty, confess”.¹² 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 §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.

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*

¹² Here is an argument for my claim that every obligation has an associated prescription. Take any obligation O . Let S and V be, respectively, the satisfaction and the violation proposition of O . Let Q be the prescription expressed by “if S or V is true, let it be the case that S is true”. Then (see note 2) Q is satisfied exactly if $(S \vee V) \& S$ is true (and thus exactly if S is true), and is violated exactly if $(S \vee V) \& \sim S$ is true (and thus exactly if V is true, since S and V are logically incompatible). So S and V are also, respectively, the satisfaction and the violation proposition of Q , and thus Q is associated with O . This argument relies on the assumption (which I find plausible) that the propositions $(S \vee V) \& S$ and S are *identical*, not just logically equivalent; this assumption does not commit me to the claim (which I find implausible: see Vranas 2017: 355 n. 1) that *all* logically equivalent propositions are identical. One might object as follows to my claim that Q is satisfied exactly if $(S \vee V) \& S$ is true: on the alternative view of prescriptions mentioned in note 2, Q is satisfied instead exactly if $(S \vee V) \& \sim S$ is false. I reply that, on this alternative view (applied also to obligations), S is the negation of V , so the claim that Q is satisfied exactly if $(S \vee V) \& \sim S$ is false entails that Q is satisfied exactly if S is true.

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.¹³

3. The individuation of obligations and the Correspondence Result

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

I will defend the thesis that no distinct obligations have both the same satisfaction proposition and the same violation proposition (so no distinct obligations are associated with the same prescription). Equivalently, the thesis is that the identity of satisfaction and violation propositions is *sufficient* for the identity of obligations.¹⁴ (Trivially, it is also *necessary*: by the indiscernibility of identicals, identical obligations must have both the same satisfaction proposition and the same violation proposition.) In other words, obligations are individuated in what I call the *coarse-grained way*, namely only in terms of their satisfaction and violation propositions: given a satisfaction and a violation proposition, further factors are irrelevant to the individuation of obligations. For example, the *normative kinds* of obligations are irrelevant: if you both *promise* that you will build a new school and *sign a contract* to build a new school, then you acquire a *single* obligation to build a new school (an obligation that is both *moral* and *legal*), not two distinct obligations to build a new school (an obligation that is only moral and an obligation that is only legal).¹⁵ For another example, the *creditors* of obligations (i.e., those to whom one *owes* the obligations) are irrelevant: if you promise both your *mother* and your *father* that you will donate blood, then you acquire a *single* obligation to donate blood (an obligation that you owe both to your mother and to your father), not two distinct obligations to donate blood (an obligation that you owe only to your mother and an obligation that you owe only to your father). I am not yet defending these claims: I am instead noting that, if obligations are individuated in the coarse-grained way, then in the above examples you do not have two distinct obligations.

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

¹³ 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 does not exist? I reply that there are no such worlds: as I argue in §4, the obligation is identical to the prescription, so the obligation exists at all and only those worlds at which the prescription exists.

¹⁴ Here is a more precise formulation of the thesis: it is metaphysically necessary that, for any obligations O and O' , if O and O' have the same satisfaction proposition and the same violation proposition, then $O = O'$.

¹⁵ To avoid the problem mentioned in note 4, I assume that you promise *at the same time* at which you sign a contract. I (implicitly) make similar assumptions throughout the paper whenever they are needed to ensure identity of satisfaction propositions.

of any two out of (a), (b), and (c) are *not* jointly sufficient. (The thesis that obligations are individuated in the coarse-grained way entails the first claim but contradicts the second.) Note that the K/C thesis does *not* entail (for example) that no obligation has multiple creditors: the thesis is compatible with the claim that, in the last example of the previous paragraph, you have a single obligation to donate blood, an obligation that you owe both to your mother and to your father. The thesis entails instead (for example) that *some* obligations with both the same satisfaction proposition and the same violation proposition have distinct creditors.¹⁶

Let *coarse-graining* be the thesis that obligations are individuated in the coarse-grained way, and let *fine-graining* be the thesis that obligations are individuated in a fine-grained way. In the next three subsections, I defend coarse-graining by (1) refuting several objections to it (§3.2), (2) providing an argument for it (§3.3), and (3) responding to the view that the dispute between coarse-graining and fine-graining is merely verbal (§3.4).

