OWING IT TO US

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ABSTRACT

Ethical theorists have traditionally analyzed duties, both individual and collective, into two categories: duties to others and duties to oneself. Reflection upon the moral domain, however, suggests cases in which an individual owes something neither to herself, nor to another, but to us. In this dissertation, I develop and defend a unique theory of these duties – the duties that are owed to us.

Owing it to us involves not merely duties but directed duties, duties owed to us. I thereby begin by articulating a novel, priority based account of the directed duties that one agent owes to another. Moreover, these duties are owed to groups; so, I next consider the ways in which groups can be moral patients, arguing that if a group has an irreducibly joint interest that is integrated with the interests of its members, one can owe a duty to a group. Finally, since owing it to us involves duties owed to a group of one’s own, I address the theoretical tension inherent in the fact that an agent could be a duty bearer while simultaneously possessing some nontrivial subset of the normative authorities as the counterparty to that duty. I argue that because an agent can exercise counterparty authority over her own duties, owing it to us provides a distinctive means by which an agent can shape who we are and what we are doing together.
FOR ABBY,
To whom and With whom I owe so much

WITH THANKS TO:

MAGGIE,
WHO IS THE TYPE OF PHILOSOPHER, TEACHER, AND PERSON I ASPIRE TO BE

HENRY,
WHO HAS HELPED MY IDEAS BECOME MORE PRECISE THAN THEY WOULD HAVE BEEN

MARK,
WHO HAS ENCOURAGED ME TO SEE THE COMPLEXITY OF OUR INTERACTIONS WITH OTHERS

BRYCE,
WHO HAS MADE ME REALIZE THE COMPLEX VARIETY OF WAYS IN WHICH WE CAN ACT TOGETHER

KYLE, LUKE, NATE, TRAVIS, RICHARD, TONY, AND KELLY,
WHO MADE THIS EFFORT A FAR MORE COLLECTIVE ONE THAN I COULD HAVE REASONABLY EXPECTED IT TO BE
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Part I - Introduction
Chapter 1
The Duties Owed to Us

We go for a walk; we paint a house; we dance the tango; we perform a scene; we elect a government; we go to war. What we do together can change the world and the normative landscape of the world as well. Acting together allows participants to call on one another to do their part, and to criticize one another when they fail to do so. Furthermore, I argue that, on occasion, acting together engenders duties not only to fellow participants, but also to the group itself. In this dissertation, I propose to investigate these obligations, analyzing what it means to owe it to us.¹

Such groups need not be large and complex entities like countries and corporations. Even groups of two can, at times, demonstrate how owing it to us may be different from owing it to you or owing it to them. Marriages, for instance, may well engender obligations to us in addition to obligations to one another. I might have an obligation to my wife to go to the movies, perhaps because I promised her. In normal situations, she can release me from this obligation by saying, “I know you’re not feeling well. We don’t have to go.” However, there appear to be other commitments from which we, acting as individuals, do not possess the same kind of total and immediate normative power of release. If we previously have agreed to go to marriage

¹ Throughout the dissertation, I will talk about the duties owed to “us.” Of course, grammatically, the use of the term ‘us’ without antecedent is problematic. As I will argue in the chapters that follow, however, the fact that these obligations are an agent’s own duties to her own group is itself normatively significant. So, I generally use the first personal formulation, owing a duty to us. The grammatical sin is intentionally committed in hopes of avoiding a greater philosophical sin. Additionally, I generally use the phrase ‘duties owed to us.’ However, the dissertation is entitled Owing It to Us, and I will, on occasion, use this more colloquial expression with its double grammatical misdeeds in order to connect to the way in which joint participants often call on one another, claiming that one of them “owes it to us.” I will have much more to say about such appeals in Chapter 7.
counseling, for example, then it is not clear that either of us can unilaterally release the corresponding duty of the other. We may not be normatively allowed to turn to each other and say, “I don’t feel like going, do you?” “No, I don’t either,” and simply release ourselves the way a promisee can usually release a promisor. This possible limitation need not imply, however, that we could never be released from this duty. Perhaps, by acting and deliberating together, we (rather than each one of us) may well be able to release ourselves (rather than releasing each other) if we decide, for instance, it would be better for our marriage to do so.

More subtle differentials in normative powers also can suggest the presence of a case of owing it to us. Suppose an academic department will make a hiring decision at an upcoming meeting. A professor tells a colleague in another department and a colleague in her own department that she is not going to go. The member of one’s own department may not have the power to release her colleague from the meeting—even if circumstances would warrant such release. Nonetheless, intuitively, the member of one’s own department appears to be doing something normatively distinct from the member of another department when both utter the phrase, ‘You really ought to go.’

The concept of owing it to us can also been seen in ethical deliberations, independently of any exercise of moral powers. When I was in the Service, I knew a military officer who, at considerable risk to his personal ambitions, was extremely outspoken regarding the silence of senior military leadership on the issue of torture. Although he considered it a good for anyone to speak out, and although he believed the suffering of the victims gave us all a reason to do so, he personally felt obligated to do so. His intuition was that this obligation did not stem either from a particular role he inhabited or from the potential difference in consequences his words could
have over those of another. This man felt obligated because he believed he owed it to us to say something.² He regarded himself as a member of a group that had obligations it was failing to uphold. The moral failings of torture were not his own, but they were ours, and he regarded his speaking out as a personal effort he owed us to help us do better in the future.

These three examples point to an interesting, and perhaps overlooked, aspect of the ethical domain. Theorists have traditionally analyzed duties, both individual and collective, into two categories: duties to others and duties to oneself. Reflection upon the moral domain, however, suggests cases in the penumbra between these two categories: duties in which an individual owes something neither to herself, nor to another, but rather to us. I contend that such obligations to groups of which an agent is herself a member constitute a distinct element of normativity, and a plausible ethical theory must be able to account for them. In this dissertation, I develop and defend a unique theory of these duties — the duties that are owed to us.

1.1 Collective responsibility and group rights

The goal of this dissertation is to investigate and elucidate the phenomenon of owing it to us. Before beginning this investigation in earnest, however, it will be helpful to demonstrate that owing it to us is a distinct element of the moral terrain rather than a minor variation of a well-considered ethical issue. In effect, the rest of this chapter sets the stage for more positive analyses in the latter chapters by considering some of the things that owing it to us is not, so that

² Determining to whom or to what these kinds of duties could be owed is the purpose of this analysis. At this point, it would be premature to disambiguate the entity or entities to whom the duty was owed.
we may set these notions aside. More specifically, in this section I argue that *owing it to us* is not reducible to questions involving collective responsibility or group rights.

Some theorists contend that groups, such as corporations and countries, can be distinct moral agents (See, for example, Feinberg 1968; French 1984; May 1992; List and Pettit 2011). Moral agents garner normative consideration because of what they *do*; they are entities that can do wrong or harm others in ways that would garner appropriate moral condemnation. According to these theorists, groups may do wrong; therefore, groups, along with their members, can be held responsible for those moral failings.

*Owing it to us*, on the other hand, is about groups as moral patients. Moral patients garner normative consideration because of what can be done to them. They are entities that can be wronged or harmed. Importantly, for our purposes, the set of moral patients need not be congruent with the set of moral agents. To cite just one example, most theorists take animals to be moral patients, even though they lack moral agency. So, the possibility of groups as moral patients need not rise and fall with the possibility of groups as potential moral agents. Therefore, the question of *owing it to us* is not a subset of the question of collective responsibility.

Within the broader domain of groups as potential moral patients, two types of questions dominate discussion. Many authors consider the possibility of groups as potential legal patients (See, for example, Berle and Means 1933; Calabresi and Hirshorff 1972; Feinberg 1980; May 1984; Kutz 2000). Others consider the possible existence of a collective correlate to individual

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3 This point has been made many times before (For example, see May 1984:112-134; Graham 2001:78-80). Of course, it may turn out that all moral agents are moral patients, even though all moral patients are not moral agents. Perhaps, for example, all agents engender duties to respect that agency in some way, to not intervene in at least a subset of the autonomous activity. It would seem to be premature, however, simply to assume that all moral agents are moral patients in even this minimal way.
natural rights. Examples of this latter question include the right of a nation or a people to be self-determining (See, for example, Raz 1986; Walzer 1997), the right of a cultural group to be perpetuated, respected, and perhaps even publicly supported (Kymlicka 1989; Kymlicka 1994; Levy 1997; Simon 2001), the right of a linguistic group to have its language preserved and accommodated in the public domain (See, for example Réaume 1994; Kymlicka 2007), and the right of a religious group to engage in collective expressions of its faith (See for example, Kaspin 1997; Francis 2001; Anderson 2001).

These are all important considerations, but they are distinct from the possibility of *owing it to us*. First, if *owing it to us* is a distinct element of normativity, it need not be exclusively a legal one. None of the cases considered at the outset involved legal rights or powers. Second, *owing it to us* need not involve the type of “natural right” typically considered in the group rights literature. The duties *owed to us* need not be as significant as natural rights. The category of groups that can be counterparties to directed duties will likely be broader than the category of groups that can legitimately claim to possess a collective correlate to individual natural rights.

In fact, few have explicitly considered the question of when groups can be potential moral patients, that is, entities that can be wronged or be harmed (notable exceptions include brief discussions by Kymlicka 1989:241-242; McMahon 1994:62-65; Graham 2002:89-93). Fewer still have considered the more specific question of groups as counterparties, *i.e.*, groups as entities to which duties can be owed. Yet people talk casually about taxes owed to one’s nation, duties owed to a university, and debts owed to a corporation. The paucity of consideration appears to rest on a common assumption is that if groups can perform irreducibly joint intentional actions, then, at the very least, voluntary agreements with groups engender duties *to*
those groups. As I will argue in Chapters 4 and 5, however, there are a variety of ways in which a group’s ability to have duties owed to it is more complicated and interesting than it initially appears.

Finally, there is another important difference between owing it to us and more general considerations of group as moral patients. Traditional analysis regards groups from the outside: as external entities that are distinct from rather than part of oneself. One can wrong another person; perhaps one can also wrong a group. The rights of individual agents constrain what actions are permissible; perhaps so do the rights of groups. I do not object to the claim that such a framework can provide important insights that are not available if one simply examines the rights and duties of individuals, but this approach ignores an element that may be important in the moral calculus: the fact that some groups are my own.\textsuperscript{4} Investigating the phenomenon of owing it to us, rather than investigating groups as distinct, separate, and external to the agent, provides an opportunity to discover what role, if any, such differences ought to play in ethical considerations.

### 1.2 Joint commitments and obligations to one’s fellows

The literature on joint commitments, like the consideration of group rights, shares an affinity with the possibility of owing it to us. This similarity is due in part to the fact that joint commitments have the potential to engender novel obligations to one’s fellow participants.

Actors in a play, for instance, garner duties to one another by virtue of their commitment to put

\textsuperscript{4} One may be skeptical that this type of distinction (that fact that a group is one’s own) could make any difference to the moral calculus. I would encourage a skeptic to continue reading under the conditional assumption that such a distinction might matter morally until I have the opportunity to address the question directly in Chapter 7.
on a show together. Some authors, most notably Margaret Gilbert, have argued that collective activity always creates certain kinds of obligations. In this section, however, I argue that even if Gilbert’s strong contention were true, the duties owed to us are distinct from the duties created by joint commitments.⁵

According to Gilbert, a joint commitment is “a commitment of two or more people together” (2010:53). Each party directly expresses his or her readiness to do something together, to take on certain ends, intentions, attitudes, actions, or beliefs (Gilbert 2006:139). This joint commitment is “simple rather than composite … it is not composed of personal commitments” (Gilbert 2000:53). Therefore, a joint commitment is the commitment of a plural subject “as a body or, if you like, as a single unit” (Gilbert 2000:54).

Furthermore, Gilbert argues that joint commitments, by their very nature, create duties and claims. By virtue of a member’s involvement in a joint commitment, she “gains special standing with respect to the [actions of the other members]” (Gilbert 2000:54). Members have obligations to conform to the joint commitment, and they have claims against others that they do so as well. This state of affairs is created, in part, because “the joint commitment is theirs together” [emphasis original] (Gilbert 2000:55). Neither could create the joint commitment on her own, so “neither is in a position unilaterally to rescind [it]” (Gilbert 2000:53). If Ben and Anne undertake a joint commitment, then each has an obligation to the other. “Ben has a right with respect to, or ‘against’…Anne…similarly Anne’s obligation is an obligation…to Ben” (Gilbert 2000:57).

⁵ Many have objected to Gilbert’s claim that joint activity always garners a type of social obligation (See, for example, Bratman 1999; Alonso 2009).
Although Raimo Tuomela provides a distinct theoretical analysis, he also contends “the result of the collective acceptance is a group that the members construct for themselves” (2007:18). Significantly, this joint commitment to the group creates in its members a *pro tanto* obligation to fulfill the group’s purpose.

A participant has the right to normatively expect that the other participants indeed will participate. Thus a participant has the right to expect that the others will perform their parts and is also obligated to respect their analogous right. (Tuomela 2007:88)

By committing to act together, group members garner defeasible normative requirements to one another.

Gilbert and Tuomela capture a significant and intuitive element of the moral domain: committing to act together has the potential to create obligations to one’s fellow participants. While this analysis seems accurate, however, it is likely not exhaustive. There may well be duties to the group in addition to the duties to fellow participants.

In fact, Gilbert introduces the idea that joint commitments garner obligations by saying that parties can reflect on the fact that,

*The behavior in question was owed to *them* insofar as – with perfect legitimacy – *they* jointly issued an order enjoining the behavior* [emphasis mine]. (Gilbert 2000:56)

Here, the entity that issued the order (designated by the term ‘they’) is clearly the plural subject. Gilbert is clear on this point: joint commitments can only be made as a single, irreducible “we” (Gilbert 2000:14-16, 53-54 2006: 134-1446). Gilbert echoes this same point in her more recent work, saying plainly, “each party will be bound … by the creator of the joint commitment” [emphasis original] (2006:154). So, the duty must be owed to the creator of the joint commitment, the plural subject rather than the participants. However, Gilbert immediately moves
to consider the obligations participants have to other, individual members. Joint commitments, according to Gilbert, “obligate the parties, one to the other” (Gilbert 2000:57). And again, “those who are jointly committed … owe each other conforming actions” (Gilbert 2006:155).

Given her near universal focus on irreducibly plural subjects, this move is an odd one for Gilbert to make. Perhaps this position stems from her singular analysis of joint commitments involving two people, for the sake of simplicity (Gilbert 2000:50). Or perhaps it is due to her focus on the informal commitments that she takes to be paradigmatically illustrative (Gilbert 2000:53). Alternatively, Gilbert may believe that these duties are owed to the plural subject, and that they then are distributed to the members, engendering duties to fellow participants.

If these duties are owed to the plural subject itself, however, then it would be helpful to consider how and when plural subjects can become moral patients. It would also be useful to analyze how the fact that these duties are owed to a group of one’s own rather than to other, distinct individuals might impact their normative structure. Regardless of her reasons for doing so, Gilbert’s quick move from plural subject to participants obscures the possibility that some duties could be owed to the group itself. Focusing merely on the duties to one’s fellow participants could miss something normatively significant about the nature of those potential duties. At times, the duties to my nation may be normative distinct from the duties to my fellow

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6 I analyze the cases in which plural subjects can be moral patients in Chapters 4-6, and consider how the fact that these duties are owed to a group of one’s own rather than to other, distinct individuals alters their normative structure in Chapters 5-7.

7 Gilbert generally uses the term ‘plural subjects’ to refer to the entity created by joint commitments and the term ‘joint participants’ to refer to the individuals who come together to create those plural subjects. Since I am considering directed duties owed to another, I will generally use the term ‘groups’ to refer the entity created when joint participants come together to pursue common ends and the term ‘members’ to refer to the individuals who comprise those groups. Although Gilbert's terminology is perhaps better suited to a functional analysis of collectives, and my terminology is perhaps better suited for an ontological analysis, the goal of this dissertation is to be agnostic with respect to the more metaphysical
citizens, the duties to my University may be distinct from the duties to my fellow Hoyas, and even, I contend, the duties to us as a couple can be different from the duties I owe to my wife. It remains, at the very least, an open possibility worth considering, that owing it to us will be distinct from the obligations created by joint commitments, obligations that traditionally have been analyzed as obligations to other individuals. So, for the time being, I will assume that owing it to us is, in fact, distinct from these obligations to one’s fellow participants, and I will attempt to validate that assumption in the chapters that follow. I move forward therefore seeking to elucidate these obligations, the obligations owed to us.

1.3 Duties to others, duties to oneself, and duties to us

To help locate the potential phenomenon, it will be useful to contrast duties to us with two more familiar categories: duties to others and duties to oneself. Consider, for example, a candidate case of owing it to us. Three roommates live together, but are otherwise unengaged in each other’s lives. Each has promised the others, however, to do her part to keep the common areas clean and functional. They take turns on a rotating basis vacuuming, cleaning the kitchen, and cleaning the bathroom. Let us further stipulate that all the roommates, save one, already have completed their weekly chores. Eileen has yet to complete her task of cleaning the kitchen. Clearly, Eileen has a duty, and a directed duty at that. One might suspect that, from Eileen’s point of view, her duty to clean the kitchen is a candidate duty owed to us. After all, Eileen has a

question of whether one of those two ways of analyzing groups is somehow more appropriate. I will, therefore, sometimes use the terms ‘plural subjects’ and ‘groups’ and the terms ‘participants’ and ‘members’ interchangeably. I do not intend, however, for any conceptual distinction to be tied up in the different usages of these terms.

8 This claim does not deny that there will be duties to one’s fellow citizens, to fellow students, or to one’s wife, merely that there may be some duties to the group itself.
duty to those who live in the house to clean the kitchen, and Eileen herself lives in the house. She was one of those who committed to the chore list, and most importantly, her own interests in living in a clean house would be furthered by her fulfilling this duty. Her roommate Laura might even implore her, “Get off your butt. You owe it to us to do your part.”

Such an appeal, however, hides a confluence of two distinct types of reasons. First, Laura might appeal to Eileen’s prudential interests. Eileen herself wants to live in a clean house, and no one else is going to clean the kitchen. If those were the only reasons Eileen had to clean the kitchen, however, she would have the moral authority to change her mind. It might be irrational to do so; it might be unreasonable. Nonetheless, if Eileen merely had decided to clean the kitchen because she took it to be in her own interest to do so, she would have the authority to rescind that decision unilaterally, even if doing so would be inappropriate or unwise (Gilbert 2000:52).

More likely, Laura would appeal to the directed duties Eileen owes the other housemates that stem from their promises to one another. Each of the others has done her part, as each had committed to do. Eileen owes it to them, the other housemates, to do her part as well. This appeal is based on reasons stemming from those directed duties, reasons above and beyond Eileen’s control. Laura’s appeal, “Get off your butt. You owe it to us to do your part,” is a normative demand, but as a normative demand, it is more precisely stated as, “Get off your butt. You owe it to the rest of us to do your part.”

In contrast, duties to us are not duties to a set of members, but rather duties to a group above and beyond its membership. The duties owed to us are not duties owed to the rest of us;
they are instead duties owed to a group of one’s own.⁹ We should take a moment to reflect on
the nature of this particular feature, because many are skeptical about the possibility that directed
duties to oneself possess the same normative structure as directed duties to others (See, for
example, Mill 1869; Singer 1959). Consider, for example, the directed duties created by
promises. If Tom promises Mary to show up at the coffee shop at 10:00 am, then he owes it to
her to ‘show up at the coffee shop at 10:00 am.’ As I will discuss in more detail in Chapter 2, this
means that Mary generally has the power to waive her claim and thereby eliminate Tom’s
Corresponding duty. If, however, a hypothetical “promise to oneself” had the same normative
structure as typical two-party promises, then the same agent would possess both a duty and the
Normative authority that corresponds to that duty. That possibility, i.e., that the same extensional
entity could be both the duty bearer and counterparty, seems problematic. As the promisee,
Mary could waive her claim whenever she wanted, eliminating any duty to do as she
“promised.”¹⁰ This result seems troubling, because agents generally lack the normative authority
to let themselves off the moral hook whenever they choose. Marcus Singer sums up the problem
nicely: “a ‘duty’ from which one could release oneself at will is not, in any literal sense, a duty at
all” (1959:203).

It should be clear, however, that regardless of whether such skepticism about directed
duties is warranted at the level of individuals, the structure of the directed duties owed to us is

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⁹ This point does not deny the fact that individual members often will exercise the normative authorities
on behalf of us. Furthermore, this claim does not deny the possibility that duties to the group could be
distributed to particular members, much as collective responsibility can be distributed to particular
members.

¹⁰ This skepticism is significant independent of one’s theoretical account of promising. (See, for example,
154).
different than the structure of duties owed to oneself. One need not be skeptical about the conceptual possibility of a fellow professor making a promise to our department merely because, as the Department Head, she has the authority to waive the Department’s claim and eliminate her corresponding duty. The reason is perhaps obvious: even though the agent who can exercise normative powers with respect to a directed duty is one and the same extensional entity who is under that duty, the duty bearer is not the same extensional entity as the counterparty. Even though she, in her position as the Department Head, has the normative authority to release a duty, that authority itself brings with it normative complications regarding its exercise because she is exercising that authority for us rather than for herself. These complications become particularly salient when she, as Department Head, is altering duties she herself has because of her concurrent position of department member. Even though this situation implies that an agent could be the bearer of a duty while simultaneously possessing some subset of the normative authorities that come with being the counterparty to that duty, it does not imply that the same existential entity is simultaneously a duty bearer and a counterparty to the same duty. Skepticism about directed duties to oneself need not entail skepticism about the possibility of duties to us.

1.4 Shared, aggregative, coordinated, holistic, collective, and joint

Finally, it will be helpful to make a few preliminary theoretical points before beginning a more thorough investigation in the chapters that follow. In this section, I first posit an analytic

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11 I will have more to say about these complexities in the next chapter.
12 One could be skeptical about duties to us for other reasons. One could, for example, be skeptical about duties to groups. I will consider that question in Chapters 4, 5, and 6. The point here is that there is no further reason to be skeptical about duties to us above and beyond the reason to be skeptical about duties to groups.
distinction between properties that are shared, aggregative, coordinated, holistic, collective, or joint, a distinction that will be helpful to distinguish the different ways in which agents can act together. This analysis supports the one purely analytic requirement we can discern about owing it to us: one cannot owe a duty to a mere aggregation. For an agent to owe a duty to a group, the group must exhibit some collective or joint element. However, I will argue against any further analytical constraints for groups to be potential counterparties of directed duties.

Let us begin by distinguishing some different ways in which individuals can act together. In the chapters that follow, I distinguish between properties that are shared, aggregative, coordinated, holistic, collective, or joint.\(^\text{13}\)

\textit{Shared} – A common element shared by different individuals, but nothing in the content of the element involves or requires a collective. (For example, Stacy and Tabitha each intend to go to the Lady GaGa concert.)

\textit{Aggregative} – An element possessed by a set of individuals, but no collective entity needs to be posited to achieve a fully explanatory analysis. (For example, the passengers of Flight 146 have an interest in a turbulence-free flight.)

\textit{Coordinated} - An element possessed by one individual is interconnected with a similar element of one or more other individuals, but no collective entity needs to be posited to achieve a fully explanatory analysis of events. (For example, Stacy has an interest in going to the ice cream shop only if the Bob has a similar interest.)

\textit{Holistic} – An interconnected web of elements is required, either as structural scaffolding upon which individual elements can be constructed or as the holistic conceptual background against which individual elements can emerge. (For

\(^{13}\) The distinction between shared elements and collective or joint elements comes from Searle (1990). The distinction between holistic and collective, or joint elements comes from Pettit (1996). I should note that although I provide examples in the following analysis, these illustrations are provided merely to help elucidate the theoretical distinctions. The examples are not intended to constitute an argument that any of these categories have actual members. (In other words, at the end of this section, one could argue that an example that appears to demonstrate a joint intention is, upon closer examination, merely a holistic intention). It may well be the case that no joint elements exist (Watkins 1957), or that nearly all holistic elements are also joint elements (Gilbert 2000). These claims are both interesting and important, but to evaluate them, we first must understand the theoretical distinction between a given property being shared, aggregative, coordinated, holistic, collective, and joint.
example, valuing the vintage New England Patriots football logo requires the existence of numerous social institutions. Certain features about national and local history, the existence of the team, and the relevant fashion trends at the time of the American Revolution all serve as perquisites for such a value to exist at all. But the valuing itself is nonetheless held by an individual. While the coordinated, joint, or collective actions of others are required to understand this value, the individual is still its locus.\(^4\)

*Joint or Collective*—Some collective entity must be posited to achieve a fully explanatory analysis of events.

*Joint element held/expressed by a group* - The collective entity itself possesses an interest, makes a decision, holds a belief, etc. (For example, the Philosophy Department believes that Steve Phillips is the best candidate for the job opening, even though each one of its members favors either Tom Stevenson or Rory Smoot).

*Collective element held/expressed by individuals* - A collective entity needs to be posited as the entity on behalf of which an individual is acting, expressing a reactive attitude, etc. (For example, the Provost decided, for the University, that classes would be cancelled due to snow.\(^5\)

Obviously, the mere fact that an interest, decision, belief, or intention is shared cannot, by itself, make that the interest, decision, belief, or intention of a group. John Searle provides a famous example in which everyone in a park starts running towards a shelter after it starts raining (1983:3-4). Each has an individual interest in staying dry, and all have an intention to run for the shelter, but these interests and intentions do not involve the other agents. Any given agent would continue to have the same interest and the same intention, even if she were alone (Searle 1983:4). If two agents have the same independent intention, then their intention is merely shared; it does not involve the two of them together.

\(^{14}\)As the example illustrates, even if a joint element were required for a given element to exist, that fact does transform all related elements into joint or collective elements. Numerous irreducibly joint endeavors may be required for one to have an interest in buying a vintage New England Patriots jersey, but that fact does not make the interest itself joint.

\(^{15}\)I am thankful to Bryce Huebner for his insight on these distinctions.
Some interests, decisions, beliefs, intentions, and reactive attitudes, however, directly involve the interests, decisions, beliefs, intentions, and reactive attitudes of another individual or individuals. For instance, Stacy and Bob need not merely share an intention to go to a party. Stacey could have the intention of doing so only if Bob does so as well. The same could be said if their interest were coordinated in some other manner. Stacy could easily have an interest in going for ice cream only if Bob does not go. With such coordinated elements, there is no need to posit a joint entity, a BobStacy, which has a joint intention of performing some action together. One can explain the moral significance of Bob’s intention and Stacy’s intention, including the interdependence of each one’s interest on the other’s, without making such an ontological commitment.\footnote{If no ontological commitment needs to be made, parsimony seems to speak in favor of not making it.}

Given the relative normative parsimony of analyzing a given property as shared, aggregative, coordinated, or holistic rather than collective or joint, I take the methodological starting point that owing it to us requires the existence of some genuinely collective or joint element. This analysis of owing it to us thereby assumes a default position of normative reductivism – the position that groups should not garner direct moral consideration as moral agents or moral patients. In other words, the methodological starting assumption of my analysis is that one should not consider a group a counterparty to a directed duty unless there is some morally salient feature a normative reductionist account cannot capture.\footnote{This methodological approach is thereby somewhat concessive to normative reductivism. Nonetheless, the methodology of defaulting to an individualist rather than collective analysis is rather standard, in part because it appears to be supported by considerations of parsimony. We should note as well that using such an approach does not preclude the possibility for which I eventually argue: a large swath of duties will be properly analyzed as owed to groups rather than individuals.}

This approach does not imply, however, that the group to which a duty is owed needs to
be well-structured or complex. Consider a particular example of joint activity: engaging in an improvisational sketch.

There was really only one rule I was taught about improv..."yes-and." To build anything onstage, you have to accept what the other improviser initiates...They say you're doctors--you're doctors. And then, you add to that: We're doctors and we're trapped in an ice cave...And then hopefully they "yes-and" you back...And because, by following each other's lead, neither of you are [sic] really in control. It's more of a mutual discovery than a solo adventure. (Colbert 2006:4)

Of course, not all joint activities require this level of total and complete affirmation. Participants in joint endeavors often replace “yes-and” with “no-but-how-about?” Doing so does not thereby make a given endeavor less collective. The practice of philosophy may appear, at times, to be a polar opposite ideal, with scholars constantly challenging the truth of claims and the validity of arguments. Nonetheless, there is an important insight we can glean from the “yes-and” of improv. Even philosophers, it turns out, have to affirm and shape the collective activity in which we are engaged together. At some point, collective endeavors require its participants to affirm what has been proposed\textsuperscript{18} and to play some role (however minor) in further shaping that collective activity.\textsuperscript{19}

\textsuperscript{18} To never affirm a collective activity is to engage in coordinated rather than collective activity. Consider, for example, Capital Bikeshare. Upon joining, each participant gets access to a smart-phone app that details the activity of other participants. Each can see in real-time when another has checked out a bike from a given station and returned it to another. This information about the individual actions of others helps me better deliberate about my own intentions. I can see where there are bikes available to ride, and where there are docks available to return the bike. None of the individual bike-share members, however, need to affirm some collective activity. Each of us is trying to find a station at which to retrieve a bike and a station at which to return a bike that best suit our individual interests. Knowing the similar actions of other individuals merely allows each of us to coordinate our individual intentions based on the behavior of other individuals. Using this information does not constitute collective activity, merely coordinated activity. Agents merely are making their current, rescindable, personal intentions public to better coordinate individual activity.

\textsuperscript{19} To never – in any way (even the most minor) – shape collective activity makes one independent actor rather than a participant in a collective endeavor. Return to a membership in the bike share club. The company dictates the dues, the policies, and the benefits of joining. My “membership” is merely a continuing contract. There is no ability to shape the collective activity, even in the minor way a low-level
In fact, while there are numerous normatively significant ways in which groups can differ from one another, I will refrain from imposing any further analytical constraints for groups to be potential counterparts of directed duties. Such differences between groups include but are not necessarily limited to:

1. The size of the group (e.g., whether knowledge of everyone in the group is possible)
2. Entrance conditions (e.g., whether entrance to the group a matter of free choice)
3. Exit conditions: both descriptive and normative (e.g., whether one is free to leave the group and whether, under certain conditions, it would be wrong to do so)
4. The formality of a group’s structure (some groups will have a highly codified internal structure, while some loose social groups may have little to no internal or external structure)
5. The possibility of a irreducibly joint group will
6. The possibility of a irreducibly joint interest
7. Individual identification with the collective endeavor: the extent to which group membership is a part of an agent’s individual identity;
8. The presence of firm or ambiguous boundaries
9. Whether or not the group is formally recognized by both insiders and outsiders

Although many of these differences likely are related to each other in normatively interesting ways, I believe it would be a mistake to believe that, as a matter of near tautological analysis, certain elements must co-travel, or that some are required for a group to be the kind of entity for which owing a duty to a it is possible.

Contrast this approach with the one taken, for example, by Christine Sistare, when she claims that groups with merely overlapping interests (Condition #6 above) do not and cannot become a part of an agent’s individual identity (Condition #7 above) (2001:5). She considers corporations that are created “for the purpose of providing financial benefits to individuals, including [employees and] stockholders” (Sistare 2001:5). According to Sistare, such groups are employee of a major company can shape the way in which the company’s policies are implemented. Participants in collective activity need not be equals, but all participants need to affirm the activity (“yes”), and they need to be able shape that collective activity in some way (“and”).

