

# Ought Implies Can or Could Have

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**Abstract:** The moral principle that Ought Implies Can (“OIC”) is often assumed without argument in normative discourse. Is this assumption defensible? Some would argue that it is not, as there are many purported counterexamples against it in the literature. However, OIC is not so much a single principle as rather a family of them. In this paper, I will argue that, while not every OIC-type principle is defensible, at least one of them may be. I defend the cognate moral principle that Ought Implies Can or Could Have (“OICCH”). I first show that it is able to circumvent the traditional counterexamples to OIC. And then I show that OICCH is even more plausible than some of the best alternative OIC-type principles to date. The upshot of this paper is that those who find OIC compelling should consider accepting OICCH instead.

**Key Words:** Ought Implies Can, Moral Normativity, Deontological Metaethics, Deontic Logic

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## 1. Introduction

Consider the following case:

**Case 1:** Ray’s house is being burglarized. The burglar has ambushed Ray unawares and has tied him to a chair facing the window. Ray’s friend, Sinan, happens to be walking by. Sinan sees his friend in distress, approaches the window, and says to Ray: “You’re being

burglarized! You ought to call the police!” But Ray responds: “I can’t! I’m tied to this chair!”<sup>1</sup>

Perhaps the best interpretation of this dialogue is that Sinan has attempted either to issue an injunction to Ray—“Call the police!”—or to remind him of some obligation that he already possesses. And in response, it appears that Ray has either resisted that injunction or in fact denied that he has the obligation. In either case, he has apparently done so on the grounds that it is not possible for him to do it. That is, it would seem that Ray has reasoned:

1. An agent ought to  $\phi$  only if she can  $\phi$ . [Premise]
2. I cannot  $\phi$ . [Premise]
3. And so, it is not the case that I ought to  $\phi$ . [1,2 AEE-2]

And Ray’s reasoning here would seem to be sound.

Premise (1) is an instance of the moral principle that Ought Implies Can (hereafter “OIC”). OIC (or something like it) is often assumed without argument in normative discourse. Cases such as Case 1 lend support to its intuitive plausibility. Moreover, OIC has a prestigious pedigree, stretching back at least to Kant (and sometimes referred to as “Kant’s Dictum”),<sup>2</sup> possibly Aquinas,<sup>3</sup> but perhaps even as far back as Roman Law (“*ad impossibilia nemo tenetur*,” “*impossibilium nulla obligatio est*”).<sup>4</sup> Nonetheless, OIC has recently been met with criticism. Some critics have mounted indirect attacks on it, either by attempting to undermine any reasoning in its favor,<sup>5</sup> or by attempting to show that ordinary intuition does not support it as much as might be supposed.<sup>6</sup> Others have mounted direct attacks, by attempting to provide genuine counterexamples of impossible obligations, cases in which some agent ought

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<sup>1</sup> cf. Bart Streumer, “Does ‘Ought’ Conversationally Implicate ‘Can?’,” *European Journal of Philosophy* 11, no. 2 (2003): 219; and Walter Sinnott-Armstrong, “‘Ought to Have’ and ‘Could Have,’” *Analysis* 45, no. 1 (1985): 254.

<sup>2</sup> cf. Robert Stern, “Does ‘Ought’ Imply ‘Can?’ And Did Kant Think It Does?,” *Utilitas* 16, no. 1 (2004): 52, 61; and Markus Kohl, “Kant and ‘Ought Implies Can,’” *The Philosophical Quarterly* 65, no. 261 (2015): 690-710.

<sup>3</sup> cf. Alex King, *What We Ought and What We Can* (Routledge, 2019), 1.

<sup>4</sup> cf. Peter B. M. Vranas, “I Ought, Therefore I Can,” *Philosophical Studies* 136 (2007): note 3; and King, *What We Ought and What We Can*, 2.