3.2. Unsuccessful objections to coarse-grained individuation

Suppose you promise a friend that you will learn Swedish, and you also sign with your employer (namely, a Swedish university) a contract that requires you to learn Swedish. As a result, (1) you have both a moral obligation to your friend to learn Swedish and a legal obligation to your employer to learn Swedish.¹⁷ But (1) does not entail that you have two distinct obligations: (1) is compatible with the claim that (2) you have the *same* obligation to your friend and to your employer, an obligation that is both moral and legal. One might object to (2) by claiming that no obligation is both moral and legal. I reply that this claim is implausible: if you swear an oath (during a naturalization ceremony) to support and defend the Constitution, then it is plausible that you acquire an obligation (to support and defend the Constitution) that is both moral and legal, since the oath is both morally and legally binding. One might also object to (2) by claiming that no obligation has multiple creditors. I reply that this claim is also implausible: if you stand in front of a crowd of 500 people and say “I promise to each and every one of you that I will vote to increase the minimum wage”, then it is plausible that you acquire a single obligation to vote to increase the minimum wage (an obligation that you owe to 500 people), not 500 distinct obligations. One might further object to (2) by claiming that (3) you have no *legal* obligation to your friend to learn Swedish, so (4) your obligation to your friend is not legal and thus (5) is not the same as your obligation to your employer (which *is* legal). I reply that (3) does not entail (4). I agree that (3) is true: there is no legal reason *why you owe your friend* an obligation to learn Swedish, and in this sense you have no legal obligation to your friend to learn Swedish. But if your obligation to your friend to learn Swedish is the same as your obligation to your employer to learn Swedish, then (4) is false: your obligation to your friend *is* legal, in the sense that there is a legal reason—namely, the fact that you signed a contract—*why you have* the obligation (although that fact is not a reason *why you owe the obligation to your friend*).

¹⁶ To see this, note first that, if the identities of (a) and (b) are *not* jointly sufficient for the identity of obligations, then some obligations *O* and *O'* have both the same satisfaction proposition and the same violation proposition and are of the same normative kind but are distinct. Moreover, if the identities of (a), (b), and (c) *are* jointly sufficient for the identity of obligations, then *O* and *O'* have distinct creditors. But then *O* and *O'* have both the same satisfaction proposition and the same violation proposition and have distinct creditors.

¹⁷ I assume that, right before you make the promise, it is all-things-considered permissible for you to make and keep the promise, so the promise is not “wicked” (Altham 1985; cf. Smith 1997). I also assume that the promise is not obtained by coercion or deception (cf. Owens 2007). I make similar assumptions concerning promises throughout this paper.

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

To formulate another objection to coarse-graining, suppose you promise your mother at 7am that you will donate blood at noon, you are released from this promise at 9am, and you promise your father at 10am that you will donate blood at noon (and there are no further normatively relevant considerations). As a result, from 7am to 9am you have an obligation O_M to your mother to donate blood at noon, and starting at 10am you have an obligation O_F to your father to donate blood at noon. There is no time at which you have *both* obligations, so it would be implausible to claim that you have the *same* obligation to your mother and to your father, an obligation grounded both in your promise to your mother and in your promise to your father—or so the objection goes. In reply, I grant that (*) there is no time at which you owe O_M or O_F to both of your parents, and there is no time at which O_M or O_F is grounded in both of your promises. It does not follow that O_M and O_F are distinct obligations: it is compatible with (*) that they are the same obligation, which has different creditors at different times and also different grounds at different times. More specifically, you owe this obligation only to your mother from 7am to 9am, and you owe it only to your father starting at 10am; the obligation is grounded only in your promise to your mother from 7am to 9am, and is grounded only in your promise to your father starting at 10am.¹⁸ One might object by claiming that no obligation has (1) different creditors or (2) different grounds at different times. I reply that this claim is implausible. (1) To see that some obligations have different *creditors* at different times, suppose that on September 10 (the first day of classes) you have an obligation to the 100 students who are enrolled in your course to be in class on December 10 (the last day of classes). If 18 students drop the course at different times during the term, then it is plausible that you do not acquire during the term 18 distinct obligations to be in class on December 10: you have instead throughout the term a single obligation to be in class on December 10, and you owe this obligation to different students at different times.¹⁹ (2) To see

¹⁸ One can say that (1) you *initially acquire* the obligation at 7am (i.e., you acquire it at 7am and you do not have it at any earlier time), (2) you *provisionally lose* the obligation at 9am (i.e., you lose it at 9am and you have it at some later time), (3) you *reacquire* the obligation at 10am (i.e., you acquire it at 10am and you have it at some earlier time), and—assuming that at 11am you become permanently unable to donate blood—(4) you *permanently lose* the obligation at 11am (i.e., you lose it at 11am and you do not have it at any later time). (You *acquire* the obligation at t exactly if both (a) *right before t* —i.e., at every time before t in some open time interval that includes t —you do not have it and (b) *right after t* you have it; you *lose* the obligation at t exactly if both (a) *right before t* you have it and (b) *right after t* you do not have it.)

¹⁹ One might claim that, instead of having on September 10 a single obligation to be in class on December 10, you have 100 distinct obligations, and you lose one of these obligations every time a student drops the course. I reply that this claim is implausible because you are obligated on September 10 to be in class on December 10 not in virtue

that some obligations have different *grounds* at different times, suppose that your job requires you to investigate every company against which at least one complaint has been lodged. On Monday, you receive in a single envelope nine complaints against Acuity Enterprises (AE), and thus you acquire an obligation to investigate that company. If four of the complaints are withdrawn at different times before Friday, then it is plausible that you do not acquire during the week four distinct obligations to investigate AE: you have instead throughout the week a single obligation to investigate AE, and this obligation has different grounds (it is grounded in different sets of complaints) at different times.²⁰