I am grateful to Mark Lance here.
created because the “interests of individuals that happen to coincide and are most effectively realized through collective investment,” and thereby the satisfaction of ends is enjoyed “by each member as an individual, not as a part of the whole” (Sistare 2001:5).21

So far, so good: there is an important difference, both descriptively and normatively, between a group pursuing a genuinely common good and pursuing overlapping individual interests. And it may be tempting to think that other collective elements must co-travel with this one. Sistare, for example, claims that groups that pursue a common good “matter to the individual in ways in which groups [lacking a common good] do not, and perhaps cannot ... Thus I may be distressed to be fired from SuperSox Corporation, but my loss is not [and cannot be] grounded in the loss of something central to my identity” (Sistare 2001:5).

While there is an undoubtedly rich descriptive and normative interaction between these features, I am less convinced that they must be related in this manner. So-called “Company Men” and “Company Women” often invest a great deal of their identity in the company for which they work, sometimes more than professors do in their university, even though the latter can be seen as pursuing a common good in a way the former cannot. Consider, as well, the common phenomenon of conference allegiance among college sports fans. Even though conferences such as The Big Ten exist solely to foster the good of the individual universities within them, fans commonly root for, and even identify with, their school’s conference. Perhaps “Company Men,” “Company Women,” and fans of the Big Ten are making some sort of mistake, but it seems premature to say as an analytic truth that there must be a common good in order to identify with a group. So, I will refrain from assuming, prior to investigation, that any of these elements are

21 I ultimately will defend a position that reaches conclusions very similar to these.
tautologically interrelated or that any of them are a priori necessary for an agent to owe something to a group of which she is herself a member. I merely assume that some joint or collective element must exist in order for a duty to a group to be possible at all.

1.5 The way forward

Owing it to us involves not merely duties but directed duties, duties owed to us. So, in Chapter 2, I identify three significant elements of directed duties: a counterparty’s power to waive and enforce claims, the link between directed duties and interests, and the fact that such duties are inherently and irreducibly second-personal. Unfortunately, as I will demonstrate, each of the existing attempts to justify directional duties with one or more of these elements fails to capture the full significance of the duties agents have to one another.

In Chapter 3, therefore, I defend a novel theory of directionality that locates the unifying element of directed duties in a counterparty’s prioritization of the duties owed to her. To accomplish that task, I consider an important, though often overlooked, difference between directed duties and non-directed duties: the fact that counterparties can prioritize duties owed to them. I use this intuitive notion to develop a more rigorous, philosophic account of priority. Ultimately, I argue that this intuitive notion, properly developed, forms the core concept at the heart of directed duties, pointing to the fundamental idea that when determining the strength of a directed duty, what matters to the counterparty, itself matters in special ways. With this distinguishing feature of directed duties in hand, I articulate a priority account of directionality, demonstrating why many have taken control powers, interests, or the authority to demand compliance to be so important in analyzing one agent’s duty to another.
Yet *owing it to us* does not involve the full set of directed duties, but rather directed duties that are owed to *groups*. In Chapter 4, therefore, I consider a problematic line of reasoning I refer to as ‘the collective fallacy.’ The collective fallacy leads most theorists to miss an important feature of the moral domain: the fact that a group is capable of irreducibly joint intentional action does not entail that it is an appropriate object of normative consideration, even if its members are paradigmatic objects of normative consideration. The powerful case for irreducibly collective intentional action and irreducibly joint decisions made by Philip Pettit, Margaret Gilbert and others necessarily undermines the assumption that irreducible joint actors made up of paradigmatic moral agents and paradigmatic moral patients must themselves be moral agents and moral patients. Recognizing the collective fallacy as a fallacy provides several important insights about the normative complications created by collective activity, the most significant of which is the fact that irreducibly joint casual actors can, do, and sometimes should lack the full-fledged normative status of their membership.

In Chapters 5 and 6, I apply the general analysis of directed duties from Chapter 3 to argue that groups can be moral patients, and indeed counterparties. This conclusion might seem to be a rather uncontentious, straightforward claim. At the very least, the common assumption is that voluntary agreements *with* groups engender duties *to* those groups. As I argue in Chapter 5, however, the gap between groups as causal actors and groups as objects of normative consideration highlighted in Chapter 4 alters this simple picture in two important ways. First, groups can be, and in fact often are, created as proxies for duties owed to their membership. Second, unlike individual persons, groups are not natural counterparties; joint interests are not inherently morally relevant to moral deliberations. With these findings in hand, I argue in
Chapter 6 that if a group has an irreducibly joint interest that is constitutively integrated with the interests of a subset of its membership, one can owe a duty to a group. In these cases, one can owe a duty to it, and not merely a duty to them.

Finally, owing it to us involves duties not to just any group but rather to us, a group of which an agent is herself a member. This complication raises the final set of important normative questions to be considered. Chapter 7 examines the theoretical tension inherent in the fact that duties to us are owed to a distinct extensional entity that is nonetheless one’s own. In that final chapter, I argue that since owing it to us implies that an agent could be a duty bearer while simultaneously possessing some nontrivial subset of the normative authorities as the counterparty to that duty, owing it to us provides a distinctive means by which an agent can create for herself a further reason for action: by exercising counterparty authority over her own duties.
Part II - Directed Duties to Individuals
Chapter 2
Interests, Powers, Demands, and Resentment

To capture the rich complexity of the moral domain, we need to recognize not only that agents have duties, but that they often have directed duties to others. When Tom makes a promise to Mary, for example, he does not merely have a pro tanto duty to do as he promised; he has a duty to Mary to do so. As such, if Tom fails to keep his promise, he does not merely do wrong, he wrongs Mary. Additionally, Mary’s concerns, at least defeasibly, ought to have more normative import with respect to Tom’s duty than the concerns of other, uninvolved agents. Furthermore, Mary appears to have a “special standing” to demand that Tom fulfill his promise and to rebuke him if he fails to do so. Before discussing the particularities of owing a duty to us, it will be helpful to consider first this more general category of duties, the directed duties that are owed to another.

Such considerations of directed duties are hardly novel. In fact, with increasing frequency, failure to capture directionality itself is cited as a drawback of a given theory. One sees objections that an opposing framework cannot capture the fact that a given duty is to an animal (for example, see Beauchamp 2011), to those wronged by environmental malfeasance (for example, see Shrader-Frechette 2007), to one’s friend (for example, see Jeske 2008), or to a promisee (for example, see Tognazzini 2007 as well as Kolodny and Wallace 2003). As I argue in more detail below, however, despite the increased consideration about the importance of

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22 This intuitive point is given an excellent philosophical analysis by Michael Thomson 2007. In particular, see pages 338-342.
23 This is a feature that some take to be central to considerations of rights. For example, see Dworkin 1984.
24 Some theorists, such as Joel Feinberg 1980 and Stephen Darwall 2006, take such standing to be an essential element of directed duties and claim rights. I will explicitly consider this possibility in 2.2.
directionality, existing attempts have all failed to capture the normative significance inherent in the directional nature of the duties we have to others.

Historically, directionality has been analyzed in terms of claims and claim rights. Returning to our original simplistic example, if Tom has a duty to Mary, then Mary necessarily has a claim against Tom, the content of which is the same as the content of his corresponding duty. The question about how to analyze directionality thus gets folded into the question of how to capture the nature of a claim, for the two are taken to be analytic equivalents (for example, see Hohfeld 1919:65-75, Thompson 2007: 335-342, and Darwall 2012: 343-346).

Recently, however, some have questioned the necessity of this connection. Some theorists have argued that directed duties need not entail claims (for example, see Little and McNamara 2013). I might well owe it to a former student to write a letter of recommendation after she requests that I do so, owe it to a friend to help her move if she has helped me move in the past, and owe it to a kind stranger to express gratitude for her assistance – even though none has a claim against me. Alternatively, others have suggested that claim rights need not entail the existence of directed duties (for example, see Ashford 2006; Richardson 2013). The type of positive, basic human rights codified in the U.N. Charter might capture claims we all possess, for instance, even before those claims become specifically addressed to particular agents, either individual or collective.

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25 This point has been made many times, but perhaps most famously by W.N. Hohfeld 1919.
26 Both Ashford and Richardson take themselves to be building off the frameworks of Shue 1996, and, to a lesser extent, Pogge 2002. As Richardson puts it, “It seems a mistake for a moral philosopher to let faithfulness to Hohfeld sideline human rights” (2013:7).
Against this backdrop, I propose to analyze directed duties themselves rather than the claims that may or may not universally correspond to such duties. Doing so, I contend, allows us to uncover novel difficulties with well-established theories of claim rights and to discover salient normative elements we might otherwise overlook. Since the literature on directionality focuses predominately on claims, however, I will consider those views in order launch us into a consideration of owing a directed duty to another. In this chapter, I argue that neither normative control powers, interests, the authority to demand compliance, nor reactive attitudes can ground the normative significance of the directed duties we owe to others.

### 2.1 Interests and powers

In standard circumstances, one difference between a counterparty to a directed duty and another member of the moral community lies in the interest each has in having duties fulfilled. An interest theory of claim rights builds off this distinction, holding that the puzzle of claims is best solved by equating claims with a claimant’s significant interests. Perhaps the most prominent interest theorist is Joseph Raz, who contends,

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\text{X has a [claim] right iff X can have [claim] rights and, other things being equal, an aspect of X’s well-being (his interest) is a sufficient reason for holding some other person(s) to be under a duty. (1986:166)}
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27 I am not advocating that directionality and claims must be distinct. Rather, I contend the possibility that they might be gives us a reason to investigate directionality as a moral phenomenon that could be independent of claims. Even if it turns out that directed duties entail claims, claims entail directed duties, or the two entail one other, I believe that an investigation focused solely on directed duties can shed new light on directionality, as well as on the claims that, at the very least, often accompany such duties.  
28 Perhaps unsurprisingly, I am indebted to Margaret Little and Henry Richardson for this insight.
Other interest theorists offer slightly different conditions. Details aside, however, in an interest theory, claimants are understood as the counterparts to duties that are grounded in a specific way, namely on claimants’ interests (rather than on some authority a claimant possesses or on some particular deontological principle). According to an interest theory, claims are fundamentally linked to normative justifications. The interest theory thereby seeks to account for both why Φ’ing is a duty and why Φ’ing is a directed duty to another.

Shifting our attention more specifically to directed duties, an interest theory, as a theory of owing a duty to another, holds:

An agent (B) has a duty to another agent (A) to Φ if and only if A has some particularly strong type of interest that grounds B’s duty to Φ.

For example, if a cat’s pain is the reason that kicking the cat is wrong, refraining from kicking it is thereby a duty owed to the cat. An interest theory as a theory of owing a duty to another thereby highlights a significant normative insight about directionality. In an important sense, we wrong the cat if we fail to regard its pain as a direct, reason-giving feature of the world. In that case, we would fail to regard properly the normative significance of the cat and the limitations she places on our potential normative freedoms. In other words, an agent does not merely violate a deontic principle by failing to regard something in the normatively appropriate manner. An interest theory, as a theory of directionality, leads us to the conclusion that these types of deontic...

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29 Other prominent interest theorists include MacCormick 1982 and Kramer 2001. Although some interest theorists appeal to the Utilitarian tradition of Bentham and Mill, the two need not rise and fall together. 30 One could have an interest theory of directionality like Raz’s interest theory of claim rights that further stipulates that the entity must be able to have duties owed to it. Perhaps cats could not meet that criterion. For those who may be skeptical, replace the example of a cat with one of an infant. The insight is similar even if more limited in its scope.
principles can be *directional* in nature. One can *do wrong* by failing to regard something appropriately, and one can *wrong another* by doing so as well.\(^{31}\)

As many have pointed out, however, accounting for claims via interests presents a difficulty with respect to third party interests.\(^{32}\) Another agent, C, could have a greater interest in B’s duty to A to Φ, but that need not imply that C necessarily has a claim against B. Friends, family, and fans could have a greater interest in seeing that duties owed to others be fulfilled, but that fact need not transform them into further claimants.\(^{33}\)

I believe that this well known limitation of the interest theory as a theory of claims points to an even more foundational problem for an interest theory as a theory of directionality. Grounding directed duties via interests loses one of the most significant, distinctive elements of such duties: their relational and non-transitive nature. If B has a duty to A to Φ, and B has a duty to C to Ψ, it is not the case that C has a duty to A, even if C’s Ψ’ing is required for B’s Φ’ing. The friends of my friends are not necessarily friends of mine. Similarly, the counterparties of my counterparties are not necessarily counterparties of mine.

Imagine that I have promised to give my couch to Lauren to help furnish her new apartment. This duty remains a duty to *Lauren* even if another party has a significant—indeed, more significant—interest in my compliance. Even if Lauren conditionally promises her current, well-worn couch to Greg, who has no couch at all, her duty to Greg does not entail my duty to Greg.

\(^{31}\) Intuitively, this seems to be an important feature of owing a directed duty to another. For those who do not share this intuition, Sections 3.2-3.4 should provide further support for it.

\(^{32}\) See Hart 1955:81, Sreenivasan 2005:262, and Wenar 2005:232 for a more detailed consideration of the objection that third party interests demonstrate that the interest theory is too exclusive, *i.e.*, it mistakenly categories some non-claimants as claimants.

\(^{33}\) See Kramer and Steiner 2007:284-287 for one response to this objection against the interest theory as a theory of claims.
However, it would be difficult for an interest theory, as a theory of directionality, not to adopt a closure rule in these kinds of cases. I have a duty that must be fulfilled in order for Lauren to be able to fulfill her duty, and Lauren’s duty is grounded, in part, on Greg’s significant interests. I would violate a duty if I did not give my couch to Lauren, and it would be a violation, in large part, because of the impact on Greg’s interests. This link between my duty and Greg’s interests becomes particularly evident if I were to ask Lauren to release me from my promise. In that case, Lauren may reply that she is normatively prohibited from doing so because of the impact to Greg.

The interest theory’s conclusion that my duty to Lauren engenders a further duty to Greg is problematic because it loses the important relational aspect of directed duties. The duty bearer and the counterparty are linked by the duty the former has to the latter (Sreenivasan 2010:467; Thomson 2004:338). Tom owes it to Mary to keep his promise, and I owe my couch to Lauren. Owing a duty to another (as opposed to simply having a duty) is fundamentally a relational normative phenomenon. As the example above illustrates, however, there are times in which an interest theory, as a theory of directionality, will not be able to account for that foundational feature.

Fortunately, interests are not the only normatively significant element involved in directed duties. The second major theory to consider is the will theory. Once again, in the literature, the will theory is most developed as a theory of claims; so we begin our considerations of the will theory as theory of claims. The view begins with the notion that, inarguably, claimants often possess some normative powers simply by virtue of being claimants. Given the normative importance of these powers, one might believe that they provide the best way to

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34 I am thankful for Henry Richardson for helping locate the source of the issue at hand.
capture the significance of claims. A will theory of claims does just that. H.L.A. Hart, perhaps the most prominent will theorist, contended that possessing a claim is equivalent to possessing three powers:

(i) the power to waive X’s duty or not
(ii) the power to enforce X’s duty or not, given that X has breached it
(iii) the power to waive X’s duty to compensate. (1982:183-184)

Particular will theorists may disagree about whether a counterparty must possess the full set of such powers. Details aside, however, a will theory, as a theory of claims, reduces claims to clearly enumerated, normatively significant powers, such as the power to waive and the power to enforce. If A has the power to control B’s duty to Φ in some important way, then A has a claim against B that B Φ.

Importantly, will theories differ from interest theories not only in their justificatory grounding, but also in their intended purpose. A will theory’s intended function is more modest: to explicate how the existence of a claim alters the moral landscape in ways the existence of a mere duty does not. More specifically, the will theory focuses on how claims alter normative authority, where such authority is analyzed as the standing to maintain or eliminate a pro tanto duty. Unlike an interest theory, a will theory does not attempt to explain why a counterparty is a counterparty; for will theorists, having such authorities and being a counterparty are simply analytic equivalents.

Shifting our attention more specifically to directed duties, a will theory as a theory of owing a duty to another holds,

An agent (B) has a duty to another agent (A) to Φ if and only if A has some set of normative control over B’s duty to Φ.

35 Other prominent will theorists include Wellman 1985 and Steiner 1994. Although some will theorists appeal to the Kantian tradition, the two need not rise and fall together.
A will theory as a theory of directionality thereby highlights another important insight about the nature of directionality. In order for an agent to make her life her own, she must have the ability to take on ends and prioritize some projects over others, an enterprise that would be aided by having the power to release some duties and enforce others.

Unfortunately, the will theory, like the interest theory, has significant limitations not only as a theory of claims, but also as a theory of directionality. First, the will theory appears to have difficulty grounding inalienable claims and directed duties that cannot be waived. The will theory contends that B owes a duty to A if and only if A has some measure of control over B’s duty, but there appear to be some duties B has to A that do not correspond to any control power of A. The duty of B to respect A, as well as B’s duty not to enslave, torture, or kill A, all seem to be duties that B has to A that A cannot waive. Second, the will theory has a difficulty grounding the claims of, and duties to, incompetent parties. Many want to allow for the possibility that infants, the infirmed, and perhaps even certain non-human animals have claims – even though they lack the ability to exercise any normative control powers.\textsuperscript{36}

Inalienable claims and duties to incompetent parties are well known difficulties with the will theory. I believe that these two well-known problems also point to a third: a proper understanding of authority reveals that authority-based duties are different from directed duties, and it will be difficult, if not impossible, for it the will theory to capture that distinction. Let me explain.

Intuitively, if B owes a duty to A, then A is owed the fulfillment of that duty. As W.D.

Ross notes, if I owe it to you to return your book, “however carelessly I pack or dispatch the book, if it comes to you, I have done my duty, and however carefully I have acted, if the book does not come to hand I have not done my duty” (Ross 1930:45). Ross’s point is about the duty bearer: I fulfill my duty only if I successfully return your book. However, this claim also implies something significant about the counterparty: prima facie, you are owed the successful return of your book.37

Significantly, a counterparty is owed the fulfillment of a duty even if she never exercises any authority. Even if a counterparty alienates herself from all counterparty authority, that fact does not imply that she is no longer owed the successful completion of another’s duties (e.g., the successful return of her book). Incompetent counterparties are just the most extreme instantiation of this more general problem: even though incompetent counterparties lack any authority, it should be uncontroversial to point out that one can wrong and not merely harm infants, the infirmed, and, many will argue, certain non-human animals, by not fulfilling the duties regarding them (e.g., by assaulting them).

I contend that the situation is different when one agent has authority over the duties of another. If C possesses an authority over a duty of D’s, then C is owed respect for her authority rather than fulfillment of the duties over which she has authority. To see why, one needs to recognize that while respecting authority generally corresponds to fulfilling the duties over which that authority applies, an agent can fulfill a duty without demonstrating the proper respect for authority, and she can respect another agent’s authority without fulfilling a duty (Owens

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37 If I were extremely conscientious and meticulous in dispatching your book, but, nonetheless, I failed to return it to you, you could meet my question, “What else do you want from me?” quickly and appropriately with the response, “I want my book back” (or some appropriate equivalent, if getting your book back were no longer possible).
Consider first the possibility of fulfilling a duty without demonstrating the proper respect for the authority over that duty. For example, Becky could fulfill a duty while making it clear that she does not acknowledge that Tom has any authority over her, perhaps even saying explicitly, “You've got nothing to do with it.” In this case, if Tom were a legitimate authority, Becky would wrong Tom by disrespecting his authority, even though she fulfills the duty over which he has authority.

Consider next the possibility of respecting authority without fulfilling the duty over which one has authority. This possibility may not be as immediately apparent as the previous scenario, for an agent generally possesses a continuing authority, either over the directed duties owed to herself or over the directed duties owed to others. Nonetheless, the possibility of limited duration proxies demonstrates that respecting another’s authority does not require fulfilling the duties to which that authority applies.\textsuperscript{38} Consider, for example, the possibility of a proxy who could exercise counterparty authorities on your behalf while you were away. This proxy could exercise the authority to enforce breached duties, perhaps by telling me I have to replace the book of yours that had been lost in transit. It seems that I have not wronged your proxy nor disrespected her if I accept her authority, accept this duty, and then take extreme diligence in dispatching a second book. I have not wronged her nor disrespected her authority even if the second book is still not there when you return.\textsuperscript{39}

\textsuperscript{38} Since an authority generally possess the continuous ability to speak for a counterparty, it is easy to mistakenly conflate aspects of directed duties with aspects of authority-based duties. I will have more to say about this issue in Chapter 3.

\textsuperscript{39} If I were extremely conscientious and meticulous in dispatching your book and nonetheless it was not returned to you, it is not clear what your proxy could say in response to my query of “What else do you want from me?” if she no longer possessed the authority to speak for you in any way.
Cases like that of Becky and Tom demonstrate that an agent can fulfill a duty without demonstrating the proper respect for the authority over that duty. Additionally, cases of best effort failure demonstrate the possibility of respecting authority without fulfilling the duty over which one has authority. Taken together, these facts create a strong case for believing that authority-based duties are distinct from directed ones. Since the will theory of directionality equates directionality with authority, however, it will be difficult, if not impossible, for it to capture that distinction.

The analysis in this section is not intended to provide knockdown criticisms of the will or interest theories as theories of claims. Rather, I contend that once we construe the will and interest theories more specifically as theories of *owing a duty to* another rather than as theories of claims and claim rights, we will find them wanting in terms of their ability to capture the intuitive, inherently relational aspect of those directed duties. Although a satisfactory theory of directionality ought to explain the powers to waive and enforce and the link between directed duties and interests, it ought to do so without abandoning the relational, non-transitive nature of directed duties. Regardless of their success as a foundation for a theory of claims, neither normative control powers nor interests can ground the normative significance of the directed duties we have to others.

### 2.2 Demands and complaints

So far, we have looked at the interest and will theories. A third approach to unpacking directionality focuses on the special standing of a counterparty to demand compliance for the duties owed to her and to complain when those duties have been violated. Theorists who focus
on this significant element of directionality, philosophers sometimes labeled as “demand theorists,” attempt to highlight an important element that is lost when directed duties are reduced to a counterparty’s normative control powers or interests. 40

According to these theorists, after a duty has been violated, a counterparty possesses “a privileged authority to complain or object … not shared by mere observers” (Wallace 2007:29). Additionally, counterparties have “a distinctive discretionary second-personal authority” to legitimately demand that duties owed to them be fulfilled (Darwall 2012:350). In fact, according to these theorists, it is the possibility of “claiming” directed duties that gives these duties their special significance (Feinberg 1980: 155). 41 According to Darwall, “failure to account for this distinctive second-personal aspect will miss an essential element” of the directed duties we owe to one another (2012:350).

Darwall may well be right on this last point, but without further analysis, any “distinctive discretionary second-personal authority” or “privileged basis for complaint” lacks the requisite content to delineate counterparties from third parties (Raz 2010:292). Counterparties may possess some type of normative authority above and beyond the power to waive and enforce, but they lack the type of constitutive authority typically possessed by military officers and

40 This is a term used by Wenar 2011. I will follow the use of the term in this section, but as may become clear, it is less clear to me that these theorists offer a reductionist view of claims the way will and interest theorists do.

41 The theorists under consideration take claiming rights/demanding that rights be fulfilled to be an exercise of a specific type of normative authority. As such, purported demands that lack the necessary authoritative grounding are not properly analyzed as demands. Apparent demands, such as the “demand” to return a book an agent mistakenly believes to be her own, lack a necessary analytic component to be a demand, in the same way apparent orders given by confused Sergeants to common citizens lack the necessary analytic components to be an order. Other theorists, such as Harel and Elon 2013, argue that this approach disregards the important link between the demands of a claimant and the demands of a purported claimant. In this section, I follow the usage of the “demand theorists”: licit demands imply the existence of a directed duty. I argue that even if we grant “demand theorists” this more limited conception of demanding, there is still a difficulty for grounding directionality with the authority to demand compliance.
government officials. To return to our original example, Mary cannot establish Tom’s duty to help her. He already has that duty, and it was created not by Mary’s authority, but rather by his promise to her.

Equally problematic is the following: since, at times at least, third parties can legitimately demand that duties be fulfilled and complain that they have not been fulfilled, one must guard against the possibility of losing any distinguishing feature about how directed duties are duties owed to counterparties (Raz 2010:286). Intuitively, there is a difference between counterparties, who have the authority to demand as their due, and third parties, who can demand that the morally required action be performed. Darwall captures the force of this intuitive distinction nicely when he says, “each person has a distinctive set of individual authorities over others’ conduct with respect to his feet that he doesn’t have with respect to the treatment of other people’s feet” (2012: 348). However, the difference cannot be merely the power to waive one’s claim against having others stand on one’s feet, lest the demand theory risks collapse into a will theory; and leaving it as a merely intuitive distinction cannot do the work required to delineate counterparties from the rest of the moral community. Some further analytic delineation would be required between a counterparty’s demanding as her due and a third party’s demanding that morally required action be performed.42

Even if these issues could be resolved, however, a more foundational problem remains for linking directionality with the authority to demand compliance. The authority to licitly demand that another Φ requires Φ’ing be an all things considered duty, but directed duties are pro tanto duties. To demonstrate this fact, consider Judith Thompson’s example of a basic case

42 I will discuss this distinction in greater detail in Section 3.4.
of conflicting duties owed to others: a parent has promised identical items to both of her children; then, “it turns out to his horror that he is able to locate only one” (Thompson 1990:82). It cannot be the case, all things considered, that the parent ought to fulfill both duties, because he is unable to do so. Further, the parent’s directed duty to one child can be overridden by other more pressing moral considerations, such as equal consideration.\(^{43}\) B’s directed duty to A to \(\Phi\) does not imply that in all possible circumstances, B ought to \(\Phi\) (Sreenivasan 2010: 469). No directed duty provides a conclusive all things considered ought; these duties are, by their very nature, pro tanto duties (Thompson 1990:80-86; Sreenivasan 2010:257-274).

Yet counterparty status, and some specific kind of authority, remains, even when other ethical considerations outweigh the corresponding duty. In such cases, there is generally some other, lesser duty owed to a counterparty, such as the duty to notify.\(^{44}\) Furthermore, even if a duty is outweighed, a counterparty can still be due reparations for the failure to fulfill that duty. Consider, for example, the case of Vincent v. Lake Erie Transportation Company.\(^{45}\) In that case, the danger to life and property threatened by an impending storm outweighed the pro tanto duty not to secure a boat to a dock owned by another without prior authorization. Yet special status remained: the dock owner nonetheless could be due compensation for damage caused by actions that were all things considered appropriate. Special status notwithstanding, the concept of demanding seems oddly out of place. While there often may be a pro tanto equivalent of licit all

\(^{43}\) There may be cases in which directed duties conflict with other considerations of justice (Griffin 2008:64). Perhaps in some particular manifestations of this more general case, a parent could have certain duties of equality that will dictate that she should choose not to fulfill either duty, rather than fulfilling only one of them. (E.g., perhaps a parent should not give the promised item to either child if the children are unable to share the item peacefully).

\(^{44}\) For a more detailed consideration of the duty to notify, see Alonso 2009: 455-465.

\(^{45}\) For a more robust analysis of this case, see Christie 2006.
things considered demanding, it seems more appropriate to refer to the communication as “urging what is one's due” or “pressing the importance of one’s due.”

However, these findings press on the viability of trying to link directionality with the authority to demand or complain. Since there are cases in which an agent has a duty owed to her but cannot licitly or aptly demand that it be fulfilled, being a counterparty to a directed duty cannot be equivalent to having the authority to all things considered demand. Replacing ‘the authority to demand’ with ‘the authority to press the importance of one’s due’ cannot solve this problem. To do so would link having a duty owed to one with having the distinctive authority to aptly press the importance of that duty. Without some further analysis, such a move risks circularity.

2.3 Directionality and reactive attitudes

At times, Darwall attempts to mitigate the limitations of linking directionality and demanding by appealing to reactive attitudes (Darwall 2010: 265-270). While counterparties can resent wrongs, third parties can express indignation. Perhaps, given this appeal, one could believe that Darwall actually intends to ground the distinction between counterparties and third parties on differences in apt reactive attitudes rather than on the authority to demand compliance. In this section, I consider the possibility that the distinction between resentment and indignation might be able to ground directionality. Ultimately, I contend that reactive attitudes cannot provide the requisite theoretical foundation to capture the directed duties we owe to others.

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46 This is a move Darwall has made in informal dialogue.
47 See previous note on the analysis of the authority to demand. If licit demanding is an exercise of normative authority, as demand theorists take it to be, then one can only all things considered or pro tanto demand if one is in fact the counterparty to a directed duty. I am grateful for Mark Lance for highlighting some of the different ways in which a counterparty could press a claim.
Let us begin by briefly considering the important link between reactive attitudes and directed duties. Reactive attitudes are emotional states that have a specific type of directional content (Tollefsen 2006:223; Wallace 1994:33). An agent is not merely resentful, indignant, or full of grief. Rather, she resents the agent who wronged her by $\Phi$’ing; she is indignant at another for $\Psi$’ing; she is full of regret at her own failure to $\Theta$. In other words, reactive attitudes contain an evaluative component that is directed towards a specific agent (Wallace 1994: 19).

Traditional analyses of reactive attitudes contend that the reactive attitude that is appropriate for an agent to feel when $B$ wrongs $A$ by $\Phi$’ing is dependent upon whether that agent is $A$, $B$, or some other member of the moral community. If Tom steals from Shanna, for example, he has changed the moral relationship between himself and Shanna. He has also changed the moral relationship between himself and the rest of the moral community. However, those two relationships have been altered in importantly distinct manners. Shanna can resent Tom, Tom can feel guilty for what he has done, and the rest of us can express indignation.

So, one initially might believe that the following criterion can capture the link between directionality and reactive attitudes:

An agent ($B$) has a duty to another agent ($A$) to $\Phi$ iff $A$ could resent $B$’s failure to $\Phi$.

As stated, however, the distinction between resentment and indignation is too crude to support this criterion. As Raz notes, nothing prohibits one agent from forming beliefs about another’s conduct, nor is there generally any prohibition, either descriptive or normative, against having particular feelings or emotions in reaction to the conduct of another (Raz 2010:290-292). For example, if $A$ were famous, some of her fans might very well express first-personal resentment

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48 I want to thank Bryce Huebner for this point.
rather than third-personal *indignation* against B when B wrongs A by Φ’ing.

So, the real distinction between counterparties and third parties with respect to reactive attitudes is as follows:

An agent (B) has a duty to another agent (A) to Φ *iff* A could aptly resent B’s failure to Φ.

This more precise formulation demonstrates the likely reason no theorist has explicitly grounded directed duties on reactive attitudes. Generally, apt resentment is differentiated from inappropriate resentment by appealing to the existence or absence of a wrong done to a given agent. The celebrity’s resentment is apt because *she* was the one who was wronged; her fan’s resentment is not apt because he *himself* was not wronged. Given the current task to account for directionality, however, this distinction brings with it serious concerns. Appealing to the existence or absence of a wronged party would simply beg the question at hand. On the other hand, appealing to some other criterion to differentiate apt resentment from inappropriate resentment (*e.g.*, constitutive interests) would shift the theoretical foundation. Such a theory would not be a reactive attitude theory of directionality, but rather a theory based on the element that delineates apt resentment from inappropriate resentment (*e.g.*, an interest theory).