<sup>5</sup> cf. Brian Talbot, “The Best Argument For ‘Ought Implies Can’ is a Better Argument Against ‘Ought Implies Can.’” *Ergo* 3, no. 14 (2016): 377-402; Peter Graham, “‘Ought’ and Ability,” *Philosophical Review* 120, no. 2 (2011): 337-82; Wayne Martin, “Ought but Cannot,” *Proceedings of the Aristotelian Society* 109 (2009): 103-28; Robert Stern, “Why Does Ought Imply Can?” in *The Limits of Moral Obligation*, eds. M. van Ackeren and M. Kühler (Routledge, 2016), 100-15; and Stern, “Did Kant Think It Does?”

<sup>6</sup> cf. Moti Mizrahi, “Ought, Can, and Presupposition: An Experimental Study,” *Methodes* 4, no. 6 (2015): 232-43; Wesley Buckwalter & John Turri, “Inability and Obligation in Moral Judgement,” *PLoS ONE* 10, no. 8 (2015): 1-20; Miklos Kurthy, Holly Lawford-Smith, & Paulo Sousa, “Does Ought Imply Can?” *PLoS ONE* 12, no. 4 (2017): 1-24; and King, *What We Ought and What We Can*, 22-25.

to do what cannot possibly be done in her circumstances.<sup>7</sup> In response, friends of OIC have constructed defenses on both fronts.

In this essay, I'll be concerned to adjudicate the latter dispute. The question I ask is: Can OIC be defended from the purported counterexamples offered against it? I'll argue that it can. However, I'll say straight away that the question posed is somewhat misleading. As King has recently explicated, OIC is not so much a single principle as rather a family of related principles.<sup>8</sup> Different varieties of the principle are determined by specifying (at least) the following six parameters: (I) what "ought" means; (II) what "implies" means; (III) what "can" means; (IV) what the subjects of the "ought" and "can" are; (V) what the objects of the "ought" and "can" are; and, very crucially, (VI) how to temporarily index these different elements. Once fully determined, some OIC-type principles are defensible; some, on the other hand, are not.

My preferred cognate OIC principle is that Ought Implies Can or Could Have (hereafter "OICCH"). In section 2, I'll attempt to state exactly how I understand OICCH by specifying how it addresses King's six decision-points, as well as a couple more. In section 3, I'll show how OICCH is able to escape all of the best counterexamples that have been posed to OIC. And in section 4, I'll compare the virtues of OICCH with those of other, similar accounts and argue that it is plausibly one of the best OIC-type principles to date. Since I will not be considering absolute reasons in its support but only relative ones, the upshot of this paper is that those who already find OIC *prima facie* plausible should considering adopting OICCH instead.

## 2. Ought Implies Can or Could Have (OICCH)

Like OIC, OICCH is open to multiple interpretations. My preferred way of formulating it may be stated like this: It is morally necessary that, if an agent has a moral, deontic, *ultima facie* obligation to do something at some time, then this entails that it is (or initially was) a non-libertarian, practical, specific possibility for her to do it. This is a

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<sup>7</sup> cf. Daniel Kading, "Does 'Ought' Imply 'Can'?", *Philosophical Studies* 5, no. 1 (1954): 11-15; Terrence McConnell, "Moral Dilemmas," in *The Stanford Encyclopedia of Philosophy*, ed. E. N. Zalta (Fall 2018), URL: <<https://plato.stanford.edu/archives/fall2018/entries/moral-dilemmas/>>; Dale Jacquette, "Moral Dilemmas, Disjunctive Obligations, and Kant's Principle that 'Ought' Implies 'Can,'" *Synthese* 88, no. 1 (1991): 43-55; Michael Stocker, "'Ought' and 'Can,'" *Australasian Journal of Philosophy* 49, no. 3 (1971): 303-16; Frederick E. Brouwer, "A Difficulty with 'Ought Implies Can,'" *Southern Journal of Philosophy* 7, no. 1 (1969): 45-50; James Brown, "Moral Theory and the Ought-Can Principle," *Mind* 86, no. 342 (1977): 206-23; Moti Mizrahi, "'Ought' Does Not Imply 'Can,'" *Philosophical Frontiers* 4, no. 1 (2009): 19-35; Alex King, "The Culpable Inability Problem for Synchronic and Diachronic 'Ought Implies Can,'" *Journal of Moral Philosophy* 16, no. 1 (2019): 50-62; King, *What We Ought and What We Can*, 25-37; Streumer, "Does 'Ought' Conversationally Implicate 'Can'?"; Stern, "Did Kant Think It Does?"; and Vranas, "I Ought, Therefore I Can."