The last objection to coarse-graining that I will address is based on an example by Mark Brown (1996: 51–2). Suppose that on Monday you borrow \$400 from me, promising to repay me on Friday, and on Wednesday you borrow again \$400 from me, promising to repay me also on Friday. One might argue that the prescription Q that I can express by “pay me \$400 on Friday” is associated with *two* obligations: an obligation O_1 (that you acquire on Monday) to repay me the first loan on Friday, and an obligation O_2 (that you acquire on Wednesday) to repay me the second loan on Friday.²¹ Not so, I reply: if Q is associated with both obligations, then (by the definition of association in §2.3) both obligations are satisfied if the prescription is satisfied, and then *both* loans are repaid if you pay me *only* \$400 on Friday—which is clearly false. But then, one might ask, what are the associated prescriptions of O_1 and O_2 ? I answer that they are the prescriptions that I can express, respectively, by “repay me the first loan on Friday” and “repay me the second loan on Friday”.²² What exactly counts as repayment of either loan depends on the

of having made 100 promises, one to each enrolled student (I assume you have made no promises), but instead in virtue of your role as the teacher of the class. One might respond by using a different example, in which you do make 100 promises (one to each enrolled student), to propose the following objection to coarse-graining: if 18 students release you from your promises to them, then according to coarse-graining you are not released from any obligation (since the remaining 82 promises are still binding, so you still have the—single—obligation to be in class on December 10), so coarse-graining does not capture the intuition that you are released from your obligations towards the 18 students. I reply that coarse-graining is compatible with the claim that you no longer owe the obligation (to be in class on December 10) to the 18 students, so in this sense *you are released from your obligation towards the 18 students*. I submit that this captures, nearly enough, the above intuition; there is no need to insist that (contrary to coarse-graining) you no longer have some obligations and thus you are released from some obligations *simpliciter*.

²⁰ One might object that the obligation you have on Monday to investigate AE is *stronger*—because (*) it is grounded in *more* complaints—than the obligation you have on Friday to investigate AE, so the former obligation is not the same as the latter. I reply that it is compatible with (*) that you have throughout the week a single obligation to investigate AE, and this obligation is stronger on Monday than on Friday. To see that an obligation can be stronger at one time than at another, suppose that you are a doctor and you have an obligation to catch the noon bus in order to reach a remote village and treat as soon as possible every villager who is ill when the bus arrives. If the number of ill villagers increases as time passes, then your obligation becomes stronger as time passes (for times before noon): it becomes more important that you catch the noon bus.

²¹ One might object that you do not acquire O_1 on Monday and O_2 on Wednesday: you acquire O_1 on Monday, but on Wednesday you lose O_1 and you acquire instead an obligation O_3 to pay me \$800 on Friday. I reply that, if this is correct, then Q is clearly not associated with two obligations, so the objection to coarse-graining does not even get off the ground. Moreover, the claim that on Wednesday you lose O_1 and you acquire O_3 instead of acquiring O_2 is subject to the following objection: on Thursday, I can forgive the first loan and thus I can release you from O_1 , but I cannot release you from O_1 if you no longer have O_1 . In response, one might propose the alternative view that on Wednesday you do not lose O_1 , but you acquire instead both O_2 and O_3 . I reply that this alternative view provides no successful objection to coarse-graining: as I go on to argue in the text, Q is not associated with both O_1 and O_2 .

²² One might argue that the associated prescriptions of O_1 and O_2 are instead the prescriptions Q_1 and Q_2 that I can express, respectively, by “pay me \$400 on Friday, specifying that it is in repayment of the first loan” and “pay me \$400 on Friday, specifying that it is in repayment of the second loan”. I reply that this will not do: if you give me

specifics of the situation. For example, if you pay me only \$400 on Friday without specifying whether it is in repayment of the first or of the second loan, then which loan is repaid depends on whether it is decided (or it has been agreed) to apply the payment to the first or to the second loan.

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

3.3. In favor of coarse-grained individuation

Since there are multiple versions of fine-graining (see §3.1), my plan is to defend coarse-graining by pitting it against the *most plausible* version of fine-graining. To see what the most plausible version of fine-graining is, recall that different versions agree that satisfaction and violation propositions are relevant to the individuation of obligations, but disagree on which *further* factors are also relevant.²³ For example, according to the K/C thesis (§3.1), only the following two further factors are relevant: normative kinds and creditors.²⁴ For another example, according to what I call the *kinds/owners thesis* or *K/O thesis*, only the following two further factors are relevant: normative kinds and *owners* (i.e., those who *have* the obligations).²⁵ But by comparing the K/C thesis with the K/O thesis, one can see that they both face the problem of answering the following question: given a satisfaction and a violation proposition, why are *some* further factors rather than others (e.g., owners rather than creditors) relevant to the individuation of obligations? Coarse-graining does not face this problem, since it amounts to the claim that *no* further factors are relevant. Proponents of fine-graining have only one plausible way to avoid this problem: they

two \$400 checks on Friday without specifying which check is in repayment of which loan, then both O_1 and O_2 are satisfied (because both loans are repaid), but neither Q_1 nor Q_2 is satisfied.