Furthermore, reactive attitudes seem ill-suited to account for the important elements of directionality highlighted in the last two sections. It is not clear, for example, how a distinction in moral psychology can ground the powers frequently possessed by counterparties considered in Section 2.1. Additionally, given his frequent focus on the prospective distinction between counterparties and the rest of the moral community (*e.g.* the authority to demand’s one’s due before a duty has been breached), Darwall himself ought to be particularly hesitant to reduce

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49 Or, more accurately, no theorist of which I am aware has explicitly grounded directed duties on reactive attitudes.
directionality to a difference in reactive attitudes, attitudes that are appropriate in response to actions. By themselves, facts about apt reactive attitudes cannot ground directionality.

2.4 Alternative accounts

Due to the problems with the solutions considered above, some contend instead that no unifying element can capture the nature of directionality. Again, returning to the analysis of claims more prevalent in the literature, in this section I consider two alternative theories: the hybrid theory of claims advanced by Gopal Sreenivasan and the role-based theory of claims advanced by Leif Wenar. Unfortunately, as I argue below, each has its own problem as a theory of directionality. Sreenivasan’s hybrid theory misconstrues the normative significance of inalienable duties, and Wenar’s theory fails to explicate how the existence of a directed duty alters the moral landscape in ways the existence of a non-directed duty does not.

Let us consider first the hybrid theory of claims advanced by Gopal Sreenivasan. According to Sreenivasan,

“X owes a duty … to Y [to Φ] just in case Y’s measure (and if Y has a surrogate Z, Z’s measure) of control over a duty of X’s to [Φ] matches (by design) the measure of control that advances Y’s interests on balance.” (2010: 488)

Sreenivasan believes this solution, which includes elements of the will theory (“Y has a measure of control”) and the interest theory (“that advances Y’s interest on balance”), can avoid the problems of each. According to Sreenivasan, this hybrid theory can justify why agential counterparties can waive claims (because giving them that measure of control advances their interests on balance) and why duties are due to the incompetent (because giving control of those duties to a designated surrogate advances their interests on balance).
Regardless of its success in solving these problems, Sreenivasan’s solution has its own limitation with inalienable duties. According to Sreenivasan’s hybrid theory, inalienable directed duties are inalienable because having the power to eliminate these duties would not advance an agent’s interests. Unfortunately, this approach misplaces the normative significance of such inalienable directed duties, because there appear to be some cases in which waiving such a duty would advance an agent’s interest on balance.

Consider, for example, a case in which Y could forfeit his right to decide with whom and when to have sex. Y grants a certain person, X, the right to have sex with him whenever X wants, regardless of whether or not Y is in the mood. X, in turn, agrees to pay Y a great deal of money. The fact that the sex may be unpleasant at times and that Y forfeits his right to say no in advance will have additional negative impacts on his interests. However, in principle, the benefits of the arrangement could outweigh these negative impacts (perhaps X is very old and very rich, so the arrangement will be short-lived and the sex will be infrequent, but the money will be substantial). We could construct similar cases that, in certain conditions, could justify forms of life-long indentured servitude. Sreenivasan’s hybrid theory holds that counterparties should have the power to waive these “inalienable” duties iff doing so actually is in their best interests on balance. But this solution thereby seems to miss the core constitutive element that makes these duties normatively significant. In effect, Sreenivasan’s framework risks turning inalienable directed duties into mere paternalistic protections.

It is not clear that Sreenivasan actually offers a distinct, alternative solution to the puzzle of directionality. Since the ultimate measure is what “advances Y’s interests on balance,” there is a real danger that Sreenivasan’s hybrid theory is an interest theory with an elaborate will theory façade (See Kramer and Steiner 2007 for a more detailed analysis of this objection). As such, I fear his solution will be plagued by the same third-party problems that plague the interest theory. If A’s strongest interests were to have B’s interests satisfied, then it is not clear, in Sreenivasan’s theory, why A would not also be a counterparty to any duties owed to B.

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However, Sreenivasan is not the only theorist to advance a novel theory of claims. Leif Wenar develops a role-based framework for claim rights (2013). Wenar contends that [a] system of norms (such as a legal system or a game) refers to entities under certain descriptions that are roles, such as “parent,” “journalist,” “convict,” “goalie,” and so on. Within such a system, claim-rights correlate to those enforceable strict duties that the relevant role-bearers want to be fulfilled. (Wenar 2013: 208-209)

A given entity’s claims thereby will be based on the various roles and kinds she inhabits (Wenar 2013:206-207). Importantly, these claims will have different, independent groundings. According to Wenar, this framework can explain why some duties can be waived while others cannot; and it can explain why some directed duties must correspond to a counterparty’s best interests while others need not (2013:208-218).

More specifically, Wenar advances a framework for delineating the directed duties that correspond to claims from the broader set of all duties. According to Wenar, D has a duty to R to Φ iff

1. some D (qua D) has a duty to Φ some R (qua R);
2. R’s (qua R’s) want such duties to be fulfilled; and
3. enforcement of this duty is appropriate, ceteris paribus. (2013:209)

Wenar believes that these conditions can delineate claimants from third parties across a wide range of distinct systems of norms. This framework can demonstrate, for example, why a

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51 Wenar’s use of the term ‘role’ does not refer to a voluntarily undertaken position, but rather to a pattern of rights and duties an entity possesses due to a particular dynamic status it inhabits (C.f. Luban 1988:105-106; Linton 1936:113).
52 All page numbers are based on a draft of a forthcoming piece.
53 Wenar believes that, at times, the term ‘role’ can be too restrictive. He eventually settles on the term ‘kind’ to capture a set of entities within a system of norms that have claims because of their membership in a particular class. So, while a cat and a human might share the “kind” of sentient creature, for instance, the latter can inhabit other “roles” the former cannot.
54 Wenar takes the set of directed duties that correspond to the claims of another to be analytically equivalent to the entire set of directed duties.
promisee, a goalie, and a custodial parent can all be claimants.

Let us first consider the claim of a promisee. Straightforwardly, a promisor has the duty to do as she promised. Furthermore, so long as the promissory duty exists, a promisee *qua* promisee wants the duty to be fulfilled. After all, the promisee consented to the duty’s creation, and she has not yet waived the duty. Finally, enforcement of promissory duties is generally appropriate. Therefore, Wenar’s framework provides us with the appropriate conclusion that a promissory duty is owed to the promisee.

A similar analysis works for goalies and custodial parents. Within the system of norms of soccer, opposing players have a duty not to obstruct the goalie. Furthermore, goalies *qua* goalies have a reason to want not to be obstructed. Not being obstructed helps them fulfill their function as goalies. Finally, enforcement of these duties is generally appropriate within the norms of soccer. Therefore, Wenar believes his framework can capture the fact that the duty not to obstruct the goalie when in possession of the ball is a directed duty *owed to* the goalie.

Additionally, Wenar believes his framework can capture the fact that if a non-custodial parent has a duty to pay child support to a custodial parent, then that duty is a directed duty *owed to* the custodial parent. After all, the duty to pay child support is a duty non-custodial parents have *as* non-custodial parents. Custodial parents *as* custodial parents have reason to want the support to be paid (because the money will help them to do their job as a parent), and enforcement of the duty is generally appropriate (Wenar 2013: 201-211).

However, by focusing on the interests of those contained in the content of a duty, Wenar’s framework runs the risk of misidentifying the relevant counterparty in multiparty cases. Consider, for example, the duty of a spouse to spend time with her wife’s friends. This duty
clearly meets the first condition: a spouse *qua* spouse has a duty to spend time with her spouse’s friends because they are her spouse’s friends. It also meets the second criterion. A spouse’s friends *qua* friends want these duties to be fulfilled. (They would fail to count as friends if they did not.) Yet intuitively, it seems that these are duties owed to a spouse rather than to her friends.

Wenar could try to dismiss this counter example because it does not meet the final condition of enforceability. Wenar believes that enforcement of duties is rarely appropriate within more intimate affiliations (2013:214). He speculates that this feature may explain why we should be wary of any talk about the claim rights possessed by friends and partners. Even if Wenar’s considerations about enforcement were accurate, however, this analysis could not be extended to the entire class of directed duties.\(^5\) Even if intimates cannot have claim rights against one another, this fact would merely provide us with a further reason to sever consideration of claims from consideration of directionality. After all, we are not wary of speaking about the duties that a spouse owes to her wife or that friends owe to one another.

More importantly, these types of cases also could highlight a broader problem for Wenar’s framework, for similar, problematic multiparty cases exist in which the enforcement criterion is clearly not at issue. For example, the duty not to obstruct a goalie when in possession of the ball may be better analyzed as a directed duty owed to the opposing team rather than one owed to the goalie herself. Similarly, the duty of a non-custodial parent to pay child support may be better analyzed as a directed duty owed to the child, a duty for which the custodial parent merely acts as the child’s surrogate, rather than a duty owed to the custodial parent directly.

\(^5\) I am skeptical of this quick dismissal of the possibility of enforcement. Friends and partners often enforce the duties owed to them, especially if they feel that they have been neglected—although enforcement certainly takes a different form in intimate relationships than in other, more adversarial relationships.
Of course, Wenar could counter that his framework does identify the counterparty appropriately in these cases. He could reply that these are directed duties owed to goalies and owed to custodial parents. However, this potential reply uncovers a possibly more troublesome theoretical difficulty for Wenar’s framework; for at this point, it is not clear how the disagreement could be resolved. Even more worrisome, it is not clear what difference that resolution would make. The concern is not merely that Wenar’s framework occasionally may identify the wrong counterparty; more significantly, one might worry that Wenar’s framework does not make clear what difference the determination of counterparty status would make at all.

The problem lies in the extremely restricted purpose to which Wenar believes a theory of claims and directionality ought to be limited.

The analysis needs to travel across many normative realms, so it must travel light. The analysis carries no commitments regarding the justification … or the priority of [directed duties] … this analysis merely says that if there is a system of norms, and if those norms refer to certain roles, then there is a claim-right within that system of norms (Wenar 2013: 209-210)

Wenar contends that a theory of directionality should not make a commitment about the justification of directed duties or about the relative priority of directed duties versus non-directed duties. Even if we were to agree with him on these points, however, we should recognize that a theory of directionality cannot be so minimal that it fails to locate some normative significance inherent in the fact that a directed duty is a duty B owes to A. A theory of directionality must be able to delineate counterparties from third parties, but it cannot be limited to that task alone. It must also be able to articulate some way in which that delineation matters morally. A theory of directionality ought to explicate how the existence of a directed duty alters the moral landscape

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(46) Extending Wenar’s metaphor, we might require a theory of directionality to travel light but nonetheless require a carry-on.
in ways the existence of a non-directed duty does not. Otherwise, we risk losing any reason (even a purely academic one) to engage in the task of delineation at all.

2.5 Conclusion

In this chapter, I have identified three significant elements of directionality: a counterparty’s power to waive and enforce claims, the link between directed duties and interests, and the fact that directed duties are inherently and irreducibly second-personal. I also have identified two tasks a theory of directionality ought to complete. First, a theory of directionality must be able to delineate counterparties from third parties. Second, it must be able to articulate how that delineation matters morally.

Unfortunately, each of the existing attempts to ground claims on one or more of these significant elements of directionality fails to capture the full significance of the duties agents have to one another. The systemic problems with such approaches leave the puzzle of directionality unresolved. We are left not far from where we began, with a belief that directionality is a significant aspect of the moral domain, but without an adequate understanding of what it is for one to owe a duty to another. So, in the next chapter, we consider anew the normative significance inherent in the directional aspect of the duties we owe to others.
Chapter 3
A Priority Account of Directionality

“The heavens themselves, the planets, and this centre
Observe degree, priority, and place” - Shakespeare\(^{57}\)

A duty bearer and a counterparty are linked by the duty the former has to the latter
(Sreenivasan 2010: 467; Thomson 2004: 338). Tom owes it to Mary to keep his promise, I owe my couch to Lauren, and we owe it to the cat not to kick it. If B has a duty to A, a will theory, as a theory of directionality, will contend that B’s duty is owed to A because A has certain control powers over B’s duty. An interest theory, as a theory of directionality, will contend that B’s duty is owed to A because A’s significant interest justifies B’s duty. However, as I argue in this chapter, it is a mistake to try to reduce directionality to an element external to directed duties themselves.

As noted in Chapter 2, traditional theories of claims differ not only in their theoretical grounding, but also in their intended purpose. A theory of directionality ought to explain how the existence of a directed duty alters the moral landscape in ways the existence of a non-directed duty does not.\(^{58}\) While this primary task requires delineating directed duties from non-directed duties, it is fundamentally explanatory rather than analytical in nature. First and foremost, a

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\(^{57}\) This line is delivered by the character Ulysses in William Shakespeare’s The History of Troilus and Cressida, Act I, Scene 3.

\(^{58}\) To be clear, while I endorse the intended goal of the will theory, I do not intend to limit the analysis of directionality to the question of how directed duties alter normative authority. Furthermore, while I assume this more limited task for a theory of directionality, this assumption does not, by itself, preclude any particular solution. If the reason A has a duty to Φ turns out to be the same as the reason that A’s duty to Φ is a directed duty to B, so much the better. But at this point, it would seem to be a mistake simply to assume that the answers to these two questions must be linked in this way.
theory of directionality ought to explain why directionality matters, i.e., it ought to explicate the normative complications created by the fact that a given duty is owed to another. Furthermore, a theory of directionality ought to account for the significant elements of directionality identified in Chapter 2. In short, a theory of directionality ought to explain the powers to waive and enforce, it ought to capture the link between directed duties and interests, and it ought to provide some positive analysis about the way in which directed duties are inherently and irreducibly second-personal.

To accomplish those goals, I consider an important, though often overlooked, difference between directed and non-directed duties: the fact that counterparties can prioritize duties owed to them. I use this intuitive notion to develop a more rigorous, philosophic account of priority. Ultimately, I argue that the fully developed philosophical account of priority forms the core concept at the heart of directed duties. Directionality is normatively significant, I contend, because the entity to which a duty is owed has some dominion over the strength of the duties owed to her. This distinctive element can be used to articulate a priority account of directionality, an account that can demonstrate why many have taken control powers, interests, or the authority to demand compliance to be so important in analyzing the directed duties we owe to others.

3.1 Specifying duties

In the last chapter, we considered a counterparty’s powers to waive and enforce. These powers are not, however, the only authority possessed by counterparties. While the authority to make vague duties more precise has been discussed in other domains (e.g. political authority), it
also is an important authority counterparties possess, at least some of the time.\textsuperscript{59} Since this authority is limited in its scope, it may not provide the best foundation for distinguishing between non-directed duties and directed duties. Nonetheless, it a significant normative authority possessed by counterparties, and one that will become a salient part of my analysis in later chapters, so it is worth pausing to consider this authority in a bit more detail.

Sometimes, counterparties have the authority to play a constitutive role in specifying existing duties. Suppose that Steve agrees to loan Lindsay a book for “a week or two.” Ten days later, he says, “I really need that book back as soon as you can get it to me.” From this statement, Lindsay’s duties would change. While Lindsay already had a duty to return the book, that duty now has a more precise content. Significantly, this duty is not specified solely by Steve’s interests. While an agent’s interests might determine a range of reasonable actions that, in standard circumstances, would count as an appropriate specification, counterparties themselves (rather than merely their interests) have an authoritative role to play in determining what the more precise content of the duty.

Counterparties sometimes also possess the authority to play a constitutive role in determining a duty of reparation after a directed duty has been breached. Consider a case in which Tabitha fails to fulfill a promise to Samuel to tutor him. With any such duty, there comes a concomitant duty of reparation. Crucially, the counterparty himself has some power, within certain bounds, to enforce the original duty by specifying the reparation. Samuel can enforce the original duty by saying she ought to tutor him in preparation for some other exam, for instance, or by requesting that she pay him a monetary compensation. He cannot force Tabitha to do just

\textsuperscript{59} In philosophy of law, for example, considerations of the authority to specify vague duties go back at least to Aquinas. For an excellent, recent analysis of the authority to specify duties in the context of political philosophy, see Richardson 2008.
anything – she has not become his moral slave merely by her failure to fulfill a duty.

Nonetheless, because the original duty owed to Samuel can no longer be fulfilled, he now has some legitimate role to play in determining what “adequate compensation” entails. Other agents can rebuke Tabitha for her failure to fulfill her original duty. They can use reason to determine a range of reasonable actions that, in standard circumstances, would count as adequate compensation for failure to fulfill such a duty. However, they do not play the same role as Samuel in deciding what adequate compensation would be.

However, while counterparties often have some role to play in making the vague duty more precise, their authority to do so is not always unilateral. With respect to a duty stemming from a mutual agreement, for example, duty bearers and counterparties generally share a mutual authority to make the vague duty more precise. So, while the authority to play some role in making a vague duty more precise is a significant normative counterparty authority, it may not offer the best justificatory grounding for directionality.

3.2 Prioritization: From an intuitive notion to a philosophical conception

In this section, I consider another important, though often overlooked, difference between directed and non-directed duties: the fact that counterparties can prioritize duties owed to them. I then use this intuitive notion to develop a more rigorous, philosophic account of priority, one that distinguishes between de facto and de jure prioritization.

Let us start with an extremely simple case. Ted makes two separate promises to Yamilee. He first promises to proofread her metaphysics paper by August 1st, and then promises to proofread her ethics paper by August 1st. Unfortunately, on July 30th, Ted realizes, much to his
ethical chagrin, he could proofread one but not both by the deadline. So, the obvious question becomes, what should Ted do? The equally obvious answer is that, after apologizing for his inability to meet both promises, Ted should determine how Yamilee would prioritize the duties owed to her. To flip a coin or to consult his own preferences would fail to respect that these are directed duties owed to Yamilee. If Ted cannot meet both duties, then she should be the one who decides which one he ought to fulfill.

Staying with this simple case, it is easy to see why Yamilee is the one to prioritize these duties. An uncontroversial aspect of promising is that, in standard circumstances, a promise involves the transfer of moral freedom from one agent to another. Agents sometimes are accorded the moral freedom to favor their own projects over an action that would bring about a greater increase in aggregate, net utility (for example, see Williams 1973). A central feature of promises, however, is the transfer of such freedom to another (for example, see Watson 2009: 160-165). In this case, if Ted had not promised Yamilee, he would have had the moral freedom to choose to proofread her papers or not to do so. Likewise, in the absence of a promise, if Ted could proofread only one, he would have the moral freedom to choose which one. Since he promised to proofread both papers, however, he no longer has the moral freedom to refrain from reading either. Moreover, if he can read only one, he similarly lacks the ability to freely choose between them. The normative authority to prioritize between Φ’ing and Ψ’ing is simply a subset of the normative authority to choose to Φ and to choose to Ψ. If only one duty can be fulfilled,

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60 In standard cases, Ted would ask Yamilee what she would prioritize. However, prioritization is not fundamentally about discursive or deliberative duties (C.f. Harel and Yuval 2013). If Yamilee has already provided a prioritization, Ted need not seek her out.
61 This contention is meant to be a general one about the way an agent’s promise changes her subsequent moral freedom; I do not intend to advance or to rely upon any particular analysis of the fundamental normative element involved in promising.
then unless other moral considerations are involved, the counterparty’s prioritization must merit
defence. In this case, Yamilee can prioritize the duties owed to her.

To unpack and formalize this intuitive notion, let me begin by distinguishing two
different kinds of prioritization.\footnote{I am indebted to Margaret Little for her help in identifying this important distinction.} The first is \textit{de facto} prioritization, a prioritization of duties due
to a counterparty set by certain objective facts about her interests. Imagine that Ted cannot
consult Yamilee herself about which duty to fulfill because she is out of reach. Fortunately, he
has available an epistemically reliable guide that can tell him which duty’s compliance would
actually be in Yamilee’s best interests. Her interests, we might say, provide a prioritization. This
\textit{de facto} prioritization is not anything \textit{effected} by Yamilee; it is, instead, a prioritization \textit{about}
her.

The second is a very different notion – \textit{de jure} prioritization. \textit{De jure} prioritization is an
exercise of a counterparty’s authority to designate which duties she deems more significant. \textit{De
jure} prioritization is something a counterparty \textit{does}. A counterparty might consult her own best
interests, designating the duty that would best satisfy them. However, she need not do so. For
instance, Yamilee might direct Ted to favor her ethics paper because proofreading it will take
less time, and she wants to be nice to him. In other words, a counterparty may \textit{defer} a duty due to
her for all sorts of reasons having to do not with her own interests, but with other normatively
significant features. A counterparty can \textit{defer} a duty due to her even if those reasons do not
override the duty owed to her.

Alternatively, if Ted previously had demonstrated a blatant disregard for the
directionality of duties he owed to Yamilee – telling her, for instance, “I’m doing what I
promised, but you have nothing to do with it” – then Yamilee could direct him to prioritize a certain paper because doing so serves a pedagogical, developmental purpose. De jure prioritization need not be a mere reporting of a de facto interest.

In the absence of any further communication from Yamilee, Ted ought to follow the de facto prioritization set by her interest. We might thus say that Yamilee’s de facto prioritization provides the default. A de jure prioritization from an agential counterparty, however, would trump the de facto prioritization set by her interests. At least at times, a counterparty can decide for herself which duties she deems more significant.

Significantly, de jure prioritization is not an instantiation of the power to waive. Two features of this case demonstrate that Yamilee’s prioritization does not release Ted from either of the duties he owes to her. First, although Ted may no longer be able to proofread the non-prioritized paper by August 1st, Yamilee could still demand that he do so shortly thereafter. Yet she could not demand that he do so if she had waived one of her claims, because she lacks the authority to reconstitute Ted’s corresponding duty. She cannot unilaterally make Ted duty bound to proofread either of the papers; he has those duties because he promised. If Yamilee were waiving a claim, Ted would not be duty bound to read the non-prioritized paper unless he made another, further promise to do so. Second, responsibility for the non-prioritized duty remains. Counterparties can hold agents responsible for their failure to perform one duty even after another has been prioritized. In this case, Yamilee could hold Ted responsible for his failure to proofread both papers before August 1st. Such holdings would be nonsensical, however, if

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I also believe that agential counterparties, such as Yamilee, can take on ends, an activity that can change the prioritization the agents otherwise might provide. While these new ends, once adopted fully, can be captured once again by a de facto prioritization, exercising the ability to provide a de jure prioritization likely will be required when one is in the process of taking on new ends.
Yamilee had waived a claim and thereby removed a corresponding duty. Instead, Yamilee has exercised her *de jure* authority to prioritize the duties due to her, a fundamentally different activity than exercising the power to waive. All *pro tanto* duties remain; the counterparty has merely determined their relative importance by prioritizing them.

I want to argue that both forms of prioritization play important constitutive roles in determining the strength of duties, a feature that will manifest itself differently in different situations. Sometimes that change in strength will alter the all things considered deontic status of a given action: prioritization can thus make an action that would be morally permissible, morally impermissible. Other times, prioritization can change the strength of a given duty and thereby change other normatively significant elements. For example, changing the deontic strength of a duty can alter the way in which a duty ought to be fulfilled or the due care a duty bearer must take to ensure a duty is being fulfilled appropriately.

Finally, changing the deontic strength of a duty could increase or decrease the moral residue of not fulfilling a given duty. When a third party, ignorant that moral considerations have outweighed a *pro tanto* duty, tries to demand that an overridden duty be fulfilled, one can point to the other, more pressing moral considerations. If that third party continues to try to demand that the overridden duty be fulfilled, it would be apt to call him an idiot: he just does not get it. A counterparty’s determination of prioritization, however, is different. Even if a counterparty’s prioritization could not possibly change the all things considered appropriate course of action, it can amplify the moral residue of not fulfilling that duty and thereby increase the moral repair that may be required after that *pro tanto* duty goes unfulfilled.

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64 I am grateful to Margaret Little for helping me see the significance of these different manifestations.
The constitutive role played by prioritizing in determining the strength of duties is perhaps easiest to see with *de jure* prioritization, since *de jure* prioritization is a type of normative authority. Significantly, *de jure* prioritization is not a type of normative authority merely because its exercise can change the all things considered appropriate course of action. After all, there are numerous ways to alter what another agent ought to do, many of which are not related to any kind of authority. One agent could change what another all things considered ought to do by throwing a small child in a pool. However, even if one agent’s poolside mischief makes it the case that another now has a duty to aid in that child’s rescue, such a change is not properly considered an exercise of authority. This behavior does not affect the relevant duties themselves, but rather the external circumstances that establish or trigger them. Because of this distinction, standard analyses of normative authority typically center on an agent’s power to impose new *pro tanto* duties and to release existing *pro tanto* duties (For example, see Raz 2010: 290-295).

Yet creating and eliminating duties is not the only way to alter them. As any good manager in a modern office is aware, the authority to create new *pro tanto* duties is meaningless without the authority to prioritize duties. If a worker in a bureaucracy has more assignments than she can complete in a set period of time (a rather common occurrence), then having the authority to add new tasks to that list is not a useful authority unless the tasks will garner a certain normative importance. As my former Commanding Officer often would say, “I have no issue with others believing they can give you orders, so long as they recognize that I get to prioritize them.” Further demonstration of the significance of the authority to prioritize can be

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65 I wish to thank Henry Richardson for this vivid example.
seen from the following exchange from NBC’s *The Office:*

Dwight: Michael has authorized …an emergency anti-flashing task force.
Jim: Question, won’t this conflict with your other task forces?
Dwight: Answer, No - because he is making this priority one. (Stupnitsky 2007)

*De jure* prioritization is a type of normative authority because the counterparty is directly altering the deontic strength of duties themselves, rather than the external circumstances regarding those duties.

Similarly, *de facto* prioritization also can alter the deontic strength of a given duty. Even if a counterparty does not exercise any authority, she still has a special impact on the strength of duties owed to her. In the absence of the exercise of the *de jure* authority to prioritize, her *de facto* interests will prioritize the duties owed to a counterparty. However, this distinction does not diminish the *directional* nature of these duties, because what is normatively significant to a counterparty often will diverge from what is normatively significant from an impartial point of view.

Of course, a counterparty’s prioritization will not be the only relevant feature that plays a role in determining the strength of a given *pro tanto* duty. The duty not to insult another, for example, is generally less significant than the duty not to kill another. If an agent happened to be in the unfortunate circumstance in which she would have to violate one of these duties, almost universally, she should choose to violate the duty not to insult. Counterparties do not have the ability to set the deontic priority at *any* level. There are constraints on the extent to which a counterparty can impact the strength of duties owed to her. So long as A has any control over

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66 Therefore, one need not worry that prioritization gives counterparties too much authority over duty bearers. The counterparty can modify the strength of a duty only within a given range. In standard circumstances, for example, a counterparty cannot make another’s duty to return a book more significant than the duty not to assault.
the strength of B's duty to Φ, however, she maintains an important authority above and beyond the power to remind B that Φ’ing is a duty and above and beyond the power to waive her claim.

The impact of a counterparty’s prioritization is perhaps best understood within its constraints. External circumstances of all sorts – aggregate utility, others’ rights, and competing obligations – will set a range of deontic strength for a given duty. A counterparty’s de facto interests will set a default strength within that range. An agential counterparty, by determining how significant fulfilment of the duty is to her, can exercise her de jure authority to prioritize, thereby modifying that default setting, once again, within a given range. If we picture a duty as a vector, then a counterparty’s prioritization plays some role in determining its magnitude. External factors will set the upper and lower limits, and the counterparty’s prioritization sets a more precise magnitude within that range.

Picturing duties as vectors surely will be a limitedly useful metaphor, but it also can help us see why this significant element of normativity is overlooked so often: the element of significance provided by the counterparty often may seem inconsequential when compared to more objective elements. When Luke is walking down the street, the disparate importance to an Epicurean and a Stoic of not being assaulted ought not even enter into his considerations when deciding how to treat them. Such questions have no place. After all, “a duty is a duty.” This expression highlights an important feature of the moral domain; but it does not imply, of course,

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67 In other words, the range is set by all objective factors other than a counterparty’s interests.
68 I defend this relationship between de facto and de jure prioritization in more detail in the following section.
69 The breadth of the range set by objective features likely will vary based on a number of factors. In most circumstances, the more central a duty is to a counterparty’s ability to make her life her own, the greater that range will likely be.
70 Or, if you prefer, in standard circumstances, Luke’s considerations of his duties not to assault ought not be impacted by whether the potential victim has more classically Epicurean beliefs or more classically Stoic beliefs about the harms involved.
that all duties are equal in their force any more than the fact that “a debt is a debt” implies that all debts are equal in their magnitude. In the unlikely event that Luke had to assault one of two individuals to save the lives of twenty, the significance to the counterparties (a significance that was always present) now becomes extremely salient. If he cannot consult either parties’ de jure prioritization, then Luke ought to pick the Stoic, if Stoic she genuinely is, because Luke’s duty to refrain from assaulting a genuine Stoic matters less to her.\textsuperscript{71}

To belay any fears that linking counterparty significance and deontic strength would turn the Stoics into the punching bags of the world and the Epicureans into the new utility hogs, we should note that non-directional duties can become relevant to the all things considered judgment as well.\textsuperscript{72} If Luke were to find himself in a dystopian reality where he was placed repeatedly in the unfortunate circumstance of having to punch one in order to save twenty, at some point, the non-directional duties of justice and fairness would dictate that the appropriate all things considered judgment would be to pick the Epicurean. Nonetheless, we would be well served to keep all things considered judgments distinct from determinations about the strength of pro tanto duties owed to others.\textsuperscript{73}

The contention that a counterparty’s prioritization plays a role in determining the deontic strength of a directed duty owed to her is, of course, radically different from the position that others can play a role in determining the deontic strength of a directed duty. A given action could

\textsuperscript{71} Once again, if you prefer, Luke ought to assault the individual with more classically Stoic beliefs about harm.

\textsuperscript{72} The framework in Section 3.6 can be used to demonstrate that these duties are non-directed duties. Until that framework can be provided, I would ask that readers assume that the intuition that these duties are non-directed duties is veridical.

\textsuperscript{73} It follows from this analysis that while it would be a greater all things considered wrong to assault the Stoic for the nth time, we cannot assume that the duty owed to her is stronger. I would ask any who are skeptical about this contention to postpone any objection until I have had a chance to consider the limits of de jure authority to prioritize at the end of Section 3.4.
have a greater all things considered normative importance precisely because of how significant the action is to a third party. However, it would be a premature oversimplification to believe that third-party importance plays the same role as a counterparty’s prioritization. Even *de facto* prioritization is more than a mere consequential analysis; it captures what is best for the counterparty rather than what is best from a purely impartial point of view.

More importantly, as I will attempt to demonstrate in the sections that follow, counterparty prioritizations (whether *de facto* or *de jure*) play a controlling role in setting the strength of a duty to Φ. At the all things considered level, the reasons linked to counterparty prioritizations can have an exclusionary force that the third-party considerations lack.\(^74\) In other words, there will be some circumstances in which the importance of Φ’ing to any given third party will be silenced at the all things considered level, but there is never a situation in which Φ’ing remains a directed duty to a counterparty yet that counterparty’s prioritization is silenced.\(^75\) We should strive to maintain a distinction between counterparties, who have some dominion over at least some of the duties owed to them, and third parties—even third parties who are severely impacted by certain duties.

So, to summarize the findings so far, the significance to a counterparty of a given *pro tanto* duty plays a constitutive role in determining the strength of that duty. Any counterparty lacking the ability to take on ends or to exercise a transactional authority to prioritize will have

\(^{74}\) I do not intend for this distinction to depend upon any particular metaethical view about how reasons interact at the all things considered level. Anyone who is skeptical that reasons can have this type of exclusionary structure can interpret the claim to be that ‘the importance of Φ’ing to a counterparty will be multiplied at the all things considered level in a way the importance of Φ’ing to a third party is not.’