<sup>8</sup> cf. King, *What We Ought and What We Can*, 3ff.

highly restricted version of OIC. In this section, I'll attempt to elucidate the concepts utilized in this formulation, before turning to an examination of the formulation's merits.

(I) The sense of "ought" that concerns me is moral, deontic, *ultima facie* obligation. The moral ought is to be distinguished from the epistemic ought, the pragmatic ought, the legal ought, the ought of etiquette, and so on. The deontic ought is to be distinguishing from the ideal-expressing ought and the supererogatory ought.<sup>9</sup> An agent has a deontic obligation to do (or refrain from doing) some act if they have a moral duty to do it; doing that act would instead be supererogatory if doing it would go above and beyond the call of duty.<sup>10</sup> Finally, the *ultima facie* ought is to be distinguished from the mere *prima facie* ought. A duty is *ultima facie* for an agent iff it is what they all-things-considered ought to do; *prima facie* duties, on the other hand, can be superseded (more on this later).<sup>11</sup>

(II) The sense of "implies" that concerns me is strict implication. This relation combines ordinary conditional implication with a modal operator. In this case, the designated modal operator refers to moral necessity (understood in terms of consistency with the moral law). Hence, I understand OICCH to say something along the lines of, "It is morally necessary that, if *p*, then *q*." Consequently, I will suppose that if an agent neither can nor could have performed some action, then it is false that they are obligated to perform it. Various instances of immediately inference may be applied to this formulation, and so I will also presume that impermissibility strictly implies able not to and could have not, as well. The implies of strict implication is to be distinguished from the implies of conceptual presupposition,<sup>12</sup> on the one hand, and the implies of implicature (conversational or conventional),<sup>13</sup> on the other. On the former reading, injunctions to perform impossible acts, as well as their corresponding

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<sup>9</sup> cf. Marcel van Ackeren & Michael Kühler, "Ethics on (the) Edge? Introduction to Moral Demandingness and 'Ought Implies Can,'" in *The Limits of Moral Obligation*, eds. M. van Ackeren & M. Kühler (Routledge, 2016), 6; and Stocker, "'Ought' and 'Can.'"

<sup>10</sup> cf. J. O. Urmson, "Saints and Heroes," in *Moral Concepts*, ed. J. Feiberg (Oxford University Press, 1969), 60-73.

<sup>11</sup> cf. Matthew H. Kramer, "Moral Conflicts, the 'Ought Implies Can' Principle and Moral Demandingness," in *The Limits of Moral Obligation*, eds. M. van Ackeren & M. Kühler (Routledge, 2016), 164-65; Frances Howard-Snyder, "'Cannot' Implies 'Not Ought,'" *Philosophical Studies* 130 (2016): 233-46; Michael Zimmerman, "Remote Obligation," *American Philosophical Quarterly* 24 (1987): 199-205; and van Ackeren & Kühler, "Ethics on the Edge," 7.

<sup>12</sup> cf. R. M. Hare, *Freedom and Reason* (Clarendon Press, 1963), 53-54; Mizrahi, "'Ought' Does Not Imply 'Can,'" 23-26; and van Ackeren & Kühler, "Ethics on the Edge."