²³ I understand the claim that a given factor is *relevant* to the individuation of obligations as the claim that the factor is a member of a set S of factors such that (1) the identities of all factors in the set are jointly sufficient for the identity of obligations but, (2) for any proper subset of S , the identities of all factors in that subset are *not* jointly sufficient for the identity of obligations. The identities of all relevant factors entail, and thus render *redundant* with respect to the individuation of obligations, the identities of irrelevant factors. (In another sense, which is trivial, *any* factor is “relevant” to the individuation of obligations: by the indiscernibility of identicals, obligations that differ with respect to *any* factor are distinct.)

²⁴ Given that, as I argued in §3.2, some obligations have different creditors at different times, I understand the claim that obligations O and O' have the same creditors as the claim that, for *every* time t , a thing is a creditor of O at t exactly if it is a creditor of O' at t . A different version of the K/C thesis arises from replacing “*every*” with “*some*”, but the difference between the two versions does not matter for my arguments in this subsection.

²⁵ I use “owners” instead of *debtors* (i.e., those owners who *owe* the obligations to creditors) because one can have an obligation without owing it to anyone (so some obligations that have an owner have no creditor and thus have no debtor): for example, you may have an obligation to vote, or an obligation to obey the laws of your country (Brandt 1964: 379). In my view, some obligations have multiple owners: if your mother and your father both promise your teacher that you will do your homework (and can make it the case that you do your homework), then they both have the same obligation, which is satisfied exactly if you do your homework (and thus differs from an obligation satisfied exactly if your mother or your father *makes it the case* that you do your homework). Stephen Darwall uses “obligor” instead of “owner” or “debtor”, and “obligee” instead of “creditor”; he calls (following Thompson 2004) “bipolar” the obligations that have both an obligor and an obligee (Darwall 2012: 333–4, 2013a: 20–39; cf. 2010a: 32–4, 2010b: 330, 2011: 259–60, 2013b: 62–3, 132–3). In my view, whether an obligation has a creditor (and thus whether an obligation is bipolar) can vary with time. For example, if before 10am you do not owe to anyone your obligation to vote tomorrow but at 10am you promise your spouse that you will vote tomorrow, then your obligation has no creditor before 10am but has a creditor (i.e., your spouse) after 10am. One might object that after 10am you have two distinct obligations to vote tomorrow: a bipolar (or “directed”; see Gilbert 2004: 87, 2006: 35–41; May 2015; Sreenivasan 2010) obligation, and a unipolar (or “undirected”) one (Cruft 2013: 195 n. 1). I reply that coarse-graining, which I defend in the text, entails that you do not have two distinct obligations to vote tomorrow.

can claim that *all* further factors that are not clearly irrelevant are in fact relevant. So I take the most plausible version of fine-graining to be what I call the “*all relevant*” thesis or *AR thesis*: obligations are individuated only in terms of their (a) satisfaction and violation propositions, (b) normative kinds, (c) owners, (d) creditors, and (e) grounds. (If you think that further factors are relevant, feel free to add them to the list.) To defend coarse-graining, I will argue that the AR thesis faces two problems that coarse-graining avoids.

To explain the first problem, consider two cases (or possible worlds): in case 1, you promise your *mother* that you will exercise and you promise your *father* that you will diet; in case 2, you promise your *father* that you will exercise and you promise your *mother* that you will diet. (In each case, you make the two promises at the same time, for example at noon, you *can* both exercise and diet, and there are no other normatively relevant considerations.) Then, in case 1, you acquire an obligation O_{1ME} (that you owe only to your mother) to exercise and an obligation O_{1FD} (that you owe only to your father) to diet. Similarly, in case 2, you acquire an obligation O_{2FE} (that you owe only to your father) to exercise and an obligation O_{2MD} (that you owe only to your mother) to diet.²⁶ Are the obligations that you acquire in case 2 the *same* as the corresponding obligations that you acquire in case 1? More specifically, is it the case that $O_{1ME} = O_{2FE}$ and $O_{1FD} = O_{2MD}$? Proponents of coarse-graining and proponents of fine-graining may propose different answers, but they should agree on at least this much: (*) $O_{1ME} = O_{2FE}$ exactly if $O_{1FD} = O_{2MD}$. This is because $O_{1ME} = O_{2FE}$ exactly if promising your mother something versus promising your father the same thing makes no difference to the obligation that you acquire to do the thing, and thus exactly if $O_{1FD} = O_{2MD}$. In conjunction with my assumptions about cases 1 and 2 (including the assumption that O_{1ME} and O_{2FE} are obligations with the same satisfaction proposition—namely, the proposition that you will exercise—and the same violation proposition, and similarly for O_{1FD} and O_{2MD}), coarse-graining (logically) entails both that $O_{1ME} = O_{2FE}$ and that $O_{1FD} = O_{2MD}$, and thus *coarse-graining entails* (*). By contrast, in conjunction with those assumptions, *the AR thesis does not entail* (*): in the absence of further assumptions, the AR thesis is silent on whether $O_{1ME} = O_{2FE}$ and on whether $O_{1FD} = O_{2MD}$.²⁷ So the AR thesis (unlike coarse-graining) faces the problem of failing to entail the equivalence of obligation identity claims that are clearly equivalent.