\(^{75}\) Regardless of the metaethical framework in which the distinction between counterparties and third party is presented, the support for that distinction can be found in the special significance afforded a counterparty’s prioritization amongst similar duties owed to them. I provide more support for this contention in the following section.
the duties due to her prioritized by her de facto interests. Finally, at least at times, agential counterparties can exercise a legitimate de jure authority to prioritize. In those cases, an agential counterparty can decide for herself which duties are most important to her. Such de jure authority to prioritize is not a subset of the power to waive, but it is, nonetheless, a normative authority because its exercise directly alters the deontic strength of duties themselves, rather than the external circumstances regarding those duties.

3.3 The relationship between de jure and de facto prioritization

The previous section considered the most basic case: a counterparty can prioritize amongst similar, voluntarily undertaken duties owed by a single counterparty. For ease of illustration, I used the example of two duties created by promises to demonstrate that at times, an agential counterparty can exercise a de jure authority to prioritize contrary to her interests. In this section, I argue more explicitly that the de jure authority to prioritize is not limited to cases involving the conflict of voluntarily undertaken duties or waivable duties. An agential counterparty can always exercise a de jure authority to prioritize and thereby modify the strength of the directed duties owed to her.

To do so, it will be helpful to consider another case, a variant of Bernard Williams’s famous example of Jim and Pedro (1973: 98). After a recent spate of protests, Pedro wants to demonstrate the dangers of such “revolutionary measures” (Williams 1973:98). He randomly has selected one townsperson – let us call her Tabitha – for potential execution. However, since Pedro wants to demonstrate the government’s ability to be merciful, he will roll a standard six-sided die. If the die lands on an even number, Pedro will kill Tabitha, but if the die lands on an
odd number, he will spare her life. At the last minute, however, Pedro notices Jim. Since Jim is considered an honored visitor, Pedro offers him the opportunity to participate. If Jim accepts Pedro’s offer, Jim will have to kill Tabitha only if the die lands on unlucky number 4, otherwise, she will be spared.\(^{76}\)

Let us start the analysis of this case with the intuition that both Jim and Pedro have a directed duty to Tabitha not to kill her.\(^{77}\) I contend that the key to regarding Tabitha as a counterparty to Jim and Pedro’s duties is that Tabitha’s determination of the relative importance of their various compliance is constitutively relevant to the moral import of those duties. Tabitha’s determination may not settle the question of what Jim all things considered ought to do, but it matters nonetheless in a critical way – and may perhaps even have the potential to alter what the all things considered appropriate course of action for Jim would be.

To understand my contention that Tabitha’s determination is constitutively relevant to the moral import of the duties owed to her, consider how the case would play out differently depending on Tabitha’s communications with Jim. Consider, first, an iteration in which Tabitha implores Jim not to accept Pedro’s offer. Although, in his original case, Williams takes the prisoner’s preference for Jim’s participation to be “obvious,” surely, with some imagination and

\(^{76}\) To keep the number of possibilities limited, we also can assume that Pedro has indicated that if Jim agrees to participate, roles a four, but does not kill Tabitha, then Pedro will kill all the townspeople. I want to thank Henry Richardson for his help in developing this case.

\(^{77}\) This intuition can be justified as a starting point, at least in part, by the fact that if either man were to kill Tabitha he would not simply do something wrong, he would wrong her. The intention of the following analysis is to justify that intuition, to demonstrate that Jim and Pedro both owe it to Tabitha not to kill her. Even if I am successful in demonstrating this fact, however, that conclusion does not imply that the directed duties owed to Tabitha are the only relevant duties in question. Some theorists hold that the deontic wrong of killing cannot be captured fully by the directed duty to Tabitha not to kill her. Although I do not defend the contention here, I share the belief that there are also non-directional duties not to kill. However, I do not believe anything in the following analysis hangs on whether such a non-directed duty also exists.
a denial of a Hobbesian worldview, we can conceive of a number of reasons why a prisoner might want Jim to decline (Williams 1973:99). Tabitha might believe that Jim’s participation would make a revolution less likely, she might believe that Jim’s complicity would validate the atrocities of the government, or she might believe that Jim’s actions would change the very meaning of her death. All of these possibilities involve a different rank ordering of priorities, an arrangement that may not be immediately evident to someone who would prioritize differently. However, if Tabitha were to state that she would freely choose a higher chance of death at Pedro’s hand than a lower chance of death at Jim’s hand, then Jim’s participation, if it can be justified at all, must now be justified by favoring some other prioritization of duties (perhaps his own, perhaps the prioritization of other townspeople, perhaps an objective prioritization Tabitha rationally ought to make) over the prioritization Tabitha actually provided. In effect, Jim must be able to justify why he acted in spite of Tabitha’s determination.

In the alternative scenario, Tabitha could ask Jim to go ahead and participate. Christine Korsgaard imagines a similar scenario as one in which the prisoner says, “go ahead, participate—I forgive you” (1996: 296). The choice of words in Korsgaard’s analysis is significant—and telling. Notice the prisoner does not say, “I consent,” a declaration that might seem more befitting. After all, the prisoner is trying to absolve Jim of his potential complicity, and consent has the potential to change the moral appropriateness of that action, rather than merely absolving him of a future wrong. The specifics of this case, however, may indicate why this more straightforward approach is problematic: Tabitha’s claim against being killed might well be inalienable, in which case her attempts to consent would be futile. If Tabitha cannot waive her claim against Jim not to be killed, then she also cannot consent to his participation.
On the other hand, Tabitha is not merely indicating that she will forgive Jim, nor does she bind herself to some future forgiveness. “Go ahead” is as important to this exchange as is “I forgive you.” Taken together, they suggest that the prisoner is attempting to constate some change in the normative status of Jim’s action, rather than trying to indicate that repair would be possible if he were to wrong her. Taken literally, the declaration of prospective forgiveness suggests that even with Tabitha’s consent, Jim’s participation would nonetheless need forgiving, and that his participation is something Tabitha herself could forgive. This possibility, however, would imply that Tabitha could make an action more deontically appropriate even though that action could still be pro tanto wrong and, more significantly, even though that action would still violate a duty due to her. But how can we make sense of that?

I contend we can do so by understanding the broad scope of the de jure authority to prioritize. As we saw previously, an agent can rank duties without waiving any of them. This possibility implies that Tabitha can rank the relative importance of Pedro’s duty and Jim’s duty without waiving either. In this way, she can exercise a de jure authority, making Jim’s violation of a pro tanto duty owed to her more or less deontically appropriate, even if Jim’s duty corresponds to an inalienable claim. When Tabitha says, “Go ahead, participate—I forgive you,” Jim’s participation still may involve the violation of a directed duty, but the violated directed duty is one that the counterparty herself has expressed to be less significant than the alternative possibility, a situation that also involves the violation of a duty owed to her.

As a result, regardless of how the all things considered judgments turn out, it would be more deontically appropriate for Jim to participate after Tabitha says, “Go ahead, participate—I forgive you,” and less deontically appropriate for him to participate after she demands that he
refrain. In these cases, Jim can wrong Tabitha not merely by violating a duty due to her; he can further wrong her by acting contrary to her expressed prioritization of the duties owed to her. He can wrong her by disrespecting her ability to decide for herself what matters most to her and her way of life. This finding is significant, for it implies that even duties that correspond to inalienable claims have certain nuanced normative authorities embedded within them: they are still susceptible to prioritization amongst similar duties.

In fact, the scope of a counterparty’s de jure authority to prioritize is broader still. The significance of de jure prioritization is perhaps easiest to discern in cases in which two similar duties are owed to the same counterparty. In that case, a counterparty can increase the strength of one duty and decrease the strength of another, thereby making the strength of the former greater than the strength of latter. Nonetheless, a counterparty can always prioritize a duty owed to her, even if she is owed only one, because the de jure authority to prioritize is exercised on singular duties rather than on sets of duties.

To demonstrate, consider our modified case of Jim and Pedro again, but this time, from Jim’s point of view. While Tabitha is prioritizing two claims that correspond to two duties owed to her, from Jim’s point of view, Tabitha is determining the significance of his singular duty owed to her. With the notable exception of the epistemic uncertainty regarding Pedro’s actions, from Jim’s point of view, the case would be no different if Pedro were replaced by causal forces. If Tabitha would stand a 50% chance of survival without Jim’s intervention and a 16.66% chance of survival with Jim’s intervention, once again, Tabitha’s determination of how significant Jim’s intervention is to her will play an important role in determining the significance of Jim’s duty, even if Tabitha’s claims against Jim were inalienable.
We could also consider a case in which an agent owed two different duties to two different counterparties that could not both be fulfilled. In that case, the relative *de facto* significance to each counterparty of fulfilling the only duty owed to her could influence, in many cases alter, which duty ultimately ought to be fulfilled. Similarly, one agent’s *de jure* deference could also influence the decision about which duty ultimately ought to be fulfilled. Numerous other examples apply: returning a book, respecting another’s beliefs, or meeting a deadline. The significance *to the counterparty* of the fulfillment of duty *owed to her* will influence the strength of the duty itself.

Importantly, an agential counterparty need not merely report on the objective significance of these actions to her interests: she can also exercise her *de jure* authority to prioritize. Since the duty is owed to her, this determination can increase (or decrease) the moral significance of fulfilling that particular duty.\(^78\) Agential counterparties always have some *de jure* authority to prioritize contrary to the *de facto* prioritization set by their interests.\(^79\) Respect for the agency of agential counterparties requires some deference for the prioritizations they actually make, rather than the prioritizations that, in a certain sense, they rationally ought to make. In other words, “it is clearly left to the agent himself to decide what it is that he most wants and to judge the comparative importance of his several ends” (Rawls 1999: 366). An agential counterparty can exercise the *de jure* authority to lower the normative strength of a duty owed to her without

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\(^78\) This contention does not deny the principle that practical deliberation is about relative weights of options rather than absolute weights, for often counterfactual prioritizations (e.g. “Suzy would care more about returning this book than similar books” or “Bobby cares much more about returning the book on time than Steve would in similar circumstances”) can help determine the relative importance of a given *pro tanto* duty in a given situation.

\(^79\) The lessons of the previous section are important to remember. First, the element of significance provided by the counterparty often may seem rather inconsequential when compared to more objective elements. Furthermore, external, objective circumstances will set a range of deontic strength for a given duty.
waiving that duty. Alternatively, an agential counterparty can exercise the de jure authority to raise the normative strength of a duty owed to her within a range set by external, objective circumstances. In other words, a counterparty’s subjective assessment of the significance of fulfilling this particular duty always requires some deference.

Of course, the fact that a counterparty’s subjective assessment always warrants some deference does not imply that it warrants total deference. The de jure authority to prioritize is not absolute. Generally, one should not respect the wishes of a counterparty that says that a contingent, trivial duty owed to her ought to be treated as more important than a duty that corresponds to one of her inalienable claims. Cases of this kind do not demonstrate that an agential counterparty sometimes lacks a de jure authority to prioritize or that de facto significance sometimes trumps de jure prioritization. Rather, in these types of cases, we once again encounter the limits of prioritization previously considered. A counterparty can exercise her de jure authority to increase the deontic strength of the contingent, trivial duty, and she can exercise her de jure authority to decrease the deontic strength of the duty that corresponds to one of her inalienable claims. In some circumstances, however, she simply may lack the authority to make the contingent, trivial duty strong enough, and the duty owed to her that corresponds to one of her inalienable claims weak enough that the proper course of action is to fulfill the former duty rather than the latter. These types of cases need not trouble us here, however. If a counterparty’s subjective determination has any weight at all, we have uncovered an important

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80 One can think of this as a type of scalar waiving. A counterparty can lower the strength of a duty without waiving it.
81 I want to thank Mark Lance and Henry Richardson for pressing me on this point.
normative element of the directed duties one owes to another; such subjective determinations need not be universally decisive.\(^\text{82}\)

A counterparty is, therefore, the locus of prioritization for duties owed to her. In the absence of any exercise of \textit{de jure} transactional authority, a counterparty’s interests prioritize the duties owed to her. In other words, \textit{de facto} prioritization sets the default prioritization. In the presence of an exercise of \textit{de jure} transactional authority from a competent agential counterparty, however, that \textit{de jure} prioritization takes precedence, even when it is in opposition to the counterparty’s interests. To some degree, agential counterparties can modify the \textit{de facto} prioritization set by their interests. This ability does not imply that, in every case, one ought to fulfill a duty that a counterparty has given a high prioritization. As with all \textit{pro tanto} duties,

\(^{82}\) These types of cases do raise interesting questions about the normative complications involved when an agent tries to exercise authority she does not have. Such misguided attempts to exercise authority can be analyzed into several different types. First, an agent could lack any authority over another. For example, a Major cannot order a normal citizen to “drop and give me 20.” While these cases of misguided authority certainly occur, the moral analysis is generally straightforward: one is usually free to ignore the confused “authority.” Alternatively, there can be cases in which an agent possesses \textit{some} authority over another but lacks the authority with respect to the particular normative element she is attempting to modify (\textit{e.g.}, when a parent orders a child to do something cruel). Additionally, there can be cases in which there is epistemic uncertainty about whether a given action falls under the scope of the authority (\textit{e.g.}, when a military commander orders the undertaking of unnecessary risks seemingly unconnected to a unit’s mission). These latter two categories are much more complex in terms of the proper moral analysis.

While these are important issues, they are general complications to any conception of authority, and we need not delve deeply into them here. It will be helpful, nonetheless, to make two quick high-level points. First, in standard cases, one ought to consider such misguided attempts to exercise authority to be exercises of the authority counterparties actually do possess. In this specific case, doing so would imply acting as if the duty had as much or as little weight as the counterparty could give it. Second, in vague cases, some epistemic deference to those who have authority in vague cases is required. If it is not clear how strong a duty could become, in standard cases of conflicting duties owed to a single counterparty, duty bearers ought to be as deferential as possible, making duties as strong or as weak as they could reasonably become. This deference is similar to that required in more traditional cases of authority. A sergeant cannot merely create a new duty for a private; the sergeant also has a privileged authority to determine where within a reasonable penumbra that authority reaches its limits. This contention does not require that a either a sergeant or a counterparty’s authority is absolute. Sergeants and counterparties can believe mistakenly that their authority extends to cases in which it does not. In those cases, their dictates cannot be authoritative.
other ethical considerations could outweigh the duty a counterparty prioritizes. Nonetheless, since a counterparty’s prioritization plays an important constitutive role in determining the strength of duties owed to her, she maintains an important dominion over those duties.

3.4 A priority account of directionality

The previous two sections have advanced several new considerations regarding directed duties, including a defense of a novel, significant counterparty authority: the de jure authority to prioritize. Although one could endorse some or all of these findings as independent, isolated features of directed duties, I believe they point to a central, unifying feature of the duties we owe to others. In this section, I argue that the constitutive role a counterparty’s prioritization plays in setting the relative strength of directed duty can be used to delineate directed duties from non-directed duties. I then demonstrate how this delineation can support a priority account of directionality, an account that can unify many of the insights of the will, interest, and demand theories.

Let us consider first the question of delineation. As argued previously, directionality matters, at least in part, because counterparties can prioritize duties owed to them, and this prioritization will alter the strength of those duties. Oversimplifying a bit, if B has a directed duty to A to Φ, how much Φ’ing matters to A matters. More precisely, if B has a directed duty to A to Φ, A’s prioritization of Φ’ing plays a controlling role in determining the strength of B’s duty to Φ. Therefore, directed duties contain a core subject-determined element that is constitutive to the structure of the duty itself: the priority for A of B’s Φ’ing. This difference can help to identify when directed duties exist:
B has a directed duty to A to $\Phi$ iff B has a duty to $\Phi$ and A’s prioritization of $\Phi$’ing plays a constitutively controlling role in determining the normative strength of B’s duty to $\Phi$.\textsuperscript{83}

In other words, the significance to A of B’s $\Phi$’ing, whether the significance to A is a substantive \textit{de facto} significance or a purely formal \textit{de jure} significance, is intrinsically relevant to determining the strength of B’s duty.

Such an element is missing from the structure of non-directed duties. Consider, for example, an appropriately prosecuted prisoner’s duty to remain within a just prison system.\textsuperscript{84} This non-directed duty can be analyzed without reference to the judge, even though the judge has the authority to remove this duty. The non-directed duty also can be analyzed without reference to the interest of the guards of the prison. It may be in the interests of the guards that the prisoner does not attempt to escape, but their interests do not modify the deontic strength of the prisoner’s duty. (Escaping is not more or less deontically appropriate based on the apathy or dedication of the guards). A legitimate prisoner’s duty to remain in a just prison is not a directed duty owed to another.\textsuperscript{85}

With this distinguishing feature of directed duties in hand, we now can articulate a unifying, priority theory of directionality. Duties are directed duties because a counterparty’s prioritization plays a controlling role in influencing their deontic strength. The unifying, normatively significant element of directional duties is the controlling role a counterparty’s prioritization plays in determining the strength of a duty owed to her.

\textsuperscript{83} I am indebted to Margaret Little for her help with this formulation.
\textsuperscript{84} This example is borrowed from Wenar 2013:11.
\textsuperscript{85} Perhaps one could make a case that this duty is to the political community. I am skeptical that such a case could be made, but if one prefers to apply this analysis solely to the elements of the prisoner’s duty that relate to justice and equality, the point remains.
A priority account of directionality thereby is not a will theory. While a claimant can refrain from exercising a normative control power, a counterparty cannot refrain from being the locus of a constitutively relevant prioritizing function. If a counterparty does not exercise a *de jure* authority, the duties owed to her are still prioritized by her *de facto* interests. Counterparties always supply a *de facto* prioritization – even in those cases in which no one could exercise *de jure* authority on their behalf.  

A priority account thereby can capture the duties owed to incompetent counterparties in a way in which the will theory cannot. Finally, a priority account can account for the fact that an agent could possess the traditional control powers of waiving and enforcing without being the counterparty to that duty.

It turns out that a will theory, as a theory of directionality, conflates the categories of *duties originating from* a certain source and *directed duties to another*. Consider, for example, the duties involved with guarding a specific type of prisoner, namely prisoners of war. Let us stipulate that a lieutenant orders a private to stand watch over a set of prisoners. The immediate origin of the private’s duty was the order given by the lieutenant, but that order’s moral authority (whatever its military or legal authority might be) crucially depends upon its being reasonably calculated to ethically promote a nation’s interests in prosecuting a just war. Even though the

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86 The question of whether proxies for incompetent parties can exercise *de jure* authority to prioritize contrary to the counterparty’s interests is an extremely interesting one. I suspect that these types of proxies can do so, but I remain agnostic about that possibility for the purposes of this paper.

87 One could try to augment a will theory by adding the contention that the duties due to incompetent parties are prioritized by their interests. One could have, in effect, deontology for agents and consequentialism for incompetent parties (Nozick 1974:39). However, in addition to the theoretical problems of such a hybrid approach (See Kramer and Steiner 2007), equating duties due to agents with control powers while equating duties due to incompetent parties with interests would sever the similarities between some of the common duties we owe to both kinds of counterparties (e.g., the duty not to cause unnecessary pain, the duty not to assault, etc.).

88 In effect, the will theory, as a theory of directionality, will have difficulty differentiating between a counterparty exercising authority on her own behalf and a proxy exercising that authority on behalf of another.
duty originates from the lieutenant, it is a directed duty owed to the nation and its people. This fact explains why, if the private faces a conflict between guarding some high-level operators and guarding mere conscripts, the default would be to guard the former rather than the latter (even if it were in the lieutenant’s interests to guard the latter). The duty to guard the prisoners can be analyzed without reference to the lieutenant, even though she has the authority to remove the duty and give it to another soldier. Unless the lieutenant actually exercises that authority, however, the duty remains, and we can analyze its content and determine its deontic strength without reference to the significance of this duty for her.

It would be easy to confuse the fact that the lieutenant has a near total authority over the private to interpret the nation’s interests with misguided belief that the duties created by the lieutenant’s orders are directed duties to her (For example, see Wenar 2013:213-214). We would be better served, however, if we took the lieutenant to be acting as a proxy for duties owed to the nation and her people, because if the private finds herself in a position where she cannot obtain new orders, has no advance directive, and cannot determine a substituted judgment, all considerations about the lieutenant drop from the private’s deliberation. The lieutenant’s own interests do not matter in determining the import of this duty.

A priority account of directionality thereby has another advantage over a will theory: an inherent structural mechanism for distinguishing proxies from counterparties. If the agent whose de facto prioritization sets the default strength for a given duty also has the de jure authority to prioritize, and thereby alter, the strength of that duty, then she exercises those authorities as a counterparty. If, however, an agent has the de jure authority to prioritize, and thereby alter, the strength of a given duty whose default strength is set by the interests of another, then the former

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89 I am indebted to Henry Richardson for this point.
acts as proxy for the latter. Although much more analysis would be required to determine when an agent can exercise *de jure* authority for another, that analysis is not required to characterize the phenomenon: proxies exercise the *de jure* authority of another entity *on behalf* of that entity.

Nonetheless, even though *de facto* prioritization can help delineate counterparties from proxies, a priority account of directionality is not an interest theory. The *de jure* authority to prioritize—even against an agent’s own interests—has lexical precedence over *de facto* prioritizations. Furthermore, the *de jure* authority to prioritize is not justified by its impact on a counterparty’s interests. *Owing a duty to another* should not be reduced to *de facto* prioritizations alone.

It turns out that an interest theory, as a theory of directionality, goes astray because it conflates the categories of *duties with respect to* a given entity and *directed duties to another*. To see how, we can return to our previous example involving a lieutenant’s order for a private to guard prisoners of war. Even if the lieutenant were to give the order to guard the prisoners because she believes doing so is in the prisoner’s best interests (perhaps she believes that unless they are guarded closely, they will attempt to flee and almost surely perish in the attempt), the duty created by that order still is not a directed duty *to the prisoners*. Of course, the private does have numerous other duties to each of the prisoners. She cannot demean their humanity, assault them, torture them, etc. In this case, however, even if the lieutenant has the authority to order what is, in fact, in the prisoner’s best interests, she cannot constate a new directed duty *to them*.

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*90 Obviously, much more analysis would be required to determine when one could exercise these authorities for another. Nonetheless, this straightforward delineation between counterparties and proxies is an important one because there are situations in which the authority of proxies will be more limited than a counterparty’s authority would be if she were acting for herself in the exact same circumstances.*
In other words, in standard circumstances, the prisoners can decline to have the lieutenant act as their proxy with respect to these particular interests.\(^{91}\)

However, even though it is not an interest theory, a priority account of directionality can capture a significant link between directed duties and interests. Interests always set the default \textit{de facto} prioritization. The prioritization of duties owed to non-agential counterparties and agential counterparties who do not exercise any counterparty authority is captured by their \textit{de facto} prioritization. Interests play an important role in the directed duties we owe to others, even if interests do not provide the ultimate foundation for those duties.

Furthermore, even though it is not a will theory, a priority account of directionality can explain the significance of the traditionally considered normative control powers. Earlier, I provided several reasons why the \textit{de jure} authority to prioritize could not be considered a subset of the power to waive. However, the converse claim is not true: the traditional powers of waiving and enforcing can be demonstrated to be types of prioritizations.\(^{92}\) An agential counterparty can give a non-inalienable claim a priority so low that the relative deontic strength of the corresponding duty becomes zero. In other words, a counterparty can give a non-inalienable claim a priority below a threshold such that the claim is waived and the corresponding duty is removed.\(^{93}\) Alternatively, a counterparty can give a violated duty a priority high enough to initiate enforcement.\(^{94}\) A priority account of directionality thereby can unify the traditional

\(^{91}\) I leave open the possibility that the lieutenant could have the authority to act as the prisoners surrogate with respect to other interests.

\(^{92}\) I am grateful to Margaret Little for helping me uncover this relationship.

\(^{93}\) Thus, a priority theory can provide a nice delineation between inalienable claims and waivable claims. Even more significantly, a priority theory can provide more delineation amongst waivable claims and amongst inalienable claims.

\(^{94}\) Enforcement of a given directed duty may require elements other than a counterparty’s prioritization, but some action on behalf of the counterparty is a necessary condition for those other elements of
powers of the will theory, demonstrating why many have taken control powers to be so essential for analyzing one agent’s duty to another.

Finally, a priority account of directionality is not a demand theory, but it can highlight one salient difference between demanding as one’s due done by counterparties, and demanding that the right action be performed done by third parties.95 Demanding that a duty be fulfilled is a complex action, one that, at a minimum, involves holding other agents to their duties.96 The normative intricacies of such holdings are beyond the scope of this particular investigation, but such details are not required to highlight the fact that while the licit normative demands of counterparties ought to track existing duties, they need not merely reflect the objective facts of what morality requires.97 When A demands as her due that B Φ, A can do more than merely point out that Φ’ing is a duty, and she can do more than merely hold B to the duty to Φ.98 A can use the demanding interaction to communicate the significance for her of B’s Φ’ing. In other words, an agent’s demanding as her due can be regarded as a significant step in expressing the importance to her of fulfilling this particular duty. While likely not the only element of a

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95 This discussion assumes that the duty in question is one that can be licitly demanded. As noted in Chapter 2, not all directed duties can be aptly demanded. Nonetheless, for those duties that can be aptly demanded, a priority theory can point to one important normative difference between a counterparty’s demanding as her due and a third party’s demanding that the right action be performed.

96 See McNamara (2011) for more analysis on this point.

97 There also could be times in which one could demand as her due. In other words, there could be times in which one could demand on behalf of another as her proxy. Much more analysis would be required to determine when one could licitly demand as her due for another and when one could licitly demand that the right action be performed. Here, I am merely trying to emphasize that a priority theory can highlight one important normative difference between a counterparty demanding as one’s due and a third party demanding that the right action be performed.

98 Demanding, as one’s due, that another Φ can also involve clarifying that Φ’ing is a duty, that Φ’ing is a duty to the agent who is demanding, and that the agent to whom the duty is owed has not waived the duty to Φ. It also could involve, in some contexts, communicating the intention to enforce any duty of reparation if the duty is not fulfilled. Correspondence with Alec Walen has been helpful on this point.
counterparty’s demanding as her due, a counterparty’s exercise of her de jure transactional authority to prioritize can still be a significant element of such second-personal exchanges, one that can delineate a counterparty’s demanding as her due from a third party’s demanding that the right action be performed.

3.5 Conclusion

A priority account of directionality can capture many of the significant aspects of the will, interest, and demand theories, while offering a distinctive solution to the puzzle of directionality. Counterparties who are also agents are not merely reporting what duties are most important to them; they possess a transactional de jure authority to alter the strength of duties owed to them, even if exercising that authority is contrary to their own interests. A priority account captures an agent’s ability to determine such priorities for herself. Furthermore, a counterparty need not be an agent for the duties owed to her to be prioritized. The prioritization of duties due to an incompetent party simply collapses to the prioritization of her interests. This fact, however, does not diminish the normative significance of the directional nature of duties owed to non-agential counterparties, because what is normatively significant to a counterparty often will diverge from what is normatively significant from a purely objective point of view.

A priority account of directionality thereby can preserve constraints and an element of control, even in hard cases, even for inalienable claims, and even for the claims of incompetent parties. Furthermore, a priority account locates dominion for those constraints where it belongs: with those to whom duties are owed. In this messy and complex world, capturing the significance of owing a duty to another requires more than establishing an agent’s ability to
determine which duties she wants to release and which she wants to maintain; it requires more than a consideration of what is really in her best interests. The subject-determined normative significance of prioritization is, in fact, the essential element of the directed duties we owe to others.
Part III - Directed Duties to Groups
Chapter 4
The Collective Fallacy

Owing it to us involves a specific kind of directed duty – one owed to groups. In turning our attention to groups, we turn our attention to a topic that is the subject of longstanding theoretical debate about the ontological status of groups, a debate between wholesale eliminativists and robust collectivists. According to wholesale eliminativism about groups, any action that appears to be executed by a collective can be reduced to the actions of individuals-in-relations. In other words, according to wholesale eliminativism, collective intentional actions and collective decisions always are reducible to individual intentional actions and individual decisions.99 Robust collectivists, in contrast, endorse the existence of groups as entities irreducible to their members. They argue that some explanatory analyses will require irreducible facts about collectives themselves.100

The common assumption among both camps, however, is that if a group comprised of moral agents can act intentionally, as a group, then the group itself can also be properly regarded as a moral agent. In this chapter, I argue, that while the debate between the wholesale eliminativists and robust collectivists is important, it often obscures an important aspect of the moral domain. All too often, philosophers and commoners alike fall prey to a problematic line of

99 Weber (1914), Lewis (1958), Hayek (1945), and Popper (1944) were some of the most well-known twentieth century advocates for a strong form of eliminativism regarding collectives. They all contended that any claim about a group could be reduced to claims about individuals-in-relations. I say more about this position in 4.1.
100 For examples, see French (1984), Graham (2002), List and Pettit (2011), and Gilbert (2000). I have much more to say about this position in 4.1.
reasoning I refer to as ‘the collective fallacy.’

1. An action (A) is properly analyzed as the action of an irreducibly joint or collective actor (C) (First Premise).
2. The joint or collective actor (C) is comprised of paradigmatic individual moral agents (Second Premise).
3. Therefore, with respect to A, C can be properly considered a moral agent or a moral patient and not merely a casual actor\textsuperscript{101} (Fallacious Inference).

The collective fallacy remains a prevalent and disconcerting feature of a large swath of normative considerations about collective endeavors. This line of reasoning is troubling, not merely because its inference is unwarranted, but because its nearly universal acceptance obscures an important feature of the moral domain: some irreducibly joint actors lack the full-fledged moral agency and moral patienthood that is properly attributed to their members. Recognizing the collective fallacy as a fallacy allows us to see that if those who deny wholesale reductionism are right—if there are, in fact, good reasons to add collective actions to our casual ontology—then there also will be some irreducibly joint actors who lack the moral agency to be appropriately held responsible for some of their actions.\textsuperscript{102} Irreducibly joint casual actors can, do, and sometimes should lack the full-fledged normative status of their members.

To defend those claims, the chapter proceeds as follows. In 4.1, I consider the familiar \textit{wholesale eliminativist} objection that claims about groups always can be reduced to claims about

\textsuperscript{101} The term ‘agent’ is used in several different ways. Sometimes, the term is used in a purely causal sense (e.g., this pathogen was the agent that caused that disease). In legal contexts, the term ‘agent’ generally denotes one who acts on behalf of another. In moral philosophy, the term typically captures several features: first, an entity can act intentionally; second, an entity can act on her own behalf; third, an entity is the proper object of moral responsibility. To recognize the collective fallacy \textit{as a fallacy} is to recognize that these three features can come apart. A collective actor can be a causal agent and an intentional actor without being an agent in the full normative sense of the term; one can act intentionally without being able to act for oneself (considered in chapter 5) and without being morally responsible for one’s actions (considered in this chapter). To minimize confusion, however, I will contrast irreducibly collective actors (entities capable of intentional action) and moral agents (agents who possess the full set of features captured by the philosophical use of the term).