<sup>13</sup> cf. H. Paul Grice, *Studies in the Way of Words* (Harvard University Press, 1989), 86ff; Paul Saka, "Ought Does Not Imply Can," *American Philosophical Quarterly* 37 (2000): 101; Walter Sinnott-Armstrong, "'Ought' Conversationally Implies 'Can,'" *Philosophical Review* 93 (1984): 249-61; Sinnott-Armstrong, "'Ought to Have' and 'Could Have'"; Streumer, "Does 'Ought' Conversationally Implicate 'Can?'" and Mizrahi, "'Ought' Does Not Imply 'Can,'" 26-29.

statements of obligation, are senseless (and so neither true nor false) (at least on a Fregean interpretation).<sup>14</sup> And on the latter, injunctions and their corresponding statements of obligation tacitly implicate that the action can be, or could have been, performed, but they need not actually imply it.

**(III)** The sense of “can” that concerns me is non-libertarian, practical, specific possibility. An action is a libertarian possibility for an agent iff they both can do it and can refrain from doing it (this is sometimes called the “control” sense of can and is intimately related to debates on free will), whereas non-libertarian possibility does not imply the ability to do otherwise too.<sup>15</sup> The practical can is to be distinguished from the mere nomological can, on the one hand, and the feasible can, on the other. We’ll say that an agent, A, can practically do some act,  $\phi$ , if  $\phi$ ing is circumstantially possible for A given A’s current stock of all-purpose resources, including (but not limited to) A’s economic, technological, institutional, physical, and psychological (including epistemic) resources.<sup>16</sup> By contrast, something is nomologically possible iff it could obtain given the laws of the world under consideration (logical, metaphysical, physical, or whatever), which is a weaker form of possibility than the practical can; and feasibility is concerned with what an agent “can bring themselves to do,” which is a stronger form of possibility than mere practicality.<sup>17</sup> Finally, specific possibility is to be distinguished from various general forms of possibility. One form of general possibility would mean possible for the average agent; another form would mean in general possible for the agent. Specific possibility, however, is both context and agent dependent—it pertains to whether the specific agent can do the action in the specific context.

**(IV)** The subjects of the ought and can that concern me are individual agents. I take no stance as to whether OICCH is plausible for collective agents, such as institutions, teams, and so on, as well. OICCH is intended to be a generalized principle. Accordingly, we are concerned with a bound subject-variable within the scope of a universal quantifier (For all agents, A,...).

**(V)** The objects of the ought and can that concern me are concrete, deadlines actions. Obligations to act are to be distinguished from obligation to be a certain way

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<sup>14</sup> cf. King, *What We Ought and What We Can*, 8-9.

<sup>15</sup> cf. Stocker, “‘Ought’ and ‘Can’”; Zimmerman, “Remote Obligation”; and King, *What We Ought and What We Can*, 13.

<sup>16</sup> This definition was originally proposed as a definition for feasibility by David Wiens, “Political Ideals and the Feasibility Frontier,” *Economics and Philosophy* 31 (2015): 453, 455, 458, and discussed in Nicholas Southwood, “The Feasibility Issue,” *Philosophy Compass* 13, no. 8 (2018): 3ff. Southwood argues that, as a definition for feasibility, it is inappropriate; for while all of this is a necessary condition for feasibility, it is insufficient, as it stands. Nonetheless, as a definition for practical possibility, it seems excellent, and so it is repurposed here.

<sup>17</sup> cf. Nicholas Southwood, “Does ‘Ought’ Imply ‘Feasible?’,” *Philosophy and Public Affairs* 44, no. 1 (2016): 7-45.

(ought-to-do vs. ought-to-be). By concrete actions, I mean that I am concerned with cases of a single agent, a single specific action, and whether or not the agent, possessing the obligation, is thereby able to perform it or initially could perform it.<sup>18</sup> Deadlined obligations are to be distinguished from long-standing obligations, on the one hand, and repeat obligations, on the other. Long-standing obligations include obligations like “Do not murder,” which can never be fully satisfied and dismissed. Repeat obligations include obligations like the duty to attend class during some semester; the obligation requires that one perform the same type of action(s) several times over before it can be fulfilled and dismissed. Deadlined obligations call for one specific action at one specific time (or, at least, some specific window of time)—that is, they are actions with deadlines for their requisite performance. Again, OICCH is intended to be a generalized principle. Accordingly, we are concerned with a bound object-variable within the scope of a universal quantifier too (For all actions,  $\phi$ ,...)