To explain the second problem, consider two cases: in case 3, you promise your mother *while sitting* that you will exercise; in case 4, you promise your mother *while standing* that you will exercise. (In each case, you make the promise at noon, you *can* exercise, and there are no other normatively relevant considerations.) Then, in case 3, you acquire an obligation O_3 to exercise; similarly, in case 4, you acquire an obligation O_4 to exercise. Clearly, $O_3 = O_4$: whether you are sitting or standing when you promise to exercise makes no difference to the obligation that you acquire to exercise. In conjunction with my assumptions about cases 3 and 4 (including the assumption that O_3 and O_4 are obligations with the same satisfaction proposition—namely, the

²⁶ One might argue that in each case you *also* acquire an obligation to *both* exercise and diet. I agree, but for present purposes I do not need to take a stand on this claim.

²⁷ One might note that a further assumption is present: (1) in case 1, you owe O_{1ME} only to your mother, but in case 2, you owe O_{2FE} only to your father. One might argue that (1)—and thus also the AR thesis in conjunction with (1)—(logically) entails that (2) O_{1ME} and O_{2FE} have different creditors, and thus also that (contrary to coarse-graining) $O_{1ME} \neq O_{2FE}$. I reply that (1) does not entail (2). Indeed, (1) is compatible with the claim that O_{1ME} and O_{2FE} are the same obligation, which has different creditors at different worlds: in case 1, its only creditor is your mother, and in case 2, its only creditor is your father. (My defense of the claim that some obligations have different creditors at different *times* can be adapted to defend the claim that some obligations have different creditors at different *worlds*: suppose—see §3.2—that different students drop the course at different worlds.)

proposition that you will exercise—and the same violation proposition), *coarse-graining (logically) entails that $O_3 = O_4$* . By contrast, in conjunction with those assumptions, *the AR thesis does not entail that $O_3 = O_4$* : in the absence of further assumptions, the AR thesis is silent on whether O_3 and O_4 have the same grounds. Of course, it is reasonable to claim that O_3 and O_4 have the same grounds, and I believe that they do. But my point is that this claim is *not* (logically) entailed by my assumptions about cases 3 and 4, and—as a consequence—the AR thesis, in conjunction with those assumptions, does *not* entail that $O_3 = O_4$.²⁸ So the AR thesis (unlike coarse-graining) faces the problem of failing to entail the identity of obligations that are clearly identical. One might object that this problem is not serious: in most cases (as in the above example), the extra claims that need to be added to the AR thesis (in order to entail the identity of obligations that are clearly identical) are not controversial.²⁹ Nevertheless, I reply, the need to add extra claims is a cost incurred by the AR thesis but not by coarse-graining. One might respond that incurring the cost of needing extra claims is *necessary* for reaping the benefit of entailing extra (true) obligation identity propositions, ones that are not entailed by coarse-graining. I reply that if, in conjunction with a given set of claims, the AR thesis entails (the obligation identity proposition) that $O = O'$, then that set of claims entails that O and O' have the same satisfaction proposition and the same violation proposition (as well as the same creditors etc.), and then, in conjunction with that set of claims, coarse-graining *also* entails that $O = O'$. So, in conjunction with any set of claims, the AR thesis entails no obligation identity propositions that are not already entailed by coarse-graining, and thus incurring the cost of needing extra claims does not yield the above alleged benefit.

I conclude that the most plausible version of fine-graining faces problems that coarse-graining avoids. This completes my argument for coarse-graining.

3.4. Against dismissivism

To conclude my discussion of how obligations are individuated, I will examine a *dismissive* view that one might adopt about the dispute between coarse-graining and fine-graining. To explain the view, consider an analogy. Suppose that your biological parents put you up for adoption when you were born, and you were adopted and raised by a lesbian couple. How many mothers do you have? You have one biological mother but two adoptive mothers; if by “mother” one understands “biological or adoptive mother”, then you have three mothers in total. Suppose your biological mother claims that you have only one mother (“those women are not your mothers: they didn’t give birth to you”) but your adoptive mothers claim that you have only two mothers (“that woman is nor your mother: she didn’t raise you”); then one might say that the dispute is merely ver-

²⁸ If (as I believe) coarse-graining is true, then my assumption that (1) O_3 and O_4 are obligations with the same satisfaction proposition and the same violation proposition *metaphysically* (see note 14) entails that (2) $O_3 = O_4$, and thus also that (3) O_3 and O_4 are of the same normative kind and have the same owners, the same creditors, *and the same grounds* (at every world: cf. note 27). One might note that, in conjunction with (1) *and* (3), the AR thesis *logically* entails (2). Nevertheless, I note, (3)—unlike (1)—is not *logically* entailed by my assumptions about cases 3 and 4 (although as I noted, (3) is *metaphysically* entailed by (1) if coarse-graining is true), so my point stands that, in conjunction with those assumptions, the AR thesis—unlike coarse-graining—does not *logically* entail (2). One might object that, if (2) is true, then it is also *necessary*, and thus it is entailed by *every* claim, including the AR thesis. I reply that, even if (2) is *metaphysically* necessary, it is not *logically* necessary, so it is not logically entailed by every claim.