\textsuperscript{102} I am indebted to Bryce Huebner on this point.
individuals. Due to the significant work of others (e.g., French, Gilbert, Pettit, etc.), this objection can be dispatched with relative ease. However, as I will argue in 4.2, the powerful case for irreducibly collective intentional action and irreducibly joint decisions made by Pettit, Searle, Gilbert, and others, necessarily undermines the assumption that irreducible joint actors made up of paradigmatic moral agents and paradigmatic moral patients themselves must be moral agents or moral patients. Pace List and Pettit’s (2011) recent work, I demonstrate in 4.3 that irreducibly joint actors can lack the full-fledged agency of their members and are, in fact, a prominent feature of the moral domain. Furthermore, as I argue Section 4.4, not only do such entities exist, in many cases, we ought to allow them to do so. Then, in Section 4.5, I consider three important consequences of the possibility that collective actors can lack the full-fledged normative status of their membership.

The positive claims of this chapter are significant, yet within the narrative of the dissertation, their purpose is negative. One can regard this chapter as advancing a particular type of objection: even if a given group can perform irreducible collective or joint intentional actions, it does not follow that it is a moral patient or a moral agent. When we turn to consider the possibility of groups as counterparties in Chapters 5 and 6, we can do so with the knowledge that demonstrating that groups can be counterparties to directed duties will require more than a rejection of wholesale eliminativism.

4.1 Irreducibly joint action: Denying wholesale eliminativism

According to wholesale eliminativism about groups, any action that appears to be executed by a collective can be reduced to the actions of individuals-in-relations. Recently,
however, many have argued against such total and universal eliminativism, contending instead that some explanatory analyses will require irreducible facts about collectives themselves. In this section, I briefly summarize some of these arguments, including Philip Pettit’s discursive dilemma and Margaret Gilbert’s analysis of joint intentions. While one could take issue with any particular argument considered below, I believe that taken together, they constitute a compelling case against wholesale eliminativism. Claims against groups cannot always be reduced to claims about individuals-in-relations.

Weber (1914), Lewis (1958), Hayek (1945), and Popper (1944) were some of the most well-known twentieth century advocates for a strong, near total form of eliminativism regarding collectives. All of them contended that any claim about a group could be reduced to claims about individuals-in-relations. In other words, according to wholesale eliminativism, collective intentional actions and collective decisions always are reducible to individual decisions and intentional actions. J. W. N. Watkins, another wholesale eliminativist, sums up the position nicely when he states that all so-called “collective” behaviors stem from (a) principles governing the behavior of participating individuals and (b) descriptions of the situations in which participating individuals find themselves (1952:38).

As a number of authors have noted, however, such wholesale eliminativism seems problematic given the ways in which agents often act together. Some theorists have focused on the fact that certain actions might require positing the existence of a group in order for those actions to make sense at all.

There is, of course, a class of predicates that just cannot be true of individuals, that [sic] can only be true of collectives. Examples are abundant, and surely include ‘disbanded’ (most uses of), ‘lost the football game’, ‘elected a president’
and ‘passed an amendment.’ (French 1984:5)

Others have focused on cases in which individual actions gain significance only when understood as part of a larger collective endeavor. For example,

[w]hen I cast a vote, I act as a member of an electorate. My action might be described in many ways, such as making a cross on a piece of paper; but in a fairly straightforward way its main significance is not captured without implicit or explicit reference to the fact that I act as a member of the collectivity, the electorate. (Graham 2002:67)

Another cluster of theorists has attempted to demonstrate the limitations of wholesale eliminativism by focusing on the way in which complex group decisions are made. Consider, for example, Philip Pettit’s most recent example of the discursive dilemma, a case that involves three legislators who favors a balanced budget (Pettit 2009:77-79). One legislator favors balancing the budget by increasing taxes, increasing defense spending, and increasing non-defense spending. Another legislator favors balancing the budget via an increase in defense spending and a reduction in non-defense spending, without an increase in taxes. The final legislator favors balancing the budget through an increase in non-defense spending and a reduction in defense spending, without an increase in taxes. Table 1 details each of these individual beliefs.

<table>
<thead>
<tr>
<th>Belief</th>
<th>Balance Budget?</th>
<th>Increase Taxes?</th>
<th>Increase Defense Spending</th>
<th>Increase Other Spending</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>B</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>No (decrease)</td>
</tr>
<tr>
<td>C</td>
<td>Yes</td>
<td>No</td>
<td>No (decrease)</td>
<td>Yes</td>
</tr>
</tbody>
</table>

(Pettit 2009:78).

According to this scenario, each member would choose to balance the budget, but because they would do so in different ways, and because the complex joint decision on whether to balance the budget is made via the majority vote on three subordinate decisions, the group
decides to approve a budget in which the government’s spending is larger than its revenue. The group’s decision is contrary to the decision of each of its individual members because the group reaches an ultimate decision via a series of complex, lower-level joint decisions. Pettit contends that these kinds of cases provide reason to be skeptical of *wholesale eliminativism* with respect to collective decisions.

Finally, recall Margaret Gilbert’s plural-subject account of joint intentional action discussed in Chapter 1 (Gilbert 1989, 2000, and 2006). According to Gilbert, group intentions exist when two or more participants jointly commit, as a plural subject, to undertake a certain course of action. In Gilbert’s account, groups are formed by individuals who shared a commitment to take on certain ends, intentions, attitudes, actions, or beliefs (Gilbert 2006:139). This account can explain how a plural subject can perform an irreducibly joint intentional action, even when a majority of the members (or, in some cases, all members) do not have a correlate individual intention. A theatre troupe, for example, can jointly intend to hire candidate A, even though each one of its members has the individual intention to favor hiring Candidate B or Candidate C. Gilbert is not alone in such claims; Searle (1990), Bratman (1999), Tuomela (1989), and other authors have advanced similar objections against *wholesale eliminativism* with respect to collective action.

Of course, one could dispute whether any particular mode of argument considered in this section requires a denial of *wholesale eliminativism*. Furthermore, each of the authors considered above has more contested, positive claims about collective activity. However, one need not agree with any particular example or grant any particular positive commitment about collective activity to agree that taken together, these arguments offer a convincing case against *wholesale*
eliminativism. There will be some claims about groups that cannot be reduced to claims about individuals-in-relations.

4.2 Introducing the collective fallacy

Although wholesale eliminativists and robust collectivists disagree about whether positing irreducible joint actions is required to obtain a full and accurate descriptive account of the way individuals act together, both sides agree on the following claim: once we have granted that a given group can act intentionally, qua group, the capacity for moral responsibility of that group is thereby assured. As I argue in this section, however, there are good reasons to proceed cautiously with respect to this common conclusion.

Such caution is not common, however. A wide variety of robust collectivists believe that if a group can act intentionally, it can be properly regarded as a moral agent. This view unifies robust collectivists from Larry May, Raimo Tuomela, and Margaret Gilbert, to Christian List and Philip Pettit. May, for example, claims that if a group’s members “causally contribute to a harmful collective action” and “if there is also a collective intent,” then “it is [fair] to hold the … group collectively responsible” (1987: 74). And, according to Tuomela, “the central thing in assessing a group’s responsibility … is to have a criterion for when the group acted as a group and when not” (2007:247).

The view is also tacitly endorsed by many eliminativists. Eliminativists obviously deny that an action can ever be properly analyzed as the action of a collective actor. However, one of the central reasons many are motivated to do so is to avoid the conclusion that groups are moral

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103 I discuss May and Tuomela immediately below and I consider List and Pettit’s view in sections 4.3 and 4.4. For Margaret Gilbert’s endorsement of this view, see Gilbert 2000.
agents. In other words, some eliminativists argue for analyzing any morally relevant action as the intentional action of a group’s constituent members, rather than as the action of the group itself, because they believe that the group ought not to garner normative consideration as a moral agent, and the two claims must rise and fall together (See Narveson 2002: 183-184, Wellman 1995:105-107).

Consider, for example, Jan Narveson and Robin Gildert’s considerations about collective action and collective responsibility. Both contend that their skepticism about collective responsibility entails skepticism about collective action (2002:182-183). Narveson quotes Gildert approvingly:

if the collective act is not coherently reducible to the acts of individuals that make the collective act possible, it makes no sense to suddenly view the act as reducible in distributing punishment. (Gildert 2000; Narveson 2002:184).

Gildert and Narveson contend that no action should be analyzed as the action of a collective itself because doing so implies that it would be apt to hold the collective responsible for that action. In other words, Naverson and Gildert hold that we ought to deny the possibility of collective action to avoid what they take to be the problematic conclusion that groups themselves can be responsible for those actions.

Despite its widespread employment, however, this common inference is too hasty. To see why, it will be helpful to make the reasoning more explicit. At this point, it seems as if the line of reasoning endorsed by collectivists and eliminativists is as follows:

P. An action (A) is properly analyzed as the action of an irreducibly joint or collective actor (C).
C. Therefore, with respect to A, C can be properly considered a moral agent or a moral patient and not merely a casual actor.
However, the inference cannot be this straightforward. Even if collectivists are misguided in their claims about irreducibly joint action (i.e., even if the premise above is false) we cannot conclude that an entity would be morally responsible for an action so long as that entity could intentionally perform that action.

Imagine, for example, a hive of bees. One might argue that certain actions of the hive can be properly attributed to the group itself, perhaps because positing some distributed representation across the hive is required to properly explain the actions of individual bees (see, for example, Seeley 1996). However, even if one believed that some actions could be properly analyzed as actions of the hive itself, as Seeley does, it would not imply that the hive is a morally responsible agent. That conclusion is rightly considered absurd by all. The mere fact that a collective is capable of irreducibly joint activity, then, does not mean it is morally responsible. Not just any irreducibly collective actor could be the type of entity that has the potential to be morally responsible for its actions.\(^\text{104}\)

Instead, when eliminativists and collectivists assume that any group that acts intentionally must possess the capacity for moral responsibility, they clearly have in mind groups comprised of paradigmatic moral agents – people rather than bees. The common contention or assumption of the literature, then, is that collective actors comprised of moral agents must themselves be moral agents. So, the common inference can best expressed as follows:

1. An action (A) is properly analyzed as the action of an irreducibly joint or collective actor (C) (First Premise).
2. The joint or collective actor (C) is comprised of paradigmatic individual moral agents (Second Premise).
3. Therefore, with respect to A, C can be properly considered a moral agent or a moral patient and not merely a casual actor (Fallacious Inference).

\(^\text{104}\) I am thankful to Bryce Huebner for helping me see this point.
Yet the issue cannot be resolved by limiting the analysis to groups comprised of moral agents. In other words, one cannot assume that a group comprised of moral agents inherits, as it were, the salient powers of responsibility from its individual members. In fact, making explicit the fact that this inference applies only to groups comprised of moral agents highlights the problem at hand: to conclude that a group must be a moral agent \textit{merely because} it comprises paradigmatically moral agents would be to commit the fallacy of composition.

\textbf{4.3 The nature of the collective fallacy}

Despite the analysis above, I doubt that any of the theorists considered in this Chapter are guilty of committing a compositional fallacy or equivocating between the capacity for intentional action and the capacity for moral responsibility. Rather, I believe that theorists reach the misguided conclusion that a group capable of irreducibly collective intentional action must \textit{itself} be a moral agent because they make an important assumption about the relationship between the individual agents who comprise the collective and the collective actor itself. The assumption is that since individuals can recognize morally salient details and alter their actions accordingly, groups comprised of such moral agents must be able to do so as well. If this assumption were true, then we would indeed be able to read off the moral agency of groups from admission of their capacity to act together so long as their members were themselves moral agents. In this section, however, I argue that this common assumption is misguided because of the way in which collective actors can bar important normative considerations from collective deliberations.
In their recent work *Group Agency*, Christian List and Philip Pettit make explicit a too often unstated assumption about the relationship between individual agents and collective actors. They state:

> since members of any group are able to form judgments on normative propositions in their individual lives, there is no principled reason why they should not be able to propose such propositions for group consideration and resolution, that is for inclusion in the group’s agenda. (List & Pettit 2011:159)

List and Pettit provide the key reason for the common belief that any irreducibly joint actor comprised of moral agents can itself be regarded as a moral agent: individual agents can recognize morally relevant facts and bring them to the collective actor’s attention.

Before considering this contention in more detail, it will be helpful to pause to consider a general point about individual responsibility. For an individual agent to be morally responsible, she must be capable of exercising the capacities required for moral responsibility. Crucially, these capabilities include the ability to discern and deliberate about morally salient considerations. In the words of R. Jay Wallace, moral agents must possess “the capacity to grasp and apply the justifications that support moral demands, as well as the general capacity to comply with moral demands” (1997:323). Moral agents can be responsible for their failures, in part, because they hold themselves and others so responsible. Such responsibility, however, does not refer to “all-or-nothing capabilities that one either has or lacks” (Wallace 1997:323).

According to Wallace,

> like other forms of general competence or capacity, the powers of reflective self-control admit of degrees; they can be more or less deployed, so that someone to whom these powers are ascribed may find that they are substantially impaired, either temporarily (due perhaps to local circumstances, such as unusual stress) or persistently and constitutionally (as for instance in certain cases of addiction or neurosis). (1997: 323)
Responsibility can be mitigated, even eliminated, for a certain individual or for certain periods of time if that individual lacks the powers of reflective self-control possessed by responsible agents. Darwall, building upon the work of Pufendorf and Strawson, makes a similar point: “In holding someone responsible, we are committed to the assumption that they can hold themselves responsible by self-addressed demands from a perspective that we and they share” (2006:112). So, for an entity to count as morally responsible, it must be capable of discerning and deliberating about morally salient considerations. One can lose this power of reflexive self-control permanently (e.g., because of dementia), or temporarily (e.g., because of the influence of some psychotropic drugs). More importantly for present purposes, the ability to discern and deliberate about morally salient considerations admits of varying degrees.

This general insight about responsibility is even more important when considering questions about collective responsibility, because structural procedures can prevent paradigmatically moral considerations that are available to individual members from entering the group's collective deliberation. For example, imagine that Gopal is a member of a jury. The fact that he would like to be home in time to fulfil a promise to his brother is not a reason that a jury can take up as part of its deliberations—even in those cases where the negative normative impact of not fulfilling his promise is greater than the positive normative impact of lengthier deliberations, and for familiar norms about which sorts of reasons are permissible for a jury to consider. Likewise, a company may bar normative considerations concerning the past commitments of its employees (e.g., non-binding assurances to customers that the company would not change a particular billing procedure) from entering collective deliberation. We easily could set up a collective that unilaterally eliminates certain considerations known to its
individual members from inclusion in its collective deliberative procedures, regardless of whether those considerations are morally relevant. In fact, countless actual groups in the world today do just that.

The point is not merely that groups may exclude certain normative considerations from deliberation. Irreducibly joint actors can be constituted with constraints that limit their ability not only to consider certain morally salient features, but also to consider vast swaths of moral questions at all. Normatively salient impacts could be restricted from entering deliberation; but, more importantly, consideration of those restrictions could itself be limited. This fact implies that a group could be set up such that it would lack the full-fledged moral status of its members in all cases. Even if individuals could be held individually responsible for setting up a group that lacks the full-fledged moral status of its members, and even if individuals can, and at times should, refrain from joining such a group, it is at least a brute theoretical possibility that an irreducibly joint actor could lack the full-fledged moral agency of its members.

We began by noting that robust collectivists contend that a group is more than the sum of its parts. But that fact, if it is a fact, opens up the very real possibility that the group may lack the full-fledged moral agency of its membership. We ought to recognize that we cannot make a normative consideration “rabbit” magically appear out of a ontological “hat.” If we grant that there are irreducibly joint moral agents, then we must also recognize that irreducibly joint actors can, and often do, lack the full-fledged moral agency of their membership. Despite its widespread usage, the collective fallacy is just that — a fallacy.
4.4 The significance of the collective fallacy

In the last section, I demonstrated that if irreducibly joint actors exist, then it is possible for them to lack the full-fledged moral status of their members. In this section, I argue for the perhaps surprising claim that such groups can serve an important function in our moral lives. We should allow the creation of irreducibly joint actors that are not appropriate targets of more robust moral responsibility, because a universal normative prohibition against creating or participating in such collective actors would deny far too many of the normatively significant ways in which we act together. If this analysis is accurate, then recognizing that the collective fallacy is an invalid form of reasoning allows us to gain a significant and novel insight about the possible normative complications of acting together.

Given and the analysis above, the question then becomes whether to allow the creation of irreducibly joint actors that lack the full-fledged moral agency of their members. According to List and Pettit, even if we could create irreducible joint actors that lack the full-fledged moral agency of their members, as a practical matter, we ought not do so. They say plainly:

It would seem to be a serious design fault, at least from the perspective of society as a whole, to allow any group agents to avoid making judgments of this kind. Why should any group of individuals be allowed to incorporate under an organizational structure that deprives the group of the ability to assess its options normatively, thereby making it unfit to be held responsible for its choices? (2011:159)

List and Pettit’s normative argument against irreducibly joint actors that lack the full-fledged moral agency of their members is based on the belief that allowing such groups would require us to forfeit something normatively significant, something we ought not sacrifice. In earlier, independent writings, Pettit puts the point eloquently:

The responsibility of [individuals] may leave a deficit in the accounting books,
and the only possible way to guard against this may be to allow for the corporate responsibility of the group [for] which they act. (p. 194)

To allow the creation of groups that lack the full-fledged agency of their members is to allow deficits in the moral accounting books. If the cooperate body cannot be morally culpable, then in some cases, no one could be. Therefore, according to Pettit, to give up holding groups morally responsible when collective activity can cause such great harms is to give up too much.

In order to examine Pettit’s contention in more detail, we would be well served to distinguish between judicial responsibility and moral responsibility. Judicial responsibility involves enforcing norms and holding an actor accountable for her actions. Holding another entity morally responsible can involve these types of sanctions, but it also can involve a further element. In the words of Gary Watson, “to speak of conduct as deserving of ‘censure,’ or ‘remonstration,’ as ‘outrageous,’ … is to suggest that some further response to the agent is (in principle) appropriate” [emphasis original] (Watson 1996:230). Moral responsibility, in this latter sense, also involves the idea that an agent deserves adverse treatment or negative attitudes (Watson 1996:231). Holding an agent morally responsible thereby can involve second-personal expressions of resentment and indignation, an appeal to the entity that has performed a misdeed to recognize for herself (or itself) that she (or it) has done something wrong.

Pettit is primarily interested in issues of judicial responsibility. First and foremost, he wants to demonstrate that it is appropriate to punish companies. Nonetheless, he also believes that denying the possibility of moral responsibility would also create a deficit in the moral

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105 I want to thank Philip Pettit for helpful discussions on this point.
106 The reason for enforcing a given norm may be to restore a previous state of affairs, to compensate those harmed by a misdeed, or to influence future action.
107 This second aspect of moral responsibility is what Gary Watson refers to as the “aretaic face” of moral responsibility (Watson 1996:229).
accounting books. He says, for instance, that holding collectives responsible involves taking them to be appropriate candidates for blame, and that blaming involves appealing to the responsible parties *themselves* to undertake the stance of the wronged party (2007:173-174).

According to Pettit, when a group is capable of irreducibly collective action, it becomes “an entity in respect of which we might feel [apt] resentment or indignation” (Pettit 2007:199).

I certainly agree that judicial responsibility will be appropriate for collective actors that lack the full-fledged moral agency of their members. Since these groups can perform irreducibly collective intentional actions, they can be held judicially accountable for those actions. We can hold animals and groups alike accountable for their misdeeds without taking them to be moral agents capable of seeing for themselves the appropriate course of action. It would be a mistake, nonetheless, to believe that the fact that a group that can be held judicially responsible for an action implies that it can be held morally responsible that same action. A given group’s ability to perform irreducibly joint actions need not imply that it is as a moral agent.

In defense of that claim, let me first note that our intuitions in determining whether a deficit exists in the moral accounting books. For example, people often believe that a deficit remains in the moral accounting books after natural disasters. Sometimes those intuitions are appropriate—particular agents (individual or collective) may have been morally negligent in their preparation before a disaster, or other agents (individual or collective) may have been inexcusably ineffective in their efforts to aid afterwards. Other times, however, our intuitions are inappropriate; we simply react to a great causal tragedy with the assumption that some equivalent moral tragedy must accompany it. After all, we used to express indignation and resentment toward the gods, a trait that many, if not all, of us still express when we proclaim, “Can you
believe this weather?” without the tone of empirical interest one would find in, “Can you believe that coin came up tails twenty times in a row?” but instead with a tinge of the indignation found in statements such as, “Can you believe how he treated her?” Our intuition cannot be our sole guide in determining if a deficit exists in the moral accounting books in the face of significant causal forces.

Much more importantly, a universal normative prohibition against irreducibly joint actors that lack the full-fledged moral agency of their membership would deny too many normatively important ways of acting together. To see why, we must consider the embedded and interrelated organizational structure of real-world groups. For example, if a university is an irreducibly joint actor, then so are its colleges, centers, departments, departmental hiring committees, departmental undergraduate committees, college tenure committees, interdepartmental curriculum committees, and tiger teams sent out to find best practices. Each of these entities can be an independent, irreducibly joint decision-making node, but their relationship to each other is radically different from the relationship between individual, discrete agents. These embedded agents often will divide the moral labor that typically is contained within a single agent; e.g., one group might recognize salient features, another may pose alternative courses of action, a third could impose consistent standards to ensure justice, and a fourth could make a decision in a concrete case. This division of moral labor changes how we ought to regard each node, which is itself an irreducibly joint actor, as well as the larger collective actor in which the nodes

108 The division of moral labor has been highlighted before, but the focus has generally been on how the division of moral labor at the highest levels of a society impacts the appropriate choices of individual agents embedded within that society (for example, see Luban 1988:120-127; Applbaum 1999:197-203). Some authors have appealed to the tradition of Adam Smith and John Stuart Mill, arguing that such a division of labor restricts the reason for actions individual agents will have in a given situation. Here, however, I would like us to focus on a different kind of division of labor: the division of moral labor between different irreducibly joint actors within a larger collective project.
operate. This division of moral labor creates the situation where many of these irreducibly joint
actors will not be full-fledged moral agents on their own.

Importantly, we need not believe that there is always some highest-level group that is
“the real moral agent.” Groups often prove to be more federated than integrated. They can have
different policies with respect to different types of choices, without a unified, integrated manner
in which to reconcile them. Furthermore, the interactions between irreducibly joint actors that
comprise higher-level joint actors often prove to be more improvisational than planned, more
haphazard than structured, even in codified and planned organizations like government agencies
and corporations. This possibility implies, however, that sometimes, there is no irreducibly joint
actor that is morally responsible for an irreducibly joint action. In effect, requiring every
irreducibly collective agent to be a robust moral agent would deny the ways that groups often are
embedded and interrelated, and doing so would inhibit many of the normatively significant ways
in which we act together.\textsuperscript{109}

Nonetheless, there is a danger inherent in the complex structure of modern bureaucratic
organizations, be they public or private. Those at the top of an organization make the rules and
give the orders; those at the bottom execute those orders. In the words of David Luban, this

\textsuperscript{109} This contention is compatible with the claim that there can be other moral harms involved in creating a
joint actor that lacks the full-fledged moral agency of its members. Consider, for example, the agential
ways in which individuals must interact with such collective – perhaps by talking to a corporation by
speaking to a representative. In the absence of any robust collective agency, such interactions could be
profoundly disempowering to individuals. One might reach a mere employee with no power, quickly
becoming frustrated by her lack of responsiveness. It may be irrational and immoral to take out one’s
frustrations on the employee, who has no power. At the same time, however, it might be just as irrational
and immoral to take out the frustrations on the company itself. The moral harms in this case cannot be
reduced merely to the harms created by the irreducibly joint actor. The moral waters here are muddy. But
we do better to acknowledge that fact, recognizing the vast array of positive and negative moral features
involved in creating groups that lack the full-fledged moral status of their membership, than to ignore the
obscurifying particles, issuing a blanket conclusion that the creation of such groups is always morally
 inappropriate. I want to thank Mark Lance for this point.
situation possesses the dangerous potential for creating the equivalent of “[a]n ignorant God who foolishly trusted his lieutenants, and innocent devils who had no authority to spare their victims” (1988:123). Or, in the words of Hannah Arendt, “[i]n a fully developed bureaucracy…we have a tyranny without a tyrant” (Arnet 1972: 81). However, this danger does not lie in losing the ability to hold groups judicially responsible. As I argue in greater detail below, incentives and restrictions are actually more important in those cases in which a group cannot be a legitimate object of moral requirements. Furthermore, the danger is not, as Pettit seems to indicate, that there will be situations in which we will have to forgo the possibility of resentment and indignation. Rather, the danger lies in misunderstanding the complex moral terrain -- in falsely believing that “tyranny without a tyrant” implies that the tyrant must be the collective actor itself.

We should remember that the point of robustly second-personal normative exchanges like indignation and resentment is to appeal to the actor to recognize for herself the actions that morality requires. If a joint actor cannot do so because of its very constitution, then appealing to the collective itself to be just and righteous does nothing more than demonstrate a misapprehension of the moral domain. In those cases, we would be better served to focus on this type of aretaic blaming only at the level of individual agents,\textsuperscript{110} while focusing on proscriptive prohibitions and retrospective punishments at the collective level.

4.5 The consequences of the collective fallacy

If the above analysis is correct, at times, irreducibly joint actors can perform intentional actions with respect to which the collective actor lacks the ability to change its behavior based on

\textsuperscript{110} I would hope it is obvious that I do not thereby claim that we ought to focus only on aretaic blame at the level of individual agents.
morally salient features of a situation. This finding, if accurate, has at least three important consequences that I will consider briefly below. First, this possibility changes the background conditions for the collective responsibility debate. Second, this possibility changes the background conditions for considering groups as moral patients, a finding that will be more significant for the chapters that follow. Third, and most importantly, more restrictions can be justified and more incentives likely will be required in cases in which groups lack the full-fledged moral status of their membership.

First, one cannot defend groups as moral agents merely by pointing to the significant causal impacts of their irreducibly joint intentional actions. As noted previously, a significant amount of important scholarship defends the claim that groups can perform joint intentional actions that are not reducible to individual actions. Far too often, however, theorists infer that a given group is a moral agent worthy of moral consideration from the fact that that a group is an irreducibly joint causal actor. Peter French for example, argues that conglomerate groups, such as business corporations, possess internal decision structures and stated policies, and thereby are capable of actions that we can represent as the intentional actions of the group.

According to French, that fact is enough to make those groups worthy of moral consideration (1984:32). Many disagree with French’s stronger claim that such groups are persons, but nonetheless follow his more general inference--groups that can act intentionally are moral agents (see for example, Copp 1984, Kutz 2000; Graham 2002; Tuomela 2007). As noted earlier, the possibility that irreducibly joint causal actors that are not full-fledged moral agents exist does not entail skepticism about collective responsibility. Nonetheless, this possibility

111 As noted, I do not dismiss the important possibility of collective responsibility and group rights in each case. I am, however, deeply skeptical of numerous defenses of collective responsibility and group rights
does affect the requirements for an appropriate defense of groups as objects of moral consideration. Collective intentional action may be a necessary condition for collective responsibility, but it cannot be a sufficient one.

Second, the gap between collective action and moral consideration also affects the possibility of groups that are moral patients. Many have noted that the possibility of groups as potential moral patients need not rise and fall with the possibility of groups as potential moral agents (for example, see Graham 2001:77-93). In fact, many who take the question of collective agency seriously have nonetheless argued contra French that groups are not worthy of normative consideration as moral patients (See, for example, Kymlicka 1989; Stolzenberg 1997; McMahon 1994). Yet the collective fallacy also plays an important role in explaining the discrepancy in the literature between collective agency and collective patienthood. When considering the question of groups as potential moral patients, it is much more difficult to mistakenly believe that as a conceptual necessity, irreducibly joint actors made up of paradigmatic moral patients must themselves be moral patients. It is even more difficult to mistakenly conclude that a moral prohibition exists against creating irreducibly joint actors that are not themselves moral patients.

In fact, in the more specific domain of group rights, several theorists take seriously the possibility that collective action can engender novel moral considerations without the collective actor itself becoming the direct object of moral consideration as a moral patient. For example, Will Kymlicka (1989, 1994) holds that agents can have duties to groups, but only because certain types of certain collective action provide the requisite background conditions against which individual identity and moral agency are possible. For similar reasons, George Rainbolt (2001) that mistakenly assume that any interestingly non-reducible collective entity must be at least as morally competent as its membership.

112 I will have much more to say about the possibility of groups as moral patients in the next chapter.
argues against conflating the possibility of collective action with the possibility of groups as direct objects of moral consideration as moral patients.

Nonetheless, the gap between collective causal agency and normative consideration highlighted by the collective fallacy will have an important impact on the question of groups as potential moral patients, an impact that I consider in more detail in Chapter 5. For example, since groups can perform irreducibly joint actions without themselves becoming the proper objects of moral consideration, one cannot conclude that a group itself is the subject of a moral right to things like clean air, national defense, or political independence merely because irreducibly joint action is required to secure those rights (C.f. Wellman 2001; Green 1994).

Third, incentives and restrictions become more normatively significant and easier to justify for irreducibly joint actors that lack the full-fledged moral agency of their membership, precisely because such groups cannot regulate their own behavior by recognizing the morally salient features of a given situation. Like many theorists who defend the possibility of collective moral agency, I consider these questions in large part due to a concern about the ways in which large collective actors, particularly large, multinational business corporations, shape choices in our modern world (For example, see List and Pettit 2011:174-185; Kutz 2000:113; May 1992:105-126). Although I do not defend the view here, I share the belief of the robust collectivists that these multinational corporations often will be the appropriate targets of moral evaluation. Given their bureaucratic, hierarchal structures and their singular purpose, however, I suspect much of their corporate behaviour often will turn out to be the consequence of collective actors without collective agency.

Although some may misconstrue this contention as one of a business apologist, it is quite
the opposite. In fact, I believe this contention reveals the real benefit of recognizing the collective fallacy as a fallacy. If the wholesale eliminativists are right, then all apparent actions of collectives can be reduced to the actions of individual agents-in-relations. Since individual moral agents can and should recognize the morally appropriate course of action, proscriptively restricting future decisions though incentives and restrictions will be justified only in more extreme circumstances. On the other hand, if robust collectivists are right, then both individual and group agents can and ought to recognize the morally appropriate course of action. Setting up incentives, undertaking an aretaic prospective of blaming, holding a group accountable, and appealing to the group to hold itself responsible are all potentially appropriate responses to a group’s inappropriate behavior. This fact may explain why, in practical cases, after lengthy analysis of collective action, robust collectivists often end up relying on other independent, normatively salient particulars, such as the need to limit unbalanced power relations (for example, see List and Pettit 2001) or the proper relationship between individual rights and aggregate consequences (for example, see French 1984).

However, if groups of individual agents can lack the full-fledged moral agency of their members, then the normative complications created by the collective nature of their action once again take center stage. The possibility of an irreducibly joint actor that lacks the full-fledged moral agency of its members radically changes the background against which incentives and restrictions become justified. Complex and robust incentive and punishment structures can be required precisely because collective actors often lack the full-fledged ability to regulate
themselves morally, even though each of their members possess that ability. Herein lies the significant impact of the fact that a group could lack the full-fledged moral agency of its membership: it provides a new, powerful argument in favor of corporate regulation, restriction, and punishment. Incentives, restrictions, and penalties become more important if a given group could not be a legitimate object of moral requirements because, in that case, these actions would be the only way to influence joint behavior at all. Contrary to common assumption, realizing that irreducibly joint actors can lack the ability to be morally responsible can actually strengthen the case for holding them judicially responsible.