(VI) Actions are always performed in time, and so the actions taken by the obligation and possibility modal operators must always be indexed to times. Moreover, the obligation and possibility operators must themselves be indexed to time, on pain of ill-formation, given that it is possible to presently have an obligation/ability, to have had an obligation/ability, and to not yet have an obligation/ability. (This is sometimes put as the distinction between remote and immediate obligations/abilities.<sup>19</sup>) In this way, obligations and abilities have temporal profiles of their own. Concurrent OIC principles are to be distinguished from non-concurrent OIC principles. Concurrent OIC principles state that the obligation and possibility modals within the formulation of the principle should receive the same timestamp. Non-concurrent OIC principles suppose that the two indices may be different. (This is sometimes put as the distinction between synchronic and diachronic OIC principles.<sup>20</sup>) The version of OIC that I prefer makes use of non-concurrent times indices, where the timestamp of the possibility modal operator essentially references the initial time at which the *ultima facie* obligation was first undertaken, whereas the ought operator does not. Finally, moving forward, I will be presuming that all references to units of time, designated with “t” and the like, are to be understood as referencing instances of time, rather than intervals, although intervals could be accommodated too, if necessary.

(VII) Two final points. First, I understand OICCH to express a first-order proposition, attempting to directly describe a feature of moral reality. This is in contrast to meta-normative versions of OIC, which suppose that it only ought to be the

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<sup>18</sup> cf. Stocker, “‘Ought’ and ‘Can.’”

<sup>19</sup> cf. Zimmerman, “Remote Obligation.”

<sup>20</sup> cf. King, *What We Ought and What We Can*; and King, “The Culpable Inability Problem for Synchronic and Diachronic ‘Ought Implies Can.’”

case that ought implies can;<sup>21</sup> deliberative formulations of OIC, which suppose that OIC is a kind of regulative principle on practical reasoning, according to which, if an agent concludes at the end of deliberation that  $\phi$ ing is the thing for her to do, then  $\phi$ ing must be possible for her (or, at least, she must believe that it is a possibility for her);<sup>22</sup> formulations of OIC according to which OIC is a kind of inference rule of deontic/modal logic; and also, formulations of OIC that take OIC to be a kind of metatheoretical principle concerning moral theoretical evaluation, such that OIC is a kind of desideratum governing moral theories, similar to Occam’s Razor. As King puts it, “On such a view, a moral theory could violate OIC, but this would necessarily come at some theoretical cost.”<sup>23</sup> And second, I understand OICCH to be a synthetic proposition, not an analytic one. Synthetic versions of OIC hold that the principle is true in virtue of the world, not in virtue of the concepts that constitute it. I hold that it is coherent but false to deny OICCH. As stated before, I also take OICCH to make a claim about what is morally necessary, and so I take OICCH to make a first-order, necessary, synthetic claim. I take no stance as to whether, so stated, is it a priori or a posteriori.

In this way, I understand OICCH to state that: It is morally necessary that, if an agent has a moral, deontic, ultima facie obligation to do something at some time, then this entails that it is (or initially was) a non-libertarian, practical, specific possibility for her to do it. For ease in presentation, we can put this semiformally as:

$$\blacksquare [O(A \text{ } \phi \text{ at } t_\phi) \text{ at } t^* \rightarrow \diamond(A \text{ } \phi \text{ at } t_\phi) \text{ at } t^* \text{ or at } t_0]$$

—where “ $\blacksquare$ ” designates moral necessity; “O” designates the defined deontic operator; “ $\diamond$ ” designates the defined can operator; “ $\rightarrow$ ”, together with the “ $\blacksquare$ ” ranging over the entire proposition, designates strict entailment; “A” designates any arbitrary individual agent; “ $\phi$ ” designates any arbitrary action of the sort previously defined; “ $t_\phi$ ” designates the time at which A is obligated to  $\phi$ ; “ $t^*$ ” designates any time after  $t_0$  but before  $t_\phi$ ; and “ $t_0$ ” designates that time at which A first obtained the requisite obligation to  $\phi$ . OICCH could be stated more precisely with additional formal apparatus, but this semiformal representation will suffice for the purposes of the proceeding discussion.