²⁹ The extra claims are more controversial than one might think. In the above example, it may not be controversial that the grounds of O_3 are the same as the grounds of O_4 *in cases 3 and 4*. But what is needed instead is the more controversial claim that the grounds of O_3 are the same as the grounds of O_4 *in all cases* (i.e., possible worlds).

bal. To say this is not to deny that how to use the term “mother” is a substantive question that has a correct answer,³⁰ but it is nevertheless to dismiss the dispute between your biological mother and your adoptive mothers as superficial. Similarly, suppose you have promised both your brother and your sister that you will donate blood. How many obligations to donate blood do you have? One might argue that you have one coarse-grained obligation but two fine-grained obligations; if by “obligation” one understands “coarse-grained or fine-grained obligation”, then you have three obligations to donate blood in total. One might say then that the dispute between (typical proponents of) coarse-graining and (typical proponents of) fine-graining is merely verbal. To say this is not to deny that how to use the term “obligation” is a substantive question that has a correct answer,³¹ but it is nevertheless to dismiss the dispute between coarse-graining and fine-graining as having “a distinct odor of superficiality” (Manley 2009: 8).

I will argue in reply that the dispute between coarse-graining and fine-graining is *not* merely verbal. To start with, note that the dispute between coarse-graining and fine-graining is *not* the dispute between the *single-obligation view* that you have exactly one obligation to donate blood (an obligation that you owe both to your brother and to your sister) and the *double-obligation view* that you have exactly two obligations to donate blood (an obligation that you owe only to your brother, and an obligation that you owe only to your sister). To see that the two disputes are distinct, note that, although (assuming that you have at least one obligation to donate blood) coarse-graining entails the single-obligation view, fine-graining does *not* entail the double-obligation view: fine-graining is compatible with the single-obligation view (see the penultimate paragraph of §3.1), and is also compatible with the *triple-obligation view* that you have exactly three obligations to donate blood (an obligation that you owe only to your brother, an obligation that you owe only to your sister, and an obligation that you owe both to your brother and to your

³⁰ What exactly counts as a merely verbal dispute is a matter of debate (see, e.g., Bennett 2009: 50–4; Chalmers 2011; Hirsch 2005: 69–74, 2009: 238–9; Jackson 2014; Jenkins 2014; Manley 2009: 8–15; Sidelle 2007; Sider 2011: chap. 4; Vermeulen 2018; Yovetich 2013). Nevertheless, it seems clear that, even if a dispute is merely verbal, it may be false that there is no fact of the matter about its correct resolution: “there can be verbal disputes in which one side is straightforwardly mistaken” (Bennett 2009: 50; cf. Eklund 2009: 143; Jenkins 2014: 14). (For example, in “a dispute you might have with someone who insists upon using the English word ‘telephone’ to refer to leprechauns”, “you win” (Bennett 2009: 40).) In some merely verbal disputes—for example, when someone uses “bi-weekly” to mean *fortnightly* and someone else uses “biweekly” to mean *twice a week* (Vermeulen 2018: 332)—the disputants are just talking past each other: there is no real disagreement (cf. Jackson 2014: 34–5; Jenkins 2014: 12–3; Manley 2009: 8–9; Sidelle 2007: 89–90; Vermeulen 2018: 333; Yovetich 2013: 8). Other merely verbal disputes, however, involve real disagreements, for example about what an expression actually means or about what an expression ought to mean (Chalmers 2011: 542; Manley 2009: 10–1; Sidelle 2007: 93). Such real disagreements may be important: “Disputes over words are sometimes important disputes, when something important rests on matters of linguistic usage”; for example, when “[r]esolving a verbal issue is crucial to knowing whether a contract has been fulfilled” (Chalmers 2011: 516; cf. 542). Therefore, even if a dispute is merely verbal, it may be false that it is *pointless*, that nothing substantive hangs on it (cf. Jackson 2013, 2014; Vermeulen 2018: 336 n. 4, 346–7). (Except if one *defines* merely verbal disputes as verbal disputes in which “nothing crucial ... turns on the usage of words” (Chalmers 2011: 517, 525 n. 8). I understand instead merely verbal disputes as *wholly*—rather than *partly*—verbal disputes, namely as disputes in which “apparent first-order disagreements arise wholly in virtue of metalinguistic disagreements” (Chalmers 2011: 525–6).)

³¹ If the correct answer is that, because both the coarse-grained and some fine-grained concept of obligation are useful, they both deserve the label “obligation”, then (what may be called) *obligation pluralism* holds: there is more than one correct way to individuate obligations. (Compare: *logical pluralism* is “the view that there is more than one correct logic” (Russell 2013/2019), and *pluralism about truth* is “the thesis that there is more than one way of being true” (Pedersen & Wright 2012/2018).) If so, then we are faced with a terminological choice similar to the one that I mentioned in §2.2, concerning the loaded and the non-loaded concept of obligation violation. For other dismissive views that one might adopt, see Bennett 2009: 39–42 and Sider 2009: 386–7.

sister—and to no one else). But then what exactly is the dispute between coarse-graining and fine-graining?