4.6 Conclusion

Nietzsche claimed that, “Insanity in individuals is something rare--but in groups, parties, [and] nations…, it is the rule” (1887:156). One might agree because agents are too often unduly influenced by their peers. There is, however, another insight here--groups, like psychopaths, often lack the ability to discern and respond appropriately to salient moral features. These need not be cases of chronic immorality or akrasia. In some cases, a group simply lacks the capability of being a moral agent at all.

As others have noted, we must recognize the reality of joint actors to discern the true contours of the social world in which we live. If we are deceived into believing that individuals

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113 One initially might worry that if groups cannot be held responsible for Φ’ing, then an individual could, at times, have a rational reason to get the group to Φ, even if it would be wrong for her to Φ. Since the group cannot be held responsible for Φ’ing, no one is left on the moral hook. Such a worry, however, relies on a misguided assumption about individual moral responsibility. Moral responsibility is nuanced enough to consider an individual agent responsible for such actions. Just as we blame an agent who intentionally leaves her dog outside for the express purpose of having it destroy a neighbor’s garden, or just as we hold both Othello and Iago responsible for the death of Desdemona; we can hold individuals who intentionally get groups to do their dirty work responsible for such actions.
are the only causal agents, we run the risk of staggering through the world blind to the momentous influence collective actors can wield (List and Pettit 2001:185). It is, in fact, almost impossible to acknowledge the possibility of oppression—the consistent dominance of the powerful over the weak, corporations over individuals—without recognizing the reality and normative significance of irreducibly collective action (Razack 1991:69).

Yet we face an equal danger if we fail to recognize the fundamental moral inadequacies that such irreducibly collective agents can possess. At times, appealing to the collective itself to be just and righteous can be as sure a sign of misapprehension of the moral domain as asking the gods to be merciful or as begging the wind to be kind. A collective can simultaneously be more than the sum of its parts and less than any one of its members on their own. Irreducibly joint casual agents can and often do lack the full-fledged moral agency of their membership. We need not eliminate the possibility of men and women coming together to form an irreducibly joint moral agent, a possibility perhaps best captured by the iconic frontispiece of Hobbes’s Leviathan. But we do need to augment that possibility with another: the possibility of men and women coming together to form a collective causal actor that lacks the full-fledged moral agency of its membership.
Chapter 5
Complexities for Groups as Counterparties

The last chapter argued that irreducibly collective action is insufficient to establish any particular mode of moral patienthood, including counterparty status. This conclusion might lead one to question the requirements for establishing that a group could be a counterparty to a directed duty. In the next two chapters, I will attempt to answer that question.

At first glance, the task of demonstrating that groups can be counterparties might seem an uncontroversial and straightforward task. After all, people talk casually about taxes owed to one’s nation, duties owed to a university, and debts owed to a corporation. At the very least, the common assumption is that voluntarily agreements with groups engender duties to those groups. However, the gap between groups as irreducibly collective actors and groups as potential moral patients alters this simple picture.

The challenge lies in demonstrating that groups can be the types of entities to which directed duties can be owed. Given the explanatory simplicity of normative reductionism, we must find a reason above and beyond the fact that groups can perform irreducibly collective actions to conclude that groups can be candidate counterparties. To answer that challenge, I apply the findings of Chapter 3, which presented an account of when an individual entity can be a counterparty, to the collective case. In Chapter 6, I ultimately argue that a group can be a counterparty if it pursues an irreducibly joint interest that is integrated with the interests of at least some of its members.

The purpose of the present chapter, on the other hand, is negative: I argue that neither the existence of a joint will (even a joint will that can exercise the powers traditionally associated
with directed duties) nor the existence of a joint interest is sufficient to demonstrate that groups can be the types of entities to which directed duties can be owed. These negative conclusions may be surprising, for most theorists assume a collective exercise of the powers traditionally associated with directed duties is sufficient to demonstrate that a given group can be a counterparty. As I argue in this chapter, however, this quick conclusion ignores the possibility that a group can act as a proxy for duties owed to its members.

5.1 Joint wills and directed duties

Many duties we casually consider a duty “to a group” are not duties to a group at all. Rather, the common expression is often used an efficient way of capturing different duties to numerous different individuals. Nonetheless, I argue that, at times, a group with an irreducibly joint will can exercise the powers traditionally associated with directed duties. One cannot eliminate any and all considerations of groups when analyzing directed duties.

Let us begin, however, by demonstrates that our colloquial reference to duties “owed to a group” is often misplaced. Consider a performer who sells tickets for a show. In a colloquial sense, it makes sense to talk about the obligations the performer has “to the ticket holders.” Doing so can be useful because it can help capture important normative facts. For example, the performer cannot simply make a unilateral decision to change the date of the show because she has a duty “to the ticket holders.”

Yet, such a duty “to the ticket holders” is understood best not as one duty, but many; the performer actually has distinct duties to each individual ticket holder. This means, for instance, that the performer should not believe, by an appeal to their shared interest, that the “group” can
release her from her obligations to each ticket holder. Even if seventy-five percent of her audience agrees to a proposal to change the date of the concert, a member of the remaining twenty-five percent would have a legitimate claim to demand her money back. Such a claim would be nonsensical if the performer’s duty was to the ticket holders as a single entity. In this case, there exists a collection of individuals with a shared interest, but no collective, holistic, or joint interest, and without a joint or collective will. More significantly, while these duties can be fulfilled simultaneously, they have been incurred independently. In such cases, the proper analysis is to consider any colloquial reference of duties to a collective as shorthand for independent duties to various individuals.

However, agents can also have singular duties involving collectives. An agent could have a debt to repay a given corporation, a duty through her university to teach classes, or an obligation to pay taxes to her own country. In such cases, there is one singular duty, not a different duty to each member. If, for instance, the IRS reaches a settlement agreement with a particular U.S. citizen about her 2007 taxes, that citizen need not concern herself with whether each and every fellow citizen releases her. When one enters a contract with a corporation or university, there is one interaction, one duty created, and one duty from which to be released.

More significantly, in these cases, groups often can exercise the traditional powers associated with directed duties. To see how such collective exercise of powers occurs, we can imagine, for example, a discursive dilemma with a directed duty, a case in which a claim is released if and only if a given group determines that the impact to the group is minor and that circumstances are extreme. The first criterion may be in place to protect the group’s immediate

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114 The wording here is intentionally vague. It would be premature at this point to conclude whether these are duties to a university itself.
interests, releasing only those claims that correspond to duties that will not severely affect the group’s short-term goals. The second may be to protect the group’s long-term aggregate interests and ensure that a large number of claims are not released merely because the impact of each duty is minor. Like Pettit’s cases considered in the previous chapter, if the decision to release is made via a series of subordinate decisions, a duty may be released even though a majority of the members may be in favor of retaining it.

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<th>Belief</th>
<th>Ought to Release?</th>
<th>Impact to Group Minor?</th>
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We also can imagine even more straightforward cases in which groups are constituted such that duties to the group can be released only if a supermajority votes in favor of release, or if very specific procedures are met (e.g., only if all significant divisions of a group view the impact of release as minor). Some irreducibly joint actions will be paradigmatic examples of exercises of powers traditionally associated with directed duties, such as the power to release a claim and eliminate a corresponding directed duty.

5.2 Joint wills and counterparties: The possibly of groups as proxies

One might think that it is now relatively easy to demonstrate that groups can be counterparties. However, even though we have demonstrated that groups themselves, acting as irreducibly joint entities, can exercise powers associated with directed duties, we cannot conclude that the groups can be counterparties. The presence of an irreducibly joint will cannot
be used to demonstrate that groups can be the types of entities to which duties can be owed. This finding might seem surprising but, as I argue below, it is a straightforward consequence of the priority account of directionality from Chapter 3. Furthermore, this limitation can provide valuable insight into collective actors: a group can act as a proxy for a duty owed to others, including the individuals that comprise the group.\textsuperscript{115}

Let us begin by considering a case involving individual agents. Let us assume that Bob owes a debt, and Galen possesses the authorities to waive, enforce, and prioritize that debt. We cannot conclude that Bob owes this directed duty to Galen, because Galen could be acting as a proxy on behalf of another. Even if Bob incurred this debt through an agreement with Galen, we cannot conclude that Bob owes the duty to Galen, for Galen could also possess the proxy authority to reach agreements on behalf of another.

As argued in Chapter 3, \( B \) has a directed duty to \( A \) to \( \Phi \) iff \( B \) has a duty to \( \Phi \), and \( A \)'s prioritization of \( \Phi \)’ing plays a controlling role in determining the normative strength of \( B \)'s duty to \( \Phi \). We also learned that if the entity whose \textit{de facto} prioritization sets the default strength for a given duty has the \textit{de jure} authority to prioritize and alter the strength of that duty, then she exercises those authorities as a counterparty. If, however, an agent has the \textit{de jure} authority to alter the strength of a given duty whose default is set by the interests of another, then the former is a \textit{proxy} for the latter.

\textsuperscript{115} I use the phrase ‘individuals that comprise the group’ and ‘members as members’ in much of the analysis of the following two chapters. By using that phrase, I intend to highlight the possibility that the duty is owed to individuals under a description. However, I do not intend to take a stand on the question of whether a duty is properly analyzed as a duty to all the individuals that comprise the group or rather as a duty to some particular individuals that comprise the group. For example, a duty “to a corporation” might best be analyzed as a duty to the shareholders, to the employees, or to both. These kinds of particulars about how to analyze such groups need not concern us here, however. The point is merely to demonstrate that some apparent duties to groups can be reduced to duties to members \textit{as} members.
Consider, for example, a landlord who hires someone to exercise both the power to enforce compensation and the power to waive compensation. In such cases, a proxy’s exercise of authority is as binding as a counterparty’s would be. In designating a proxy, however, the landlord has not transferred the claim itself. While a counterparty cannot nullify her proxy’s previous exercises of authority, in standard circumstances, she unilaterally can rescind her proxy’s standing to act in her stead. The counterparty maintains her claim, while designating a proxy to exercise some, or perhaps all, of the authorities that correspond to that claim.

We can conclude, therefore, that if Y has the authorities to waive, enforce, and prioritize a duty of X’s, then either X owes a directed duty to Y, or Y is acting as the proxy for X’s directed duty to another. The disjunctive nature of this fact is significant when considering the question of groups as counterparties. When determining whether groups can be the types of entities to which duties can be owed, we cannot simply assume that when a group exercises these authorities, it does so with respect to duties owed to itself. To do so would be to beg the question at hand, because the group could merely be acting as the proxy for duties owed to another.

To demonstrate, consider the hypothetical case of a king from long ago named Leo. Leo has many duties owed to him, and since he is an ancient king, we can safely assume that they are due to him rather than to the state he leads. Leo must leave his kingdom temporarily to expand his territory; so, he must determine a way to manage his affairs, including a way to execute counterparty authority. Leo considers his options. He has a trusted advisor for agriculture, another for financial matters, and a third for military affairs, but Leo fears that any one of those advisors would inappropriately weigh the impacts a given action would have on his own area of expertise. So, Leo decides to set up a board to act in his stead: the L.E.O. board (Land,
Economics, and Ordinances). Each of his three trusted advisors will serve on the board and any exercise of the power to waive, enforce, or prioritize by L.E.O. for the duties owed to Leo requires a majority vote.

Here, we have a group actor that could be subject to the same type of discursive dilemma cases considered in the previous section. This group exercises *de jure* authority, but it does so to alter the strength of a given duty whose default is set by the interests of another, in this case King Leo. In other words, this group can be a spokesperson, but it does not speak for itself, it speaks for the king. This group acts, but it acts as the proxy for another. Therefore, the mere existence of a joint will—even a joint will that can exercise powers associated with directed duties—cannot demonstrate that groups can be the type of entities to which duties can be owed. This conclusion is a straightforward consequence of a) the theoretical possibility that a joint will could exist without a joint interest, and b) a priority account of directionality.

Perhaps more controversially, I believe that groups can act as proxies for directed duties owed to the individuals who comprise the group. Even if groups can legitimately waive claims, enforce claims, and demand that duties be fulfilled, it does not follow that groups themselves are necessarily the entities to which duties are owed. Consider, for instance, an irreducibly collective agent created as an efficient means to pursue the isolated interests of individuals. Tom, Bob, and Steve create a legal entity, *TomBobSteve*. This group is dedicated to collectively pursuing the isolated, individual interests of its members. *TomBobSteve* makes all its decisions by a vote of its members, and Tom, Bob, and Steve make it clear that that each of them will vote based on whatever course of action furthers his own private interests. Imagine further that one incurs a debt of $300 to this legal entity. In this type of case, I contend, it would be misguided to regard
oneself as bearing a duty to the group *TomBobSteve*. The only relevant interests that
costitutively matter—the only interests that could costitutively matter—are the interests of the
individual members. There is no *joint* interest of the group itself; there are merely the
*aggregative interests* of the members.\footnote{Or, perhaps more precisely, there is no *joint* financial interest, merely an *aggregative* financial interest. There may be certain joint interests created by the minimal bureaucratic nature of the organization. I consider the impacts of these types of joint interests in section 5.3 and Chapter 6.} In cases in which an irreducibly collective actor is
created as an efficient means to pursue isolated, individual interests, it makes more sense to
consider such “duties to a group” as duties to the individuals who comprise the group with the
group acting as their proxy.

This possibility often goes overlooked.\footnote{While this specific possibility is almost completely unconsidered in the literature, I believe that many who argue that groups can be moral agents but not moral patients take groups to play some similar role to the one I am describing. One interesting possible exception to my claim that this specific possibility is not considered, Raimo Tuomela notes in passing that, “to act ‘in the name of’ the group” could be analogous to the case in which “an attorney represents… an agent” (2007:31).] More likely, Tuomela is noting that when an individual acts for the collective actor, the individual acts as proxy for the group. I consider that possibility in Chapter 6. The possibility under consideration presently is that the group could act as proxy for a duty owed to the members as members.} Most theorists assume that if a group itself
exercises the authority to waive or enforce authorities, then the group itself must be the
counterparty to those duties. Peter French (1984), for example, makes the mistake of inferring
that a duty is a duty to a group because the group exercises these authorities. This oversight is
particularly surprising because French begins by distinguishing between being a *subject* of
claims (i.e., possessing a claim) and being an *administrator* of claims (i.e. having the ability to
exercise the Hohfeldian powers associated with those claims). French explicitly notes that one
can be the *subject* of claims without being an *administrator*. For example, an infant can have
claims (i.e., be the subject of claims) without being able to administer those claims (i.e. without
having the ability to exercise the powers associated with those claims).

This possibility of being the subject of claims without being an administrator of claims, however, does not apply to groups. As I demonstrated in the previous section, groups themselves, as irreducibly joint actors, can make some decisions regarding the administration of duties. Therefore, according to French, those groups can have duties owed to them directly. As French claims, “Corporations will have whatever … rights … as are, in the normal course of affairs, accorded to all members of the moral community” (1984:32).

Unfortunately, French fails to consider the other way in which being the subject of claims and being an administrator of claims can come apart: one can exercise the authorities associated with having a duty owed to one without herself being the counterparty. The likely reason that the specific possibility of a group acting as a proxy for duties owed to a group’s members as members has been so infrequently considered can be traced back to the issues considered in Chapter 4. Since this possibility requires the group itself to act as a proxy, it is not descriptively reductivist. Nonetheless, it is normatively reductivist. The group exists, but not as a moral agent or a moral patient. Recognizing the normative simplicity of this possibility, however, requires acknowledging that irreducibly joint collective action does not imply that a group can be properly regarded as a moral patient, let alone a counterparty. In other words, recognizing the normative simplicity of analyzing a duty as (a) owed to the members of a group as members of a group, with the group acting as their proxy, rather than (b) owed to the group itself, requires recognizing the collective fallacy as a fallacy. It should not be surprising, therefore, that while nearly all theorists recognize that one could be the subject of claims without being an administrator of claims, they almost universally have failed to recognize the possibility that we
could create an entity that could be the *administrator* of claims without being the *subject of any*.\(^{118}\)

Of course, it is possible that the members of the group can change over time. Significantly, the possibility of a group acting as a proxy with respect to duties owed to individuals who comprise the group cannot be dismissed merely because membership can change without changing duties owed to the group (C.f. Newman 2004). Obviously, the members of a university or corporation can change. Membership can even change so dramatically that no member of a group at t1 is also a member at t2. The concern of some theorists is that if duties colloquially termed “duties owed to groups” are analyzed as duties owed to individuals, each change in the group's membership must entail a change in the identity of the claim-holding group (Newman 2004:134).

Yet one ought not to confuse the common-sense requirement that a given duty and its content must remain consistent while a group’s members change, with the requirement that the counterparty itself cannot change as the membership changes. Since the irreducibly joint actor acts as proxy for duties owed to the individuals who comprise the group, claims will not be released, nor will the content of those duties be radically modified, unless the irreducibly joint actor exercises the relevant authority.

Similarly, the possibility of a group acting as a proxy with respect to duties owed to individuals who comprise the group cannot be dismissed merely because agents make agreements with these kinds of groups. For example, Hobbes famously argued that it is impossible for an agent to engage in a contract with a set of people (Pettit 2008:123). He

\(^{118}\) At the very least, L.E.O. is the *administrator* of claims without being the *subject of any*. I believe that *TomBobSteve* is as well.
believed that one could not make a contract with “the whole as one party,” unless they were a unity (Hobbes 1651:18.4). One cannot engage with a multitude. One cannot even properly consider a multitude to be a group until the members have instantiated and recognized a way for the group to act as a group (Pettit 2008:123).  

However, we can accept this contention without accepting the claim that when making such a contract, one engenders a directed duty owed to the group itself. One cannot make an agreement with an individual agent unless she can speak on her own behalf, or another agent has the authority to speak for her. The existence of the second disjunct is what blocks the inference from ‘X reached an agreement with Y that X would Φ’ to ‘X owes a directed duty to Y to Φ.’ Likewise, an agreement with a group to need not imply the creation of a directed duty to the group to Φ.

There is, of course, no harm in referring to “duties to the group” as a mere façon de parler, even in cases in which a group acts as a proxy for duties owed to the individuals who comprise the group. We may claim that ‘investment clubs can own land’ and that ‘corporations own their assets.’ In most cases, in fact, there will be no practical difference between analyzing those duties as duties to a group itself and analyzing the duty as a duty owed to the members as members for which the group acts as proxy. After all, from the standpoint of practical deliberation, a debt to “the corporation” denotes a duty for which only the corporation, acting as an irreducibly joint actor, can completely change the normative status (e.g., waive the duty). There is a difference, however, in determining which interests we consider in order to determine the deontic strength of a given directed duty. More importantly, there is a difference in resolving

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119 I am grateful for Bryce Huebner for helping me see this point.
120 This is a line borrowed from Joseph Raz advanced in a different context (1986:208).
the question of whether groups can be the types of entities to which duties can be owed.

The possibility of irreducible joint action cannot demonstrate that groups can be the types of entities to which duties can be owed, even if some of those irreducibly joint actions are exercises of the authorities associated with directed duties. The point of this section has been to argue—counter to common assumptions exemplified by French—that the existence of irreducibly joint will that can exercise the powers associated with directed duties is not sufficient for a group to be a candidate counterparty. Some duties that we refer to as duties “to a group” are better analyzed as duties owed to them, controlled by it.

5.3 Joint interests: Why groups are not inherent counterparties

The previous section argued that the possibility of a joint will that can exercise the powers associated with directed duties is not sufficient to demonstrate that groups can be the types of entities to which duties can be owed. This argument was made, in part, by recalling that an agent has the de jure authority to alter the strength of a given duty whose default is set by the interests of another, then the former is a proxy for the latter. However, that consideration may suggest the next hypothesis for assessment: does the existence of a genuinely joint interest provide the justification found wanting with a joint will? The existence of a joint interest may seem particularly promising within a priority account of directionality, because counterparties set the default strength of directed duties by their de facto interests. In this section, however, I argue that an irreducibly joint interest can exist without influencing the strength of any directed duty. In other words, a group can exist and have irreducible interest without being the counterparty to any directed duty.
First, however, I should highlight the fact that, for an interest to justify a given group as a potential moral patient, the group itself must possess that interest. Shared or coordinated individual interests cannot hope to justify the group as a moral patient; the interests must be irreducibly joint. This assertion may seem straightforward, but it is worth pausing to emphasize the point. Many group rights theorists focus on the question of how the interests of some will constrain the normative freedoms of others, rather than directly on the question of what it takes to become a moral patient. Because of this particular focus, the distinction between joint interests and shared or holistic interests, a distinction that is necessary to reach any conclusion about collective moral patienthood, is often inappropriately neglected.

For instance, some theorists attempt to argue not only for the more modest claim that groups can garner normative consideration as moral patients, but also for the much more robust claim that groups can have rights, by focusing on shared or holistic interests. Leslie Green, for example, argues that “group rights exist because some of our most urgent interests lie not merely in individuated goods…but also in collective goods…such as clean air and national defense” (1994: 103). Carl Wellman agrees, and claims that “public goods like national security or a healthy environment [can] only be enjoyed collectively” (2001: 29). If a right to such goods exists, the argument goes, then it must be a group right.

Unfortunately, these arguments rely on a regrettable understanding of the factors involved in an interest being enjoyed “collectively.” The mere fact that interests are realized concordantly does not imply that those interests are joint interests of the group itself. A neighborhood watch organization may help secure each neighbor’s interest in protecting her property, but this fact need not entail that the interests protected are joint. The same reasoning

121 I use the terms ‘shared,’ ‘coordinated,’ and ‘joint’ here as it is analyzed in Section 1.4.
applies to so-called “public goods,” goods that are non-excludable and non-rival. Each one of us could have an interest in breathing clean air, and it may prove impossible to secure Steve’s interest therein without also securing Bob’s; but those facts do not imply that they hold the interest together. The fact that Steve’s interest and Bob’s interest (and everyone else’s interests) are linked in this way (i.e., one cannot impinge on the interest of one without impinging on the interests of the others) may very well make it the case that others now have a duty not to interfere with the enjoyment of those interests. It may even be the case that such duties exist only because such individual, shared interests rise and fall together. Even if all of this were the case, however, one cannot thereby conclude that a group itself is a moral patient. Shared interests, even shared interests that are only jointly realizable, cannot ground groups as potential counterparties, let alone as holders of rights.

Let us turn, then, to consider a case that involves a genuinely joint interest. Consider, for instance, a pick-up game of basketball that becomes more regimented when a few players form a loosely organized club. They collect dues, pool their money, rent court space, and buy necessary equipment. The group has a few scheduled times a month when anyone who pays dues can come and play. Here, I want to argue, it makes sense to talk about the interests of the basketball club, interests that are not reducible to the interests of the individual members. The club can persist only if members pay their dues, and it can continue to flourish only if people show up to play. The interests of the club can even contradict the interests of each and every one of its members (Raz 1986:51). That is, the basketball club has an interest in its members paying dues, even if paying dues, as an isolated and disconnected activity, is not in the interest of any of the members. So, joint interests can exist, and they do so even in groups with less sophisticated or codified
decision-making procedures than the ones considered by Pettit’s analysis of the discursive dilemma.

We can return to Margaret Gilbert’s framework to find one potential explanation for how joint interests can exist independently of individual interests. As discussed in Chapter 1, Gilbert contends that the fundamental element of any collective endeavor is a joint commitment. These joint commitments can be basic, such as when two parties jointly commit to going for a walk together. Alternatively, these joint commitments can be derived, that is, they can be commitments that we need to undertake in order to fulfill basic commitments (Gilbert 2006:140). Joseph Raz makes a similar point when considering more regimented social groups. He contends that joint interests not possessed by individuals stem from the needs and limitations of bureaucratic structures (Raz 1986:51). Applying either framework to joint interests illustrates that the plural subject, in this case, the basketball club, can have an interest (e.g., collecting dues), even if no individual member has that interest. The need to collect dues is a joint interest, because it is necessary to fulfill the joint commitment of playing basketball together. Groups can and often do have irreducibly joint interests that do not correspond to any correlated individual interest.

So far, so good, but what about joint interests that are in no way linked to individual interests? What if there is not a single member of the basketball club who continues to have an interest in playing basketball? Alternatively, and perhaps more realistically, what if the cost of court rentals goes up and no member of the basketball club regards club dues as worth the cost? In this case, individual interests are not served by the collection of dues or by the continued existence of the club. How should we react to such a situation?

One possibility is that the joint interest simply ceases to exist. Margaret Gilbert considers
the possibility that such joint commitments can be rescinded or that they can “fade out.” In the
case of rescission, one member may say to the rest, "Let’s not do this anymore," and the rest may
concur, "I agree, it’s not worth it to me either" (Gilbert 2006:141-142). Another possibility is that
the joint commitment can fade over time. If all members slowly stop having a given interest, and
that fact is common knowledge, then the joint interest has faded out; it no longer exists (Gilbert
2006:143).

While Gilbert’s analysis seems accurate, it cannot be considered exhaustive. Perhaps, in
cases of the informal joint commitments that Gilbert takes to be paradigmatically illustrative, any
joint interest will be eliminated as soon as the correlative individual interests are eliminated.
Even here, I am skeptical; but in the case of more structured groups, skepticism ought to be
obvious. Joint interests clearly can continue to exist even after they are no longer linked to
individual interests. Return to the basketball club. As long as the basketball club exists (perhaps
there is a meeting this weekend to discuss its future, perhaps the members are talking about
disbanding and joining a larger, cheaper basketball club), it makes sense to talk about the club’s
interests (e.g., whether to continue to exist, to collect dues, to have its rules followed). In fact, the
joint interest continues to exist even if all the members have already made up their minds about
the lack of an individual interest in the club’s continued existence. Such disconnected joint
interests could come about because a group is not immediately responsive to changes in the
interests of its membership (as in the case of the basketball club) or because members become
alienated from the joint interests of the groups of which they are members.

However, this fact ought to lead us to question when a joint interest ought to matter
morally. It is not evident that such a joint interest ought to matter morally if it is at odds with

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both the well-being of all of its members and all of the rest of us. The question of joint interests is not merely a question of whether such irreducibly joint interests can exist, but what role they ought to play in the moral calculus (C.f. Réaume 1994:122).

Return to the basketball club. Consider a member who stands up at the last meeting and says that the club ought to continue because of the “good of the club.” After questioning, he makes it clear that his interests would be best served by disbanding the club. He also recognizes that the same is true for all the other members. Finally, he grants that the club’s existence will not negatively affect non-members or future potential members, all of whose interests would be either unaffected or positively affected by the club’s dissolution. Rather, he claims, the club exists, and has interests; and it would be wrong to thwart those interests, even more wrong to eliminate them.

In this case, it ought to be clear that the vocal member is simply making a moral mistake. If we are deliberating about whether a given group should continue to exist at all, the mere fact that it would be in the club’s interest to continue cannot be, by itself, a reason that speaks against disbanding. There is, in this case at least, no moral reason that speaks against thwarting the joint interest. If a joint interest is completely detached from any individual interest, then that joint interest does not, by itself, warrant any consideration in the moral calculus (Raz 1986:51). As Christopher McMahon says bluntly,

It seems absurd that there could be any moral objection to the departure of the members based [solely] on the grounds that the organization will cease to exist if they leave. (1994:65)

One need not share the normative reductionist belief that joint interests can never matter morally to recognize the fact that joint interests can exist without doing so.
This result might be surprising, given the fact that a priority account of directionality is grounded in large part on the fact that a counterparty’s *de facto* prioritization sets the default strength of a given duty. What the analysis above demonstrates, though, is that a joint interest can exist without influencing the deontic strength of any duty. In other words, a group could exist without being the counterparty to *any* directed duty.

This possible deontic impotence of joint interests stands in stark contrast to individual interests. In standard circumstances, the harm caused to an individual will necessarily be a wrong-making feature of a given action and the potential source of a directed wrong. As argued in Section 3.3, for instance, each agent owes a directed duty to other agents not to kill them. These groups, however, are artificial agents. In fact, we intentionally eliminate groups all the time. One need not justify the elimination of a basketball club or a rival company by appealing to the clear and present danger to oneself or others. “Everyday murder” of collectivities can be morally acceptable, while their individual correlates would be a moral failing of the highest order. In part, the reason lies in the fact that groups need not be inherent counterparties. Merely by existing, groups do not become entities to which directed duties can be owed.

This analysis does not imply, however, that as soon as joint interests become alienated from individual interests, all duties involving the group fade away. In the case of the basketball club, for example, we would certainly want to avoid the conclusion that the alienation of individual interests implies that any basketballs purchased by the club somehow return to a state-of-nature-like status of common property. The analysis of the previous section, however, provides a way to understand the duty not to take a basketball owned by the club. In these cases,

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122 As noted in Chapter 3, this conclusion does not imply that the directed duties owed to other individual agents are the only relevant duties in question. There could also be non-directional duties not to kill other individual agents.
the duties can be regarded as duties to the individuals who comprise the club, with the club acting as their proxy. In the cases in which the joint interests become alienated from member interests, the member interests can determine the deontic significance of those duties.

### 5.4 Conclusion

In this chapter, I applied the general analysis of directed duties from Chapter 3 to consider whether groups can be the types of entities to which duties can be owed. That analysis, however, was not as simple as we might have expected. The gap between groups as irreducibly joint actors and groups as possible moral patients highlighted in Chapter 4 was a complicating factor. In fact, that gap helps highlight two important consequences of the possibility of groups as counterparties.

First, groups can act as proxies for duties owed to individuals who comprise those groups. This means that at least some irreducibly joint actors will not be counterparties to directed duties. Groups that harness the power of collective activity to pursue individual interests (e.g., investment clubs and possibly corporations) are not themselves counterparties to directed duties. In such cases, duties are properly analyzed as duties owed to the individuals for whom the group acts as proxies.

Second, unlike individual interests, the mere presence of a joint interest does not imply that a group is a counterparty. If the interests of a group’s membership become alienated from the activities of the group itself, then such groups will not be counterparties. Here too, we are better served by analyzing any duties owed “to the group” as duties owed to the individuals who comprise the group for which the group acts as proxy. Unfortunately, given the ways in which
bureaucratic structures take on lives of their own, many groups will persist in an alienated state for far longer than would a small basketball club that no longer represents the interests of its membership. We therefore leave this chapter with the same challenge with which we began: to demonstrate that groups can be the types of entities to which directed duties can be owed.

Within a priority account of directionality, the challenge of demonstrating that a group can be the type of entity to which a duty can be owed cannot be met by appealing to the fact that a joint interest or a joint will exists. Neither the mere existence of a joint will, nor the existence of a joint interest, can demonstrate that a group can be the kind of entity whose prioritization Φ’ing plays a controlling role in determining the normative strength of another’s duty to Φ. So, the challenge remains to demonstrate that a joint interest can play a controlling role in setting the strength of a directed duty.
Chapter 6
Groups as Counterparties

If the analysis advanced in the previous chapter is correct, then neither the mere existence of a joint will nor the mere existence of an irreducibly joint interest is sufficient to conclude that a group can be a counterparty to a directed duty. The missing element, we found, was a demonstration of whether and when a joint interest can play a controlling role in setting the strength of a purported duty. Keeping the challenges laid out in the preceding chapters in mind, I argue in this chapter that, under certain circumstances, joint interests can play that role. Since playing a controlling role in setting the strength of a purported duty is a sufficient condition for counterparty status, we can conclude that some groups can be the type of entities to which duties can be owed.

To achieve that aim, in the first half of the chapter, I consider two different types of situations that I believe provide an intuitive case in favor of the contention that joint interests can impact the strength of purported duties. If that analysis proves to be accurate, then the existence of a joint interest would be a necessary, but not sufficient, condition for a group to become a counterparty. So, in the second half of the chapter, I offer a tentative conjecture of what might distinguish joint interests that constitute collective counterparties from those joint interests that do not: the possibility that joint interests can become integrated with participant interests.