### 3. Popular Counterexamples to OIC

I’ll now turn to popular Ought Implies Can counterexamples and show how OICCH can circumvent them. Now, counterexamples to OIC-type principles tend to fall into one

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<sup>21</sup> cf. Ian Carter, “‘Ought’ Implies ‘Practical Possible,’” in *Freedom, Power, and Political Morality: Essays for Felix Oppenheim*, eds. I. Carter & M. Ricciardi (Palgrave, 2001), 79-95; and Kühler, “Ethics on the Edge.”

<sup>22</sup> cf. Nicholas Southwood, “‘The Thing to Do’ Implies ‘Can,’” *Nous* 50, no. 1 (2016): 61-72; and Bart Streumer, “Reasons and Ability” in *The Oxford Handbook of Reasons and Normativity*, ed. D. Star (Oxford University Press, 2018), 233-51.

<sup>23</sup> cf. King, *What We Ought and What We Can*, 18.

of eight classes. I'll introduce each, and show how OICCH can circumvent them, in turn. Note that the final four are of special importance; the fifth and sixth are those most often discussed in the literature, and the seventh and eighth are relatively new and specifically target non-concurrent time-indexed OIC principles, such as OICCH, and so will require unique treatment.

The first class of counterexamples sometimes presented in the literature are cases of morally authoritative injunctions to live perfectly.<sup>24</sup> For example, Jesus says to his followers "Be ye therefore perfect as thy Father who is in Heaven is perfect."<sup>25</sup> However, perfection is not possible for every (or perhaps even any) agent. Some versions of OIC, therefore, fall to this counterexample. OICCH, however, does not. "Ought," as we have seen, is ambiguous. It is sometimes used to express that one has a duty to act in some way; and it is other times used to express that one would act supererogatorily in so acting. Most plausibly, Jesus' injunction should be understood here as expressing the latter, mere ideal-expressing or supererogatory ought. This is on the grounds that no agent would take themselves, or others, to have violated some duty in failing to live up to perfection; (deontic) morality does not require us to live as moral saints.<sup>26</sup> Since OICCH is concerned only with deontic duty, it therefore escapes this class of counterexamples.

The second class of counterexamples are cases of injunctions to feel a certain way.<sup>27</sup> G. E. Moore offers the example of someone who, having just committed some moral blunder, is told that "You ought to be ashamed of yourself." But, of course, it is not always (or perhaps ever) possible for an agent to feel a certain way on prompt. And so, again, some versions of OIC fall to this counterexample. OICCH, however, does not. As before, "ought" is ambiguous. Most plausibly, injunctions to feel a certain way express ought-to-bes, not ought-to-dos. This is on the grounds that feeling a certain way is no direct action on the part of an agent, even if certain direct actions may be available to the agent that might result in her changing her affective state. Since OICCH is concerned only with ought-to-dos, it therefore escapes this class of counterexamples, as well.

The third class of counterexamples are cases of physically impossible moral dilemmas.<sup>28</sup> For example, agent A promises B to be in location  $L_1$  at some time  $t$ , A promises C to be in a distinct, far-off location  $L_2$  at  $t$ , and being in both  $L_1$  and  $L_2$  at  $t$  is physically impossible. Having made the promises to both B and C, A is indeed morally obligated to do what cannot physically be done. And so, some versions of OIC fall to

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<sup>24</sup> cf. Kading, "Does 'Ought' Imply 'Can?,'" 15; and Stern, "Did Kant Think It Does?," 52)

<sup>25</sup> cf. Mathew 5:48, in *The King James Bible*.