To see what exactly the dispute is, and also that the dispute is not merely verbal, suppose first that obligations O and O' have some feature in common; for example, they have the same owners. Does it follow that O and O' also have (for example) the same creditors? Clearly, a typical dispute over the correct answer to this question would not be merely verbal; intuitively, the correct answer is negative. But now suppose instead that (1) obligations O and O' have the same satisfaction proposition and the same violation proposition. Does it follow that O and O' also have the same creditors? Clearly (and also by analogy with the previous case), a typical dispute over the correct answer to this question would not be merely verbal; intuitively, the correct answer is again negative. According to coarse-graining, however, the correct answer is positive. In fact, according to coarse-graining, (1) entails that (2) O and O' are identical (and thus have *all* their features in common). This claim of entailment is precisely what fine-graining denies. So, once the dispute between coarse-graining and fine-graining is properly understood (as the dispute over whether (1) entails (2),³² rather than the dispute between the single-obligation view and the double-obligation view), it becomes clear that the dispute is not merely verbal.

But then what about the pluralist suggestion that, because there are two useful obligation concepts (a coarse-grained concept and a fine-grained one), you have one coarse-grained obligation but two fine-grained obligations to donate blood (if you have promised both your brother and your sister that you will donate blood)? In response to this suggestion, I ask: what are coarse-grained and fine-grained obligations supposed to be? To a first approximation, say that a coarse-grained obligation is a prescription, and a fine-grained obligation is an ordered pair whose first member is a prescription (the associated prescription of the obligation) and whose second member is an agent (the creditor of the obligation).³³ In the example of promising to donate blood, the idea is that you have one coarse-grained obligation, namely the prescription expressed by “donate blood”, and you also have two fine-grained obligations, namely the ordered pairs whose first member is the prescription expressed by “donate blood” and whose second member is either your brother or your sister. Note, however, that *not every* ordered pair $\langle Q, G \rangle$ (where Q is a prescription and G is an agent) is a fine-grained obligation: for example, if you never promise *your*

³² One might object that the dispute over whether (1) entails (2) is not the *whole* dispute between coarse-graining and fine-graining. Consider the claim that (3) O and O' are of the same normative kind and have the same creditors. In addition to denying that (1) entails (2), the K/C thesis (to take a specific version of fine-graining) denies that (3) entails (2), and also asserts that (1) and (3) jointly entail (2). I reply first that coarse-graining is neutral—and thus does not disagree with the K/C thesis—on whether (3) entails (2). Moreover, the claim that (1) entails (2) entails the claim that (1) and (3) jointly entail (2); so coarse-graining and the K/C thesis agree that (1) and (3) jointly entail (2), and the objection fails to show that they disagree on any claim other than the claim that (1) entails (2).

³³ This is a very rough approximation, for at least three reasons. First, since some obligations have multiple creditors or have different creditors at different times or at different worlds, the second member of the ordered pair should not be an agent, but should instead be a function from ordered pairs $\langle t, w \rangle$ (such that the obligation exists at time t at world w) to (maybe empty) sets of agents. Second, since the most plausible version of fine-graining is the AR thesis, which takes *five* factors to be relevant to the individuation of obligations, an ordered *quintuple* would be a better approximation than an ordered pair: the three extra members would correspond to the normative kinds, the owners, and the grounds of obligations. Third, even if fine-grained obligations are *isomorphic* to such ordered quintuples, proponents of fine-graining need not claim that fine-grained obligations are *identical* to such ordered quintuples: they could claim instead (for example) that such ordered quintuples are the *contents* of fine-grained obligations (just like propositions are the contents of beliefs). For the sake of simplicity, I ignore these complications in the text of this section; I address some related issues in §4.

father that you will donate blood (and you do not for any other reason owe it to your father to donate blood), then the ordered pair whose first member is the prescription expressed by “donate blood” and whose second member is your father (is not an obligation at all, and thus) is not a fine-grained obligation. So only *some* ordered pairs $\langle Q, G \rangle$ —say, all and only those that satisfy a condition C —are fine-grained obligations. Now consider the following question: if $\langle Q, G \rangle$ and $\langle Q, G' \rangle$ both satisfy condition C , does it follow that $G = G'$? If the correct answer is positive, then no distinct fine-grained obligations are associated with the same prescription, and then (contrary to appearances) you do not have *two* fine-grained obligations to donate blood. The upshot is that granting the existence of *fine*-grained obligations (understood as above) does not rule out the possibility that they are individuated in the *coarse*-grained way, and thus does not vindicate the pluralist suggestion that you have one coarse-grained obligation but two fine-grained obligations to donate blood.³⁴ A proponent of the pluralist suggestion might respond by proposing to understand fine-grained obligations differently, but I see no way to understand them so as to guarantee that they are individuated in a fine-grained way. I conclude that the pluralist suggestion falls short of posing a credible threat to coarse-graining.