The chapter proceeds as follows. Section 6.1 frames and details the challenge: to find some indication that joint interests are constitutively rather than indirectly relevant for directed duties. Then, in Section 6.2, I offer a first response to the challenge: when participant interests conflict, a group can become the kind of entity to which duties can be owed. In Section 6.3, I
expand on the analysis of 6.2, arguing that a joint interest can be the controlling interest in cases that involve the confluence rather than conflict of participant interests. In Section 6.3, I identify and unpack the concept of integrated interests. Then, in Section 6.4, I consider how participant interests can become integrated with joint interests.

6.1 The challenge

Given the lessons of Chapter 5, one might believe that groups can never be moral patients, let alone counterparties to directed duties. Will Kymlicka, for instance, believes that any claim that groups can be moral patients is based on a theoretical misunderstanding about the nature of groups. He says,

[G]roups just aren’t the right sort of being to have moral status…It is individual, sentient beings whose lives go better or worse, who suffer or flourish, and so it is their welfare that is the subject matter of morality. (1989:242)

Groups, in Kymlicka’s framework, can never be moral patients or counterparties. Duties to groups must always be understood as the aggregation of duties to individuals.\textsuperscript{123}

Significantly, Kymlicka does not endorse the kind of wholesale eliminativism considered in Chapter 4. According to Kymlicka, “human freedom and personality” are “tied to membership” in certain types of groups (1991:256). Therefore, protecting the possibility of individual agency entails a commitment to protect collectives. In short, Kymlicka believes that membership in groups is important in pursuing our essential interest in leading a good life, and so consideration of that membership is an important part of having equal consideration for the interests of each member. (Kymlicka 1989:168)

\textsuperscript{123} I should note that Kymlicka constrains his investigation to rights, generally language rights. However, we can consider this framework as applicable to the broader possibility of owing a duty to a given group.
Kymlicka’s position allows for, and in fact depends on, the possibility of groups acting to preserve a language, a heritage, and a way of life. According to Kymlicka, groups are an essential element of the structural scaffolding necessary for the construction of individual interests and autonomy (Huebner and Hedahl 2012:2).

Kymlicka is an eliminativist, however, about groups as moral patients. According to Kymlicka, groups themselves cannot be moral patients (and therefore cannot be counterparties). He claims, “It is still me who suffers or flourishes, and it is my (and other individuals’) suffering or flourishing that gives a community its moral status” [emphasis original] (1989:242). He later quotes William Galston, “I may share everything with others, but it is I that shares them—an independent consciousness, a separate locus of pleasure and pain, a demarcated being with interests to be advanced or suppressed” (Galston 1986:9; Kymlicka 1989:244). Kymlicka’s position is normatively reductivist about groups without granting wholesale eliminativism about groups. Normative reductivists like Kymlicka contend that if a joint interest matters in the moral calculus, it can matter only indirectly—only because the group’s flourishing matters to those to whom the duty is owed, namely the group’s members.

As I will argue in the remainder of the chapter, I find normatively reductionist frameworks like Kymlicka’s ultimately unsatisfying, but their normative parsimony places the burden on those of us who would argue that plural subjects can be candidate counterparties. In fact, Kymlicka’s framework aligns nicely with the concerns raised in the previous two chapters.

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124 Kymlicka is not alone in advancing this point. Often, liberals, like Appiah, and even communitarians, such as Taylor and Sandel, note the significant impact groups have on creating the background conditions necessary for developing and fulfilling individual interests (Appiah 2005:21-35; Sandel 1998:147-154; Taylor 1989:3-24). They also highlight the profoundly formative role irreducibly joint actors play in shaping, creating, or destroying available opportunities (Appiah 2005:21-35; Sandel 1998:147-154; Taylor 1989:3-24).
It avoids the explanatory shortcomings of wholesale eliminativism without falling prey to the collective fallacy, and it captures the ways that groups can provide the requisite structural scaffolding upon which individual interests and autonomy can be constructed.

6.2 A first response

Kymlicka is right about the following: the relevant feature in determining whether groups can be candidate counterparties cannot be how many individuals care about a joint interest. By itself, the mere fact that many people have a wish, desire, hope, or preference (however one wants to analyze such mental states) that a given group achieves its interests cannot transform that group into a candidate counterparty, no matter how strong those individual interests may be.

Consider, for example, the fans of Manchester United. They may root for the team, but they are not part of it. Nonetheless, they have an individual interest in Manchester United winning. Unlike cases in which individuals create a collective actor as an effective means to promote aggregative individual interests, fans of Manchester United generally want the team, read as an irreducibly joint entity, to succeed. In other words, a typical Manchester United fan has an individual interest in the team fulfilling its joint interest. In these cases, however, the joint interest merely appears in the content of the fans’ individual interests.

Therefore, with respect to the interests of fans, the group matters to the moral calculus, but only indirectly—only because it matters to individuals. If, for example, a good Utilitarian

\footnote{Manchester United is a soccer team in the English Premier League.}

\footnote{Obviously, there are penumbral cases. It is not clear if the stadium janitor is involved in the relevant joint activity. Furthermore, those traditionally labeled ‘fans’ can become involved in some relevant joint activities (The most obvious case is by cheering at the actual contests rather than cheering at a distance.) Nonetheless, we would be well-served to maintain a theoretical distinction between participants in a joint activity and those individuals who merely have a personal interest and whose content includes the achievement of the joint end (The latter of which I will refer to as ‘fans.’)
was trying to determine which team to root for in an upcoming match, the impact of fans’ interests on that determination could be calculated by ascertaining how many individuals have an interest in each team winning and how significant the fulfillment of those interests are to those individuals (See, for example, Cohen 2010). The joint interest plays no direct role in that moral calculus. In these kinds of cases, the group can matter the same way that an object can matter: because it matters to individual moral patients.

Nonetheless, there seem to be certain cases in which joint interests have to play a more direct role in setting the strength of a purported duty: namely, cases whose structure involves a form quite similar to the familiar form of the discursive dilemma. To see, let us return to the theatre troupe discussed in Chapter 4. Imagine that the troupe is hiring a new performer. As noted earlier, the troupe could jointly intend to hire Candidate A, even though each of its members favors a different candidate. If each member’s individual intention to favor a given candidate aligns with her individual interests, then it would be in the group’s interest to hire Candidate A, even though no individual member shares this interest. Table 3 captures this possibility.

I am not claiming that this will be an epistemically easy task, or even that it would be epistemically feasible. So long as it would be theoretically possible to calculate the aggregation of individual interests, however, the challenge of normative reductivism remains.

Perhaps this analysis can point to a moral corruption involved in the way politics in the U.S. is so often treated and covered as a sport. To be sure, a large part of the issue is the often-noted focus on winning elections rather than governing. Additionally, however, there seems to be a deeply corrupting influence on turning citizens into fans for whom a given political outcome (be it an election or the passing of a vote) is merely the content of an individual interest (e.g., ‘I have a desire, interest, or wish that Governor Walker win,’ or ‘I have a desire, interest, or wish that the Supreme Court uphold the Affordable Care Act’), rather than joint participants who can disagree about the common ends they are pursuing.

I say similar in form to discursive dilemma, because the use of the term ‘discursive’ is significant in describing those cases. In the cases I will analyze shortly, the issue is not about joint decision making, but rather the level at which interests become aggregated and considered.
Table 3: Conflicting Participant Interests

<table>
<thead>
<tr>
<th>Member</th>
<th>Interest in Hiring?</th>
<th>Best serves interest for developing skills in Improv skills</th>
<th>More Important</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>B</td>
<td>B</td>
<td>A</td>
</tr>
<tr>
<td>2.</td>
<td>C</td>
<td>A</td>
<td>C</td>
</tr>
<tr>
<td>3.</td>
<td>D</td>
<td>D</td>
<td>A</td>
</tr>
<tr>
<td>4.</td>
<td>E</td>
<td>A</td>
<td>E</td>
</tr>
<tr>
<td>Joint</td>
<td>A</td>
<td>A</td>
<td>A</td>
</tr>
</tbody>
</table>

Such cases of conflicting individual interests demonstrate that the joint interest is not reducible to the aggregation of the interests of each individual participant. This case does not yet demonstrate, however, that the joint interest is more than a mere aggregation, because hiring Candidate A does maximize participant interests at a more fundamental level.

Yet, joint interests need not merely reflect an aggregate of interests—at any level. Imagine that our troupe has a joint interest in continuing its well-known reputation for performing Shakespeare and Chekhov. Imagine further that the troupe is evenly divided between members who have an interest in performing more Shakespeare and those who have an interest in performing more Chekhov. In this case, the troupe could have a joint interest in choosing a candidate who does not satisfy any of the participant interests with respect to this issue, precisely because of the diverging interests of the members. Table 4 captures this possibility.
Table 4: Conflicting Participant Interests II

<table>
<thead>
<tr>
<th>Troupe Member</th>
<th>Interest in Hiring</th>
<th>Candidate favors performing works by Shakespeare</th>
<th>Chekhov</th>
<th>Marlow</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. B</td>
<td></td>
<td>X</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>2. B</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. C</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. C</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Troupe A X

Such cases demonstrate that joint interests need not be reducible to the aggregation of individual interests—at any level. What they also show, though, is that joint interests can play a controlling role in setting the strength of a duty.

For example, consider a duty regarding the troupe’s hiring of Candidate A. We might well imagine that others have a prima facie duty not to undermine the troupe’s efforts to hire candidate A. But how should we analyze this purported duty? It would be a mistake to analyze it as a non-directed duty, because doing so would create an odd asymmetry in normative authority. If an individual, let us call her Stella, were trying to hire A then the duty not to undermine her effort to do so would involve a directed duty to Stella. Stella would possess some transactional authority to prioritize, demand, and specify that duty. She could alter the strength of this duty, even if exercising that authority is contrary to her own interests. Analyzing the duty not to interfere in the troupe’s hiring of A as a non-directed duty thereby would require joint participants to alienate themselves from any counterparty authority merely

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130 This duty could prohibit such activities as gaming procedures in order to ensure that A cannot be hired. 131 This duty would likely include a directed duty to A as well. 132 I encourage anyone who may be skeptical about the existence of a directional duty in the individual case to consider the possibility of conflicting duties (e.g., multiple duties not to undermine the efforts to hire multiple candidates). As I argued in Chapter 3, these cases can help demonstrate that an individual possesses some transactional authority to prioritize, demand, and specify.
because they are acting together.133

Yet, unlike cases previously considered, in this scenario, no aggregation of interests could serve as the controlling interest for this duty, for no individual has an interest in hiring this particular candidate. If there is a controlling interest for this duty, the joint interest is the only one that could play that role.134 We must conclude, therefore, that in some cases in which participant interests conflict with one another, a joint interest can play a controlling role in setting the strength of a purported duty. The pointed challenges of the last few chapters notwithstanding, within a priority theory of directionality, groups can be the type of entities to which duties can be owed.

6.3 Confluence rather than conflict

In the previous section, I provided an example in which a joint interest played a controlling role in setting the strength of a purported duty in virtue of conflicts amongst the individual participant interests. At this point, one might wonder about the role of a joint interest in cases in which participant interests align rather than conflict with one another. In those cases, one might think that parsimony speaks in favor of analyzing the members rather than the group as the counterparty. In fact, as I argue in this section, there are also highly intuitive cases involving the confluence rather than conflict of participant interests in which a joint interest rather than an aggregate of participant interests should be regarded as the controlling interest.

133 I believe that analyzing the duty not to interfere in the troupe’s hiring of A as a non-directed duty would also undermine many of our intuitions about the distinctive standing of the group and its members regarding these duties.
134 Holding that the individual interests served by the joint interest (e.g., being part of a well-functioning troupe) would often misidentify the relevant interest and its significance, and doing so would cause us to lose the distinction between fans and joint participants.
Consider, for example, the actions of a department head in drafting a departmental schedule. In this case, the department and its rules of recognition (along with the structure of the university and its rules of recognition) provide the conceptual background against which the individual actions of the department head garner their significance. While member interests may occasionally conflict, in many cases, the interests of the department will align with the interests of its members.

Imagine, for example, that both the department as a whole and the individual members have an interest in seeing the scheduling burdens, including who teaches service courses, distributed fairly. Imagine next that the department head develops a schedule everyone regards as fair. Faculty members have a duty to teach the courses thusly assigned by virtue of the University contract, of course. However, we might also agree that they also have a directed duty, either with respect to the department itself or to the members of the department, to teach their required courses.\textsuperscript{135} We might think, for instance, that the members of the department would be wronged \textit{qua} members of the department if a member were not to do her fair share. We might think that the department members, or their chosen representative(s), ought to have some say in determining the significance of this duty. We might think that department members, or their chosen representative(s), ought to have some say about the circumstances in which these duties, duties that affect participant interests in having burdens distributed fairly, can be modified. All of these reasons speak in favor of thinking that the duty to teach assigned courses also involves some sort of duty \textit{regarding} the department or its members.\textsuperscript{136}

\begin{footnotesize}
\textsuperscript{135} I ultimately argue that there is a directed duty \textit{to} the department, but it would be premature to draw that conclusion at this point.
\textsuperscript{136} Once again, at this point, it would be premature to conclude that this case involves a directed duty \textit{to} the department.
\end{footnotesize}
Assuming that the duty to teach the assigned courses includes a duty regarding the department, it might be tempting to analyze that duty as one owed to the members, with the department head acting, in essence, as a proxy on behalf of their aggregated individual interests.\textsuperscript{137} If that analysis were correct, then when the individual interests of joint participants align with one another, there would be no need to appeal to the joint interest itself.\textsuperscript{138}

In fact, though, I think it is possible for the department head to act for the joint interest itself, rather than merely acting on behalf of the individual participant interests, because I contend that, at times, joint participants can act for us rather than merely acting on our behalf as a proxy. Therefore, even when participant interests align, the joint interest can play a significant role in setting the strength for a purported duty. Even when interests align, groups can be counterparties. Let me explain.

When acting as a proxy for another, one ought to make choices based on what the counterparty has previously directed, what she would choose, or what is in her best interests (Buchanan and Brock 1990:88). A proxy’s own personal interests and own personal preferences should be silenced when she is deciding for another. As a regulative ideal, proxies ought to make their decisions on behalf of a distinct and a fully separable extensional entity—never for

\textsuperscript{137}This conclusion might even seem to align with findings from earlier chapters. In Chapter 5, I noted that a group could function as a proxy for duties owed to its members. Furthermore, in Chapter 3, I concluded that if an agent has the de jure authority to alter the strength of a duty whose default prioritization is set by the interests of another, then the former is a proxy for the latter. These findings might lead one to conclude mistakenly that any time a member speaks or acts for a group, she does so on the behalf of others as a proxy.

\textsuperscript{138}Once again, in that case, parsimony would speak in favor of analyzing the duties as duties owed to the members rather than owed to the group itself.
themselves (Buchanan and Brock 1990:89). In other words, being a proxy is meant to be fully self-abasing.

Of course, one could act on behalf of a group as a proxy. We could imagine, for instance, a lawyer hired to defend a theatre troupe in court. Like any proxy, the lawyer ought to make choices based on what the troupe has previously directed, what it would chose, or what is in its best interests. The lawyer’s own personal interests and preferences should be silenced when she is deciding for the troupe. The lawyer, acting as a proxy, ought to make her decisions on behalf of the troupe as a fully distinct and separate extensional entity. 

This conclusion does not imply, however, that all individual actions on behalf of a group can be properly analyzed as acting on behalf of another as a proxy. Uncontroversially, acting on another’s behalf is different from acting autonomously for oneself. To cite just one example, an agent’s autonomous actions can constitutively alter her final ends and her practical identity in ways in which the actions of a proxy acting on her behalf cannot. Acting on behalf of another as a proxy is, in effect, acting in pursuit of pre-determined ends. Acting for oneself, on the other hand, has the possibility to constitutively shape an agent’s ends and identity.

I believe the same distinction applies at the collective level. Acting for us has the possibility to constitutively shape who we are and what we are doing together. Like a proxy, a department head does not act for herself, but for a distinct extensional entity. Unlike a proxy, however, at times, the department head can act for an extensional entity regarded as her own.

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139 Of course, family members and friends are often chosen as surrogates, but they are chosen because they commonly are in the best position to know the idiosyncratic choices and interests of the target of surrogacy.

140 The lawyer could herself be a member of the theatre troupe. The fact that she is an outsider is not the only relevant feature for delineating between acting for us and acting on our behalf.
Sometimes, the department head’s actions play a role in constitutively shaping who we are and what we are doing together in ways the actions of a proxy could not.

This distinction helps to explain the intuition that, defeasibly, one of us—or all of us together—ought to make decisions that impact (rather than merely further) a joint interest. A department head ought to be a member of the department, a provost ought to be a member of the University, a president ought to be a citizen of a nation, and we, as a married couple, ought to determine ourself what we are pursuing together. Individual actions of joint participants need not be instances of acting on our behalf as a proxy; they can be expressions of acting autonomously for us. An individual participant’s acting for us can be an exercise of collective autonomy rather than a best-available substitute for it.

With this distinction in hand, let us return to the question of determining a controlling interest for a directed duty. Since the department head’s actions have the potential to constitutively shape who we are and what we are doing together, she need not be merely speaking for the interests of others. She can act for us rather than merely acting on our behalf. One of the ways she will do so is by exercising authorities with respect to duties regarding the department. She will create duties regarding the department, release duties regarding the department, and demand that duties regarding the department be performed. Since her actions can possess a constitutive element that impacts who we are and what we are doing together, in those cases, the operative interest when she exercises those authorities must be joint rather than merely aggregative. Therefore, many of these duties regarding the group will be properly analyzed as duties owed to the group itself, even when individual interests align.\(^{141}\)

\(^{141}\) Recall a central finding of Chapter 4: There are different perspectives in which an attribute can be
6.4 Exploring possible foundations: Integrated interests

If the analysis of the past two sections is accurate, joint interests can play a controlling role in setting the strength of a purported duty. Therefore, groups can be counterparties. We can combine this finding with the compatible finding of Chapter 5: groups can exist without being the counterparty to any duty. It turns out that the existence of a joint interest is a necessary, but not a sufficient, condition for a group to become a counterparty.

One might want more. One might wonder what, at a fundamental level, distinguishes joint interests that can play a controlling role in setting the strength of a purported duty from those that cannot do so. In the second half of this chapter, I describe a tentative conjecture about what this distinguishing characteristic might be: joint interests can play a controlling role in setting the strength of a purported duty when they are sufficiently *integrated* with individual interests.\(^{142}\) To explore that possibility, I first identify and unpack the concept of *integrated* interests; and then, in Section 6.5, I consider how participant interests can become integrated with joint interests.

To begin, let us consider a case in which interests overlap but are not integrated. Recall Searle’s example from Chapter 1: after it starts to rain, several people start running towards a shelter (1983:3-4). Each of the agents has an individual interest in staying dry, an interest that

\(^{142}\) One need not accept this tentative conjecture about what distinguishes groups that can be counterparties from groups that cannot in order to accept the earlier findings.
does not involve the others. Each of them would continue to have the same interest if she were alone (Searle 1983:4). Finally, in the unlikely scenario in which one of them had an idiosyncratic interest in getting wet, that interest would not influence the interests of the others.

At the other extreme, we can imagine a sort of union in which the members were wholly invested in a unified interest without any regard to their own relevant interests. For an example, consider Kant’s view of marriage: “If I yield myself completely to another and obtain the person of the other in return, I win myself back … In this way two persons become a unity” (Kant 1780:388). If we read Kant literally, two individuals create a complete unity of interests, to the point that any remaining relevant individual interests have been eliminated.143

In between such extremes are cases in which interests can influence one another. “Influence” is, of course, a broad and generous concept. We need to distinguish between the way in which interests can constitutively influence one another and the way in which they can causally influence one another, and we need to delineate between unidirectional and bidirectional influence.

Let us begin by considering an example of a weak form of constitutive dependence.144 Some fans of Taylor’s Swift music might have a wish, desire, hope, or preference that some of Swift’s own individual interests be fulfilled. Perhaps, for example, these fans hope that Swift wins a Grammy for her latest song. In this case, some Taylor Swift fans would possess an interest in seeing Swift’s own interests be fulfilled. In this case, the fans’ interests are thereby satisfied when Swift’s interests are satisfied.

143 I join those theorists who are skeptical that such a union is desirable or even possible.
144 I call this a weak form of constitutive dependence, because the interest of one agent merely appears in the content of the interest of another agent. Interests can also involve into more robust forms of constitutive dependence, as well, but we need not concern ourselves with that distinction here.
While the relationship between the interest of a fan and the interest of an object of admiration is generally unidirectional, there are bidirectional cases of this type of influence. For example, Taylor Swift and Carrie Underwood could be mutual admirers of one another. As fans, each of them could have a wish, desire, hope, or preference that each other’s individual interests be fulfilled. Each of them might hope, for instance, that the other wins a Grammy (perhaps a more likely scenario if they are not nominated in the same category).

Let us contrast this form of constitutive dependence, in which the interests of one agent appear in the content of the interests of another, with causal dependence. Consider, for example, a trendsetter whose shifting interests cause changes in the interests of others. If, for instance, influential fashion designer Michael Kors were to develop an interest in bright pastels, his interests would likely influence the interests of others. This case demonstrates unidirectional counterfactual causal dependence: Kors changing interests influence the interests of others, but their changing interests need not influence his.

As with constitutive dependence, there are also cases of bidirectional causal dependence. For example, two fashion designers could influence one another. Michael Kors’s new interest in bright pastels might influence Nina Garcia, who is, herself, an influential figure, to develop a similar interest; and, in turn, Nina Garcia’s new interest in lace could influence Michael Kors to develop a similar interest.

Of course, constitutive and causal dependence are not mutually exclusive categories. There are, for example, almost assuredly some “super fans” of Taylor Swift. These frenzied followers not only want to see Swift’s interests be fulfilled, they also want to share in her interests, so that if Swift were to develop a new-found interest in krav maga, for instance, some
of them would want to do so as well.\textsuperscript{145} In this case, there exists a unidirectional causal and constitutive dependence between Swift’s interests and the interests of her rabid followers.

With this analysis in hand, we can now turn to consider a state of affairs I refer to as the integration of interests. In my analysis, interests are integrated iff they possess a constitutive and a causal bidirectional counterfactual dependence.\textsuperscript{146} Friendship provides a nice example of the phenomenon I have in mind. When two people are friends, they each have an interest in seeing the other person’s interests satisfied.\textsuperscript{147} However, a further critical point, arguably another defining element of friendship, is that each friend’s interests have a counterfactual causal influence on the interests of the other.

Consider, for example, the friendship of Abby and Mike. Abby has an interest in seeing Mike fulfill his interests in becoming a more proficient analyst, and Mike has an interest in seeing Abby fulfill her interests in becoming a better trainer. Abby’s interests, however, also have the ability to modify Mike’s interests. If Abby develops a newfound interest in roller derby, for instance, then because of their friendship, Mike can gain a reason to modify his interests as well. Because they are friends, Abby’s interests can modify Mike’s interests, and his changing interests, likewise, can modify hers.

A friend’s interests ought to have the ability to influence, both constitutively and causally, at least some of the interests of her comrade. In other words, friendship involves the integration of interests. This integration of interests is what allows companions to maintain a friendship, even as their relevant individual interests evolve. While integration, like friendship,

\textsuperscript{145} Krav maga is a self-defense system developed in Israel that involves boxing, jiu-jitsu, wrestling, and grappling.
\textsuperscript{146} I am indebted to Margaret Little for insight on this issue.
\textsuperscript{147} As Kant says, “I … look after his happiness and he similarly looks after mine” (Kant 1780:388).
can be found in varying degrees, I take the integration of interests to be a success condition.\(^{148}\)

So long as there exists a constitutive and causal bidirectional counterfactual dependence between interests, we can consider those interests to be integrated with one another.

### 6.5 Integrating joint interests

The previous section considered how individuals’ interests could become integrated. In this section, I apply that analysis to a particular case of integration: the integration between joint interests and the individual interests of joint participants. I believe that the possibility of integrated interests provides a potential delineation between joint interests that can play a controlling role in setting the strength of a purported duty and joint interests that cannot.

Let us start by recalling some previous findings. In Chapter 4, we recognized that an irreducibly joint interest would not always be reducible to individual interests. As we learned from Chapter 5, however, a joint interest, by itself, need not warrant consideration in the moral calculus. Joint interests can exist without influencing the deontic strength of any duty.

Yet participants often care about the joint interests themselves. At times, joint successes and enjoyments become “necessary for and complementary to our own good” (Rawls 1999:458). A life without caring about joint interests could be a life of compassion, where we sacrifice our good for the good of another, and it could be a life that harnesses the power of collective action, but it cannot be a life in which we are part of something larger than ourselves. At times, we need one another as partners in ways of life that we engage in for their own sake. To borrow a phrase

\(^{148}\) There are at least three factors that will influence the level of integration between interests: the extent to which interests are constitutively and counterfactually dependent on one another, the number of interests that are constitutively and counterfactually dependent on one another, and the significance of those interests.
from Rawls, it is only in these cases that we “cease to be mere fragments” (Rawls 1999:452).

Significantly, joint interests do not matter merely because they are important to individuals—in the way objects can matter because they are important to individuals. The moral significance of objects is both dependent upon and reducible to the moral significance of individual interests about those objects. Unlike an object, however, a joint interests can become integrated with individual interests.

To see how, let us return to the theatre troupe. In cases such as these, there can be a bidirectional constitutive dependence between the joint interests of the troupe and the correlate individual interests of at least some the participants. First, we can notice that satisfying member interests qua members satisfies the joint interest, for the joint interest is created to further the individual interests of its members qua members. This constitutive dependence can be bidirectional: satisfying the joint interest can also constitutively satisfy the interests of at least some participants. From the internal point of view, participants often take themselves to be pursuing some common goal or purpose. The group interest itself often matters to the participants.

There is also a bidirectional counterfactual causal dependence between the joint interests of the troupe and the correlate individual interests of at least some participants. The joint interests provide action guidance for the members qua members, and the interests of the members qua members provide action guidance for the group, as well. For example, a new

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149 To play the controlling role in setting the strength of a purported duty, a joint interest would have to be integrated with the interests of at least two joint participants.

150 Hart used such a distinction between internal and external points of view to characterize the different ways of regarding a system of law. One can make a similar distinction for regarding a group’s interests as normatively significant. From the internal point of view, the group’s interest matter directly. The members care about the group’s flourishing itself.
member of a given troupe has no more reason to value fine wine after learning that her colleagues do so than she does when she learns that some loose aggregate of her acquaintances does. However, when she learns that this troupe values non-realist interpretations, she gains new reasons for action (and there is a chance that—as a member of this group—she will have to give up some reasons that she used to have). Likewise, the interests of the individual participants *qua* participants can provide new reason for action for the group.\(^{151}\)

In this case, the joint interests possess a constitutive and a causal bidirectional counterfactual dependence with the individual interests. The individual interests are not merely furthered by this joint interest; in a significant sense, they are contained within it. As Mill says, “It must often be impossible to disentangle their respective parts, and affirm that this belongs to one and that to the other” (Mill 1873: Chapter VII).

However, while interests are integrated, they are not subsumed. Joint participants are not invested in the joint effort to the point that they lack *any* regard to their relevant individual interests. As the case of hiring a new troupe member nicely demonstrates, joint participants even maintain some regard for their relevant individual interests *qua* group member. Joint participants do not become members of the “Borg” merely by joining together.\(^{152}\)

Since participant interests are not subsumed, at times, they will conflict. Even in these cases, however, the joint interest offers the possibility to distinguish joint participants from a mere aggregation whose interests compete at the all things considered level.\(^{153}\) Intuitively, when

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\(^{151}\) I am grateful to Bryce Huebner on helping me develop this point.

\(^{152}\) The Borg form an extraterrestrial collective in the TV show, *Star Trek: The Next Generation*, in which individuals function only as drones furthering the joint interests of the collective.

\(^{153}\) Those engaged in joint activity can participate in the joint interest, even though it conflicts with their individual interests *qua* group member, for there could at times be disagreement over precisely what we are doing together.
participant interests conflict, we do not look to outsider interests to resolve that conflict. Rather, in these cases, perhaps particularly in these cases, we need to look at what is in the best interests of the participants as a group. By integrating her interests with the group’s interests, a participant gains an interest in the group’s flourishing, even when the joint interests of the group conflict with her individual interests qua participant. The integration of participant interests allows the joint interest to represent those individual interests, even though it does not express any correlate interest of any individual participant. The integration of interests thereby provides one possible explanation for how the moral significance of joint interests can be dependent upon, but not reducible to, the individual interests of joint participants.

6.6 Conclusion

The relevant feature in determining whether groups can be candidate counterparties cannot be how many individuals care about a joint interest. By itself, the mere fact that many people have a wish, desire, hope, or preference that a given group achieves its interests cannot transform that group into a candidate counterparty, no matter how strong those individual interests may be.

Yet integration has the potential to make joint interests more than merely an indirect matter of concern. Joint interests do not matter merely because they are important to individuals, the way objects can. The integration of interests as we pursue something together can make a joint interest the controlling interests for the strength of a duty. Since controlling interests are a

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154 As noted earlier, holding that the individual interests served by the joint interest (e.g., being part of a well-functioning troupe) would often misidentify the relevant interest and its significance, and doing so would cause us to lose the distinction between fans and joint participants because it would collapse the distinction between a joint interest being in the content of an individual interest and an integrated interest.
sufficient condition for an entity to be a counterparty, a group can be a counterparty if it is pursuing an irreducibly joint interest that is integrated with the interests of at least some of its members. One can owe a duty to *it*, and not merely to *them*.

Significantly, the possibility that a group can be a counterparty if it is pursuing an irreducibly joint interest that is integrated with the interests of at least some of its members takes seriously the gap between collective actors and moral patients. It can track the intuitive difference between collective action undertaken to pursue individual ends and collective action undertaken to pursue truly joint ends. Most importantly, it can justify the internal perspective. Members are not always making a mistake when they consider the joint interest itself to be a good worth pursuing.
Part IV - Directed Duties to Groups of One’s Own
Chapter 7
Owing It to Us

In Section II, I analyzed directed duties, and in Section III, I advanced the possibility that groups can be counterparties. We can now consider the third and final element of *owing it to us*: the fact that the directed duties in question are owed not to just any group, but rather to *us*—a group of which an agent is, herself, a member. This final chapter analyzes why membership matters, articulating one way in which we can better understand the complex intersection of self and other that these duties involve.

Of course, for a duty to be owed to a group of which an agent is herself a member, there must be a duty owed to a group. Perhaps the most straightforward way to generate such a duty would be to reach a voluntary agreement with the group. One could contract with a certain theatre troupe, for example, and generate a duty to the group itself. More specifically, one could make such an agreement with one’s own troupe. These types of agreements, both explicit and tacit, are an important source of duties to one’s own group—but there are likely other sources as well. Duties to one’s fellow participants may often engender further duties to the group itself, and engaging in an ongoing joint activity pursuing a common, integrated end will likely create duties to the group as well. However, the particular genesis of these duties need not concern us

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155 As noted in the last chapter, this scenario would also require that the collective entity in question have a joint interest that is integrated with the interests of (at least some of) its individual participants.

156 There would seem to be something morally amiss about an agent who took herself to be free to leave any joint endeavor the moment it was no longer in her own best interests. As Michael Sandel eloquently states, “[W]e cannot regard ourselves as independent in this way without great costs to those loyalties and convictions whose moral force consists partly in the fact that living by them is inseparable from understand ourselves as the persons we are” (1998: 179).
here. So long as there can be duties to groups, there can be duties to groups of which an agent is herself a member.

Rather than considering the genesis of duties to us, I focus instead on the distinctive normative structure these duties can possess. It is widely (if not universally) agreed that by exercising normative authority, an agent can create a further reason for action for another. It is also widely (if not universally) agreed that an agent cannot create for herself a further reason for action merely by deciding to act or imploring herself to act. In this chapter, I consider a possibility between these traditional cases. Since owning it to us implies that an agent could be a duty bearer while simultaneously possessing some nontrivial subset of the normative authorities as the counterparty to that duty, I argue that owning it to us provides a distinctive means by which an agent can create for herself a further reason for action: by exercising counterparty authority over her own duties.

The chapter proceeds as follows. In Section 7.1, I argue that an agent generally lacks the ability to create a further reason for action by deciding to act or imploring herself to act. In Section 7.2, I argue that participants in joint endeavors can participate in the counterparty authority associated with a joint interest, thereby creating a further reason for action. Finally, in

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157 For the purposes of the analysis of this chapter, I assume the analysis provided in the previous chapters is correct. More specifically, I assume that directional duties possess the normative structure laid out in Chapter 3, and that plural subjects can be counterparties to directed duties if joint interests are integrated with the interests of (at least some of) its participants. In the cases considered in the following sections, I also assume that a duty to the group exists in order to consider the complications created when an agent owes a duty to her own group.

158 I believe that this confluence of roles is distinctively manifest to cases of owning it to us; it is not found in cases in which an agent acts as the proxy for her own duty owed to another. This belief is based on the potential constitutive element possessed by counterparty exercises of authority that proxy exercises of authority lack. In this chapter, however, I focus solely on the positive claim: At times, owning it to us allows an agent to create for herself a further reason for action. The further task of providing a more robust defense of the genuinely distinctive nature of this possibility (i.e., that cases in which an agent acts as the proxy for her own duties owed to another do not allow her to create a further reason for action) must wait for another occasion.
Section 7.3, I demonstrate that when an agent owes a duty to a group of her own, she can demand for us of herself that she do her duty, thereby creating for herself a further reason for action.

7.1 Bootstrapping reasons

According to the traditional story, no instance of deciding to act, or of imploring oneself to act, can, by itself, change the underlying reasons that speak in favor of a given action. In this section I argue that, in standard circumstances at least, this account is accurate: an agent’s deciding to act, or imploring herself to act, cannot provide her with a further reason for action.159

This traditional story does not imply, however, that one agent lacks the ability to provide another with a further reason for action. For example, when a legitimate authority gives orders, she can provide another agent with a further reason for action. When a Lieutenant orders a Private to “Drop and give me 20,” the Private gains a further, exclusionary reason to act. Until the order is given, the Private has a certain moral freedom vis-à-vis the decision to do 20 pushups in the immediate future. That moral freedom is eliminated, however, the moment the Lieutenant

159 I am less convinced that this traditional story holds in all cases. In cases of owing it to us, deciding to act or imploring oneself to act may constitute, by itself, an exercise of counterparty authority. Generally, the exercise of normative powers requires a second-personal exchange. Deciding to give an order is different from giving an order, because giving an order (to another) necessarily possesses a second-personal element that deciding to give an order lacks. It is not clear, however, that such an element is required in the case of exercising counterparty authority over oneself. Deciding to order myself to act may well constitute ordering myself to act. Significantly, however, my defense of the claim that owing it to us allows an agent to create for herself a further reason for action should not rely on this possibility. If one takes the category of exercising authority to be analytically distinct from deciding to act, or imploring one to act (e.g., because one takes it to be an analytical truth that deciding to act is not normative), then one can agree that owing it to us allows an agent to create for herself a further reason for action, while maintaining the belief that the traditional story regarding creating reasons for action holds. Defending the more specific claim that owing it to us allows an agent to create for herself a further reason for merely by deciding to act or imploring herself to act, however, would require a much more in-depth analysis about the nature of authority and philosophy of action, and so must wait for another occasion.
issues her legitimate command. At that point, the Private gains a reason to do push-ups that she
did not have before, a reason that excludes other considerations at the all-things-considered level
(reasons like the fact that the Private would prefer not to do as ordered).

The possibility that an agent could create a further reason for herself by deciding to act, or imploring herself to act, might seem similarly benign. It would be a mistake, however, to conclude that an agent’s decision to \( \Phi \) gives her a new reason to \( \Phi \).\(^{160}\) To do so would be to

\(^{160}\) I believe that Margaret Gilbert actually endorses this view. Although Gilbert considers ‘joint commitments’ rather than ‘joint decisions,’ and although one could argue that while some decisions to \( \Phi \) fail to provide a normative reason to \( \Phi \), the more restricted category of commitments do provide such a reason, Gilbert’s analysis demonstrates that her framework is meant to apply to a broader set of cases that include what I refer to as ‘joint decisions.’ Regardless of how one analyzes the distinction between robust normative commitments and mere decisions, many of Gilbert’s examples are far too pedestrian to qualify for the former category (no pun intended.) Even more significantly, in her more recent work, Gilbert argues that both commitments and decisions provide further, exclusionary reasons for action (2006:127-134). Gilbert does recognize that the author of a decision is “in a position to … change her mind … [because she] has the authority unilaterally to rescind her own decision” (2000:52). Nonetheless, according to Gilbert, decisions, like the one to go for a walk, issue “a special kind of order or command” (2000:55). According to Gilbert (here citing Raz), orders and commands provide an exclusionary reason for action (2006:132). Although an order can be rescinded, until it is, it maintains its normative force. Similarly, according to Gilbert, a decision to go for a walk (either individual or joint) can be rescinded, but until it is, it too has normative, exclusionary force (2006:132-134; 2000:52-55). In the case of an individual decision to go for a walk, an agent generally possesses the unilateral authority to change her mind. In the case of a joint decision to go for a walk, however, since neither participant is in a position to rescind the decision of the plural subject unilaterally, the joint commitment creates a normative prohibition against either participant rescinding her part of the commitment (2006: 134-136; 2000:52-57). Gilbert may well be right about the contention that there is a normative prohibition against a joint participant unilaterally rescinding her part of a joint commitment, but, as I argue below, the justification cannot depend upon the fact that the plural subject’s decision to go for a walk provides said subject with a further exclusionary reason to walk. In effect, the analysis that follows demonstrates that Gilbert’s framework requires a minor friendly amendment to demonstrate how joint commitments can provide normative force without claiming that decisions to \( \Phi \) provide a further reason to \( \Phi \). I am confident that a friendly amendment could be found, but doing so would take us too far afield from the present inquiry. Even if this analysis of Gilbert is mistaken, however, the more central claim of this section remains: in standard circumstances, neither deciding to \( \Phi \) nor imploring oneself to \( \Phi \), can provide an agent with a further reason to \( \Phi \).
commit the following invalid form of reasoning.

1. An agent, D, has a reason ‘to Φ or Ψ’
2. D has no reason ‘to Ψ’
3. Therefore, D has a reason ‘to Φ’ (1,2)\textsuperscript{161}

Of course, unlike Φ’ing and Ψ’ing, deciding to Φ and revisiting the decision to Φ are conceptually linked. The reasons that speak in favor of deciding to Φ generally speak in favor of not revisiting the decision to Φ. If no new salient considerations have come to light, and if an agent deliberated appropriately, then that agent has no reason to revisit her decision.

Nonetheless, the requirements of instrumental reasoning regarding the decision to Φ do not imply that one now has a further reason to Φ (Broome 2007:359-363). It would be irrational for an agent not to do as she had previously decided unless she changes her mind. However, the disjunctive nature of that requirement is significant. Deciding to Φ cannot provide a further reason ‘to Φ,’ even if doing so could provide a reason ‘to Φ or to change one’s mind about Φ’ing.’\textsuperscript{162} To conclude otherwise would be a form of illicit bootstrapping (Kolodny 2005: 512).

We could outline a similar argument for an individual agent imploring herself to Φ.

When working out, I often think, “Come on Hedahl, one more lap!” I admit that sometimes, I even say it aloud. Doing so can be a helpful, often successful, motivational tool. I “play the part”

\textsuperscript{161} The inference is invalid because there is a difference between having no reason ‘to Ψ’ and having a reason ‘not to Ψ.’ Although D has no reason ‘to Ψ,’ she could simultaneously have no reason ‘to Φ.’ Like Buridan’s Ass, D could find herself in a position where she has no reason to prefer Φ’ing to Ψ’ing or to prefer Ψ’ing to Φ’ing, even though she has reason to prefer either Φ’ing or Ψ’ing to other alternatives. A reason ‘to Φ or to Ψ’ and a reason ‘to ¬Ψ’ entails a reason ‘to Φ.’ A reason ‘to Φ or Ψ’ combined with no reason ‘to ¬Ψ,’ however, does not entail a reason ‘to Φ.’

\textsuperscript{162} This claim does not imply that deciding to Φ provides a reason ‘to Φ or to change one’s mind about Φ’ing,’ merely that if deciding to Φ provides any kind of reason, it must be a disjunctive reason ‘to Φ or to change your mind about Φ’ing.’ In other words, we need not take a side in the debate between Kolodny (2005) and Broom (2007) about whether instrumental rationality provides any reason for action. We merely need to recognize the fact on which they wholeheartedly agree: deciding to Φ by itself cannot provide a further reason to Φ.
of an external agent, imploring myself to finish. Yet, I am merely putting on a façade. I do not have the authority over myself the way a Lieutenant does over a Private. I already have recognized the reasons for action; I am merely trying to motivate myself to act upon them. In standard circumstances at least, neither deciding to Φ nor calling on oneself to Φ can provide an agent with a new reason to Φ.¹⁶³

7.2 Participating in counterparty authority

In this section, I argue that counterparties possess the authority to provide duty bearers with further reasons for action. Then, I demonstrate how a participant in a joint endeavor can participate in the counterparty authority associated with the joint interest, thereby providing the duty bearer with a further reason for action. Even if a joint participant lacks the power of release, she can still play some role in specifying and prioritizing duties owed to a plural subject.

As noted in Chapter 3, counterparties possess the moral authority to modify an existing reason for action of the duty bearer. Let us recall the three distinct ways in which this authority can manifest.¹⁶⁴ First, there are cases in which counterparties exercise the authority to specify existing duties. If, for example, Steve agrees to loan Lindsay a book for “a week or two,” and after seven days then says, “I really need that book back tomorrow,” Lindsay’s duties would change. Before Steve’s statement, Lindsay would have the duty ‘to return the book sometime in the next week.’ Now, Lindsay’s duty has a more precise propositional content. Lindsay’s

¹⁶³ This analysis is not intended to assume or preclude the possibility that while decisions fail to provide a further normative reason for action, the more restricted category of commitments do provide such a reason. (For an excellent defense of the normative significance of personal commitments, see Flemming 2009.)
¹⁶⁴ I want to thank Maggie Little on helping me realize the distinct nature of these three exercises of counterparty authority.
returning the book tomorrow, an action that had been one of a number of many ways in which he could have fulfilled her duty, is now required.\textsuperscript{165} Before this exchange, Lindsay had a reason to return the book this week, but that reason spoke equally in favor of returning the book tomorrow or the day after tomorrow. After the exchange, Lindsay has a further reason to return the book tomorrow instead of later in the week. This further reason for action also has an exclusionary structure: it precludes some reasons that, in the absence of any interaction with Steve, would have spoken in favor of fulfilling his duty in a different way.\textsuperscript{166}

Second, there are cases in which counterparties exercise the authority to prioritize, decreasing the strength of an existing reason for action. In other words, a counterparty may defer a duty due to her because of other normatively significant features, even though those features do not override the duty owed to her. As noted in Chapter 3, if one agent owed two different duties to two different counterparties, and both obligations could not be fulfilled, one of the two counterparties’ \textit{de jure} deference could influence the decision about which duty ultimately ought to be fulfilled. This exercise of authority does not change the duty bearer’s reason for action; the propositional content remains unchanged. However, this exercise of authority does decrease the relative strength of that reason for action.

Third, there are cases in which counterparties exercise the authority to prioritize, increasing the strength of an existing reason for action. In other words, there are cases in which an agential counterparty can exercise the \textit{de jure} authority to raise the normative strength of a duty owed to her set by her interests.\textsuperscript{167} Even if the impact of fulfilling a given duty on a

\textsuperscript{165} More precisely, Lindsay’s \textit{pro tanto} directed duty to Steve is now to return the book tomorrow.
\textsuperscript{166} Alternatively, if you prefer, the strength of the reason created by Lindsay’s statement is multiplied, at the all-things-considered level, in ways other reasons are not.
\textsuperscript{167} As in Chapter 3, this authority is constrained by external, objective circumstances.
counterparty’s interests is negligent, she can *demand that duty as her due*. This exercise of authority does not change the propositional content of the duty, but it can increase the relative strength of a reason for action. Even if, for example, Lou keeping his promise to Brian to return a borrowed tie tomorrow would have little to no impact on Brian’s interests, Brian can still *demand as his due* that Lou do so, an interaction that can increase the deontic significance of Lou’s duty. Whether this exchange creates a further reason for action or merely increases the comparative strength of an existing reason for action, however, depends upon resolving more foundational questions about the nature of authority itself. While I believe that the robustly second-personal dimension inherent in the exercise of authority speaks in favor of the possibility that such exchanges create further reasons for action, the analysis that follows is not intended to rely on that assumption.

Building off these previous insights about counterparty authority, we can see how participants in joint endeavors can also create further reasons for action, even if they lack the power of release. An analogy may be helpful here. When considering the question of collective

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168 I am using the term *demand as one’s due* as I used it in Chapter 3. Only counterparties can *demand as one’s due*, while either counterparties or third parties can *demand that the right action be performed*. While the licit normative demands of counterparties ought to track existing duties, they need not merely reflect the objective facts of what morality requires. *Demanding as one’s due* that another Φ can involve clarifying that Φ’ing is a duty, that Φ’ing is a duty to the agent who is demanding, and that the agent to whom the duty is owed has not waived the duty to Φ. It also could involve, in some contexts, communicating the intention to enforce any duty of reparation if the duty is not fulfilled. Most importantly, *demanding as one’s due* can have a constative or creative element: it can involve an exercise of counterparty authority.

169 That is, she can increase its significance relative to the significance of that duty based on her interests.

170 As we saw in Chapter 3, after the exercise of his type of counterparty authority, the duty bearer has the capacity to further wrong the counterparty. When B exercises authority with respect to the duties owed to her by A, A can wrong B, not merely by violating a duty due to her, but also by acting contrary to A’s expressed prioritization of the duties owed to her, thereby disrespecting A’s ability to decide for herself what matters most to her and her way of life. This finding seems to suggest that at times, counterparties can provide a further reason for action by increasing the strength of a duty owed to them, even if they do not change the propositional content of that duty.
responsibility, many theorists argue that participants can shape the actions of a group and become a small part of a larger collective endeavor, thereby also becoming responsible in some way for what we do together. Significantly, individuals can be responsible even if they lack the ability to speak for the joint will—even partially (i.e., they need not have a vote on what the group ought to do). “We did it,” so we are responsible, and each of us can share in that responsibility because each did her part to shape our action together.

I do not wish to defend or critique that common picture of collective responsibility here. Rather, I want to make a similar argument with respect to counterparty status. A participant can shape the contours of a duty owed to the group of which she is a member without speaking for the collective will—even partially (i.e., without having a vote about exercising the powers of release and enforcement associated with that duty). This contention, if true, would be significant because more often than not, individual participants generally lack the full panoply of normative authorities.

We should also remember that individuals often possess some subset of counterparty authorities with respect to a given duty, even if they lack the power to eliminate that duty. As highlighted in Chapter 3, for instance, an individual agent can prioritize inalienable claims, claims that by definition she cannot waive. Surrogacy provides further illustration of the ability to possess some subset of counterparty authorities without having the power to waive, for a surrogate’s authority to waive is often more limited than an agent’s own authorities would be in similar circumstances. In some cases, A’s surrogate will lack the authority to sacrifice A for some greater good, even though A would have authority to do so if she were choosing for herself (Buchanan and Brock 1990:117-122). For example, A’s proxy could lack the authority to
sacrifice A’s interests by enrolling A in medical study that would benefit others, even though A, if deciding for herself, could choose to do so.\(^\text{171}\)

This limitation implies that A’s proxy, at times, will lack the authority to waive B’s duty to A to \(\Phi\), even though A, if deciding for herself, could do so. We need not conclude, however, that, with respect to B’s duty to A, A has no proxy. The proxy could still “speak for A” in a more limited sense. She could still have the authority to demand as A’s due that B do her duty, to play some role in specifying B’s duty, or to prioritize for A. To point out one famous, often-cited example from Dr. Seuss, the Lorax’s authority (or lack thereof) to “speak for the trees” is itself significant, even if he cannot release others from their duties (Seuss 1971; Darwall 2006:29). If the Lorax truly possesses the ability to “speak for the trees,” he is doing much more than merely pointing out that others are failing to fulfill their duties.\(^\text{172}\) Even if he lacks the power to waive, he could possess the authority to prioritize and specify duties.

When considering the exercise of counterparty authorities for directed duties owed to plural subjects, it will be helpful to recall a case from Chapter 1 involving an important meeting at which an academic department will be making a hiring decision. Someone tells both a professor in another department and a colleague in her own department that she is not going to go. The member of one’s own department may not have the power to release her colleague from the duty to go to the meeting, even if circumstances would warrant release. Nonetheless, the intuition considered in Chapter 1 was that the member of one’s own department could do

\(^{171}\) There are certainly some counter-examples to this generalization; most notably, a counterparty that had previously indicated her decision to sacrifice herself in the particular manner under consideration.

\(^{172}\) One may be skeptical of the antecedent in this conditional claim. It is, in fact, the possibility of such skepticism that the example meant to illustrate. The Lorax’s contention that he “speaks for the trees” is worth noting precisely because it is a contention about more than right and wrong actions. One could contend, for instance, that pillaging the land is wrong, without claiming to speak for anyone or anything.
something normatively distinct from what the member of another department could do, when both tell a wavering professor that she ought to go to the meeting.

If we assume that the duty to go to the meeting involves a directed duty to the department, we can justify this intuition. The department colleague could be participating in the plural subject’s counterparty authority. The colleague could be increasing the significance of going to this particular meeting. Alternatively, she could be taking the first steps in specifying a vague duty to go to most, but not all department meetings. One need not have the authority to speak for the joint will to play some small role in speaking for us. In other words, while professors in other departments can hold an agent to her existing duties, colleagues can constitutively shape the duties owed to the department itself. Joint participants can participate in the authority to specify, demand, and prioritize, even if they lack any voice in the power to release.

There is, nonetheless, a common refrain in such cases that one member does not “speak for us.” We can learn something important from this common expression: in these cases, it could be that one participant does not express the views of all or even most of her fellows. The colleague is but one voice among many. She cannot unilaterally exercise any authority, even the authority to demand, prioritize, or specify. However, that fact need not imply that she cannot have any say in the exercise of those authorities. We can recognize the truth of the expression, “She doesn’t speak for us,” without eliminating the distinction between a colleague and an outsider, without denying that the department member can play some role in shaping duties owed

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173 This directed duty to the department need not be the only duty involved in this case.
174 As in Chapter 3, there are surely limits to authority to specifying and prioritizing duties. While those limits warrant further investigation and consideration, they need not trouble us here. So long as participants have some authority over these duties, they maintain an important normative authority.
to the group.

Let us turn to another example to consider further the possible constitutive role a collective counterparty could play in specifying and prioritizing existing duties. For many in the United States, the acronym UND brings to mind the University of Notre Dame and its mascot, The Fighting Irish. Although the name likely began as a pejorative expression tauntingly directed towards the predominantly Irish students of a Catholic institution, its significance has since changed. A 1929 article in the Notre Dame Scholastic perhaps sums it up best,

‘Fighting Irish’ took on a new meaning… The unkind appellation became symbolic of our struggle … The term, while given in irony and mean-spiritedness, has become our heritage … So truly does it represent us that we are unwilling to part with it [emphasis mine] (Scholastic 1929; Notre Dame 2012)

Contrast that case with another UND, the University of North Dakota Fighting Sioux. This was not a moniker embraced and transformed by the disenfranchised people themselves. In fact, the first Native American student group was not formed at the University until 1969, and one of the group’s first acts was to call on the university to stop using the name (Annis 1999:6). By 1999, 21 different Native-American programs and organizations opposed the continued use of the nickname and logo, believing it did not honor them or their culture (Annis 1999:5). The issue is not merely the familiar one surrounding the use of Native American mascots, for the term ‘Sioux’ itself is a shortening of a derogatory term used by other tribes to refer to an enemy who does not speak one’s own language (Dahlheimer 2007:2). The Native Americans of that geographic region refer to themselves as Lakota or Dakota, a term meaning friend or ally (Dahlheimer 2007:2).

This analysis is not intended to serve as an argument that the use of ‘Fighting Irish’ is appropriate, or that the use of ‘Fighting Sioux’ is inappropriate. Rather, these examples are
meant to serve as an example of the possible constitutive role participants in a collective counterparty could play in specifying and prioritizing existing duties. In other words, we see the application of normatively significant counterparty authorities highlighted earlier. When discussing issues of respect for the Lakota, and the Irish, members need not merely report the objective facts of what morality requires. There is an important way in which they can constitute what respecting someone as Irish, or as Lakota entails. They also can highlight how significant different types of violations would be. To put the point into the terminology used earlier in the dissertation, they can do more than merely point out that Φ’ing is a duty, and more than merely hold others to their duties: they can demand as their due.¹⁷⁵

Finally, a famous Marine Corps adage will be helpful in further demonstrating this phenomenon. Marines often say to one another “Marines don’t do that,” a saying that originated in a 1972 memorandum from then Commandant of the Marine Corps, General L. F. Chapman. This motto is intended to be normative rather than descriptive, a call on one another to refrain from acting in certain ways. Marines don’t cheat or break their word; Marines don’t abandon one another in a time a need; Marines don’t let down their fellow Marines. I first heard the saying in a (perhaps apocryphal) story of a Commanding Officer in Iraq who noticed one of his men was aiming at a fleeing civilian. The Captain did not shout out, “Stop!” or “No!” He did not threaten punishment. He said loudly, firmly, and unequivocally, “Marines don’t do that.”

¹⁷⁵ I am using the term demand as their due as I used it in Chapter 3. Demanding as one’s due is done by counterparties, while demanding that the right action be performed can be done by either counterparties or third parties. As noted earlier, demanding as one’s due can have a constative or creative element: It can involve an exercise of counterparty authority. In the rest of the chapter, I will assume that the instances of demanding as their due considered here involve a counterparty’s exercise of her de jure transactional authority that are absent from demands that the right action be performed.
“Marines don’t do that” is a complex utterance, to be sure, and its effectiveness and power lies, in part, in its rich ambiguity. It can involve a call to live up to an ideal, and it can involve holding others responsible for their duties. Yet, there seems to be something normatively distinct about Marines calling on one another and proclaiming, “Marines don’t do that.”

The possibility of demanding for us could capture that significance. If acting together as Marines creates duties to the plural subject, then Marines would have the ability to call on another and shape what it is to be a Marine. They could be demanding both as a Marine and of a fellow Marine that she do as she ought. They could be shaping, at times, what they are doing together and what they owe to one another in ways outsiders could not.

7.3 Demanding for us of oneself

Let us now bring the insights of this chapter together. I contend that the distinctive confluence of normative roles inhabited when an agent owes a duty to us allows her to create for herself a further reason for action by participating in counterparty authority for her own duties.

Consider the following hypothetical. Several graduate students form a study group designed to increase their exposure to certain literatures. The members of the group draw up a schedule for the entire year, with each student presenting a summary every month. To deal with the changing circumstances inherent in graduate studies, the students agree to allow any member to postpone two of their eight summaries by one month. They also grant each member the authority to enforce any violation of the agreement: any member can require a violator to buy beer and pizza for her fellow group mates.

Demanding for us is demanding for the plural subject for which an agent is a member. I will further explore the normative complications of the fact that this demand is for us in the following section.
The students are just about to leave when one notices a flaw in the plan. They deliberately set up the schedule to cover certain topics in a certain order and at certain times. While most summaries could be postponed without impact, the postponement of others could be deeply problematic. Further complicating matters is the fact that it is not yet clear which postponements would matter to whom. One student proposes a solution: each member gets to declare one assignment a semester a “study group top priority.” An assignment declared a “study group top priority” cannot be postponed. If it is, then the standard enforcement can be invoked: any member can require the violator to buy beer and pizza for the rest. They all happily agree to this plan of action and head out to the local pub.

Let us consider how this structure could play out. Luke might be scheduled to present in October on philosophical anarchy. If Tony was scheduled to present that same month on democratic authority, and Luke was working on a project comparing the two topics, Luke might make Tony’s presentation a “study group top priority,” a designation that would increase not only the potential penalty of Tony’s non-compliance but also the normative importance of Tony completing his summary on time. We should note, however, that Tony’s duty is altered by the fact that it stems from a joint endeavor rather than a private agreement between Tony and Luke. If Tony were wavering in his determination to complete the project on time, another member could say, “We all agreed. If you don’t do this, you owe us beer and pizza. There’s no way I’m letting you off the hook.” In other words, the other study group participant has the authority to play some role in enforcing breached duties, an authority she would lack in the case of a private agreement between Tony and Luke.
Consider next a more interesting complication. Kyle is scheduled to do a summary on Darwall in November and Parfit in February. These two assignments suit him particularly well because he is planning to submit abstracts to conferences that relate to each author’s work shortly after the group meets. Unfortunately, things do not go as planned. In November, Kyle gets busy with other tasks and takes one of his two postponements. He finishes the Darwall summary in December, which satisfies the needs of the other group members, but he himself misses his chance to submit an abstract. Kyle begins to worry that the same thing may happen again. Therefore, at the January meeting, Kyle designates his summary on Darwall a “study group top priority.”

Confused, Luke responds, “Wait, isn’t that your assignment?” Kyle responds that it is his assignment, but explains that he is a member of the group, and he can designate any assignment a “study group top priority.” Like Luke’s designation of Tony’s assignment as “study group top priority,” Kyle’s designation of his own assignment is not merely an exchange between the student who has to do the assignment and the student who has made the assignment a “study group top priority.” In other words, Kyle is not merely making a personal commitment. In both these cases (Luke declaring Tony’s assignment a “study group top priority” and Kyle declaring his own assignment a “study group top priority”), other members possess the authority to play some role in enforcing breached duties, an authority they would lack if these were merely private agreements or personal commitments. In this latter case involving Kyle’s declaration of his own
assignment to be “a study group top priority,” therefore, we can conclude that Kyle, acting as a study group member, can modify his own duties to the group.\footnote{Notice the difference here between the study group having set up conditional norms that are triggered by external circumstances and a norm that grants authority. There is a significance difference between duties that are triggered by external circumstances, such as the department colloquia schedule or the comprehensive exam reading list, and duties that can be modified by exercises of authority. As argued in Chapter 3, authority is different from conditional norms that are triggered by external circumstances.}

While this case is fictional, I believe it demonstrates a common, often overlooked element of joint endeavors. Like Kyle, the faculty member who is considering not going to an important meeting is \textit{herself} a participant in a joint endeavor. If she were wavering in her commitment to go to the meeting, she might focus on her duty, trying to overcome her \textit{akrasia}. She may also use motivational tools, playing the part of an external agent imploring herself to do her duty. Alternatively, I contend, she can \textit{demand for us of herself} that she do her duty.

Like her colleague, the wavering faculty member could participate in the counterparty authority of the group of which she is a member. By \textit{demanding for us of herself} that she do her duty, she could increase the significance of going to this particular meeting. She could be taking first steps of specifying a vague duty, making it the case that this is how we do things. She could be making this duty more significant and its potential breach more important. In other words, while an agent can always hold herself responsible for her existing duties, her duties \textit{to us} provide a distinct opportunity to shape the moral domain. An agent, by \textit{demanding for us of herself} that she do her duty, can influence who we are and what we are doing together. Thereby, she can provide herself with a new normative reason for action.

Likewise, a Marine could address the demand “Marines don’t do that” to \textit{herself}. “Marines don’t do that” or “Philosophers don’t do that” or “Professors don’t do that” can be used
a motivational tool, a trick to inspire an agent to do what she ought to do. These utterances also can serve as a reminder of an aspirational ideal. However, there are other cases in which what we want as Marines, as philosophers, or as professors is for participants to be under the weight of a norm to do something because they are Marines, philosophers, or professors.

To be sure, as a descriptive matter, Marines often fail to risk their own lives to lessen the risk to non-combatants, philosophers often fail to question one another as colleagues rather than as litigants, and professors often fail to give their students the benefit of the doubt; but, we can recognize that we want the existing normative requirements to be specified in a such a way that we were obligated to do so. By calling on ourselves as Marines, as philosophers, or as professors (assuming one is a Marine, philosopher, or professor), and then by fulfilling that call, we can play some small role in shaping the normative requirements we owe to one another. If we take ourselves, as philosophers, as professors, or as Marines to be pursuing a common end with our fellows, then the demands of fellow philosophers, professors, or Marines can provide normative reasons for action. Because cases in which a participant owes a duty to her own group allows her to simultaneously inhabit the roles of counterparty and duty bearer, in those cases she can thereby create for herself a further reason for action.

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Of course, one need not entangle interests in this way. One need not pursue a common and joint good merely because one defines oneself as an X. If a fellow professor said to me, “We disrespect the rich history of philosophy by following Bill and Ted’s lead, referring to Plato’s teacher as So-crates,” then I may very well respond with the proverbial, “What do you mean ‘we,’ Kimosabe?” I could take myself to be pursuing merely shared rather than collective or joint ends in the teaching of philosophy. In that case, I could take advice, I could feel a resonance with other professors’ situations, but there would be no duty to us. Correspondingly, there would be no ability to call on others to do their part. I have no doubt that many professors look on their classes in this way. Similarly, I have no doubt that as many members of marginalized groups take themselves to be isolated individuals pursuing isolated ends. That individualist attitude, however, is not required. Members often take themselves to be involved in a collective endeavor to pursue a joint end, even in these more loosely-structured social groups. For these latter members, scripts can be normative in the further manner considered above.
7.4 Conclusion

We can and often do owe duties to us. This claim may seem a benign platitude, but our analysis of this distinctive normative phenomenon reveals a novel way to understand the complex normative interconnectivity between ourselves and others. That interconnectivity is fraught with dialethic possibilities, for owing it to us is simultaneously within and beyond our control. By definition, duties to us are duties to a group above and beyond its members, but we cannot thereby conclude that all such duties are duties to an it, for doing so would undermine the normative complexities that make duties to groups possible at all.

However, we need not be concerned with such apparent contradictions. In fact, if a life worth living requires a balance between the romantic ideal of discovering our true nature and the existentialist ideal of creating a meaning from the void, if making life one’s own is about forging a creative constitution while responding to a rich pre-existing normativity, then the way in which owing it to us inherently integrates such apparent contradictions of self and other, of autonomy and duty, can be illuminating rather than obfuscating. Far from being tyrannical, there is an essentially liberating element contained in the rich normative complexity of owing it to us.
References


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