3.5. The Correspondence Result

In §2.3, I concluded that, (1) for every obligation, there is a unique prescription associated with the obligation. From my defense of coarse-graining, I infer 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. The nature of obligations and the Identity Thesis

4.1. The Identity Thesis

I will defend (a version of) the *Identity Thesis*: *every obligation is (numerically) identical to a prescription*. 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 §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* (which in turn entails that every obligation is identical to its associated prescription³⁵). (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

³⁴ Moreover, granting the existence of fine-grained obligations (in addition to coarse-grained ones) does not vindicate the suggestion that there are two useful obligation concepts, a coarse-grained concept and a fine-grained one. Indeed, if fine-grained obligations are individuated in the coarse-grained way, and thus in the same way as coarse-grained obligations, then it is false that both the coarse-grained and some fine-grained concept of obligation are useful: at least one of them is otiose. What would be the point of saying that you have both a unique coarse-grained and a unique fine-grained obligation to donate blood?

³⁵ 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.

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 prescriptions is incomplete, however, since I remain neutral on the metaphysical status of prescriptions (§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.³⁶ 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.

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 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).³⁷ (2) Proponents

³⁶ They might claim that prescriptions are the *contents* of obligations (just like propositions are the contents of beliefs; cf. note 33). I reply that this claim does not explain why no distinct obligations have the same content, and thus does not explain the Correspondence Result.

³⁷ According to Plantinga (1987: 207), (1) the claim that the null set is false is “obviously mistaken”: (2) “sets aren’t the sort of things that can be either true or false”. I reply that (2) does not follow from (1): even if the null set is not (true or) false, the set whose members are all and only those worlds at which it never rains may well be false. Admittedly, this reply does not explain why only sets of a specific kind (namely, sets of possible worlds) can be true or

of the familiar view that reasons are facts can reply as follows to the objection that some reasons 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) 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.³⁸ 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 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.

4.2. 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.³⁹ 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

false (cf. King 2013: 82–3, 2019: 1345). But there is no analogous problem for prescriptions: it is not only prescriptions of a specific kind that can be obligations and can have owners. (See also note 44.)

³⁸ 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 43) in terms of worlds instead of times.

³⁹ I assume that Paula is never married to anyone other than Paul. From the claim that Paul’s widow is Paula it does not follow that Paula exists before Paul dies: the marriage may be posthumous (cf. Strong & Cohen 2013: 8).

here on the claim that *whether a given entity is an obligation can vary over time*. More precisely: some entity that at some time 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.⁴⁰ 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).⁴¹ (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 the previous sections, which are formulated in terms of obligations *simpliciter*? I reply that my line of reasoning in the previous sections 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 (§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 prescription*. (Equivalently: for any time, every entity that at that time is an obligation is a prescription.) Note that whether something is a prescription cannot vary over time (i.e., either is timeless or is relative to time but constant over time), and similarly for whether something is associated with something (as I argued in §2.3).

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 is an obligation is not an obligation at every world at which it exists.⁴² 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

⁴⁰ My use of the term “phasalism” is inspired by Korman 2011/2016: see note 45. 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. One might argue that obligation phasalism also amounts to the claim that *obligation* is a phase sortal: a sortal—like *child* or *kitten*—that “denotes part of the life history of something” (Robinson 2004/2014). I do not want to embroil myself in disputes about sortals, however, so I do not formulate obligation phasalism in terms of phase sortals. In particular, I do not want to take a stand on whether *obligation* is a sortal, or even on what it means to say that *obligation* is a sortal: “there is important variation between authors in whether ‘sortal’ is applied to linguistic items, e.g., *words* like ‘cat’ or ... abstract entities such as the *property* of being a cat or ... psychological entities such as the *idea* or *concept* of a cat” (Grandy 2006/2016).

⁴¹ 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*.

⁴² 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.

“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 §4.1: 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.⁴³ (Moreover, I accept that promises can *create* obligations: due to a promise, a prescription that was not an obligation can become an obligation. By analogy, wars can *create* widows: due to a war, a woman who was not a widow can become a widow. Cf. Ayers 1974: 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*.⁴⁴ Compare: every student is a person who is studying (where the relativization to times of being a student and of studying is left implicit).

⁴³ 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 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.

⁴⁴ 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.

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;⁴⁵ why not argue by analogy that the obligation does not exist at times (or worlds) at 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 §4.1: the time-indexed Identity Thesis provides a simple explanation of the time-indexed (version of the) Correspondence Result,⁴⁶ and also avoids multiplying entities beyond necessity. My case for the time-indexed Identity Thesis is stronger than my case (in §4.1) 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 §4.1. 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.

5. 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*).⁴⁷ A stepping

⁴⁵ 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.

⁴⁶ 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).

⁴⁷ 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

stone to my defense of the time-indexed Identity Thesis was my defense of the thesis that obligations are individuated in the *coarse-grained* way: no distinct obligations have both the same satisfaction proposition and the same violation proposition. This thesis on the individuation of obligations is of independent interest, and can be accepted even if one rejects my thesis on the nature of obligations. And even if one rejects both theses, one can still find useful the *methodology* that I introduced in this paper 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.

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 (§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 44) 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 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 they are typically expressed by *imperative* sentences. But it does not follow that *moral* sentences typically express

have the obligation to abdicate, does this obligation no longer exist, or does it still exist without being 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.

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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