<sup>26</sup> cf. Urmson, "Saints and Heroes."

<sup>27</sup> cf. Kading, "Does 'Ought' Imply 'Can?,'" 12; and Vranas, "I Ought, Therefore I Can," 174-75.

<sup>28</sup> cf. McConnell, "Moral Dilemmas"; Jacquette, "Moral Dilemmas, Disjunctive Obligations, and Kant's Principle that 'Ought' Implies 'Can'"; and King, *What We Ought and What We Can*, 29-31.



these cases too. OICCH, however, does not. Most plausibly, such cases are cases of impossible prima facie obligations, at best. Here, A ultima facie ought either to keep her promise to B, to C, or to neither, depending on which obligation is the most pressing.<sup>29</sup> All three actions are possible for the agent. Since OICCH is concerned only with all-things-considered (ultima facie) obligations, it therefore escapes these counterexamples too.<sup>30</sup>

The fourth class of counterexamples are cases of unfree obligation fulfillment.<sup>31</sup> OIC is often taken to have consequences in debates on libertarianism vs. determinism. In those debates, many from both camps endorse a kind of Principle of Alternative Possibilities (“PAP”), according to which an agent is only morally responsible to do, or for having done, an action if they have, or had, the freedom both to do and not to do it.<sup>32</sup> If OIC is identified with, or taken to be analogous with, such a principle, then it will fall to cases in which, in order to fulfill an obligation, an agent puts themselves into a position where not fulfilling it becomes practically impossible. OICCH, however, does not fall to such cases, as I’ve formulated it, since the “can or could have” of OICCH is concerned only with non-libertarian possibility. Accordingly, it takes such cases as confirmations of the rule, rather than counterexamples to it.

We turn now to the final four classes of purported counterexamples often discussed in the literature. The fifth class of cases are cases of non-culpable contingently impossible obligations, purported cases in which the agent cannot at some time perform some action that they ought by no fault of their own.<sup>33</sup> Cases like this are exemplified in the following:

**Case 2:** Ron has taken out a short-term loan from the bank. He has agreed to pay back his loan at 12:00, and at 11:30, he is able to do so. However, on his way to the bank at 11:45, Ron is mugged, and all of

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<sup>29</sup> This last possibility is especially interesting and relevant here. If A ultima facie ought do neither, then this would be a case in which two conflicting duties are merely prima facie apparently without being overridden by some third duty. More on this later.

<sup>30</sup> The account I endorse here responds to this case in a manner consistent with the intuition to which most friends of OIC would also endorse. That response is as follows: The two events of promising were separated in time. And so, the first promise may have been ultima facie, but the second was not, but is rather an instance in which a duty may arise as prima facie from the start (more on this later). Therefore, this is not a genuine counterexample.

<sup>31</sup> cf. Stocker, “‘Ought’ and ‘Can’”; and Zimmerman, “Remote Obligation.”

<sup>32</sup> cf. Harry Frankfurt, “Alternative Possibilities and Moral Responsibility,” *Journal of Philosophy* 66 (1969): 829-39; David Copp, “‘Ought’ Implies ‘Can’ and the Derivation of the Principle of Alternative Possibilities,” *Analysis* 68, no. 1 (2008): 67-75.; and King, *What We Ought and What We Can*, 13-14.

<sup>33</sup> cf. Stocker, “‘Ought’ and ‘Can,’” 312; Vranas, “I Ought, Therefore I Can,” 175-78; Brouwer, “A Difficulty with ‘Ought Implies Can,’” 47; Sinnott-Armstrong, “‘Ought’ Conversationally Implies ‘Can,’” 251-54; and King, *What We Ought and What We Can*.

his money is taken from him. Now, at 11:50, Ron is no longer able to pay back his loan.<sup>34</sup>

And the sixth class of cases are cases of culpable contingently impossible obligations, purported cases in which the agent cannot at some time perform some action that they ought by some fault of their own.<sup>35</sup> Cases like this are exemplified in the following:

**Case 3:** Savanna has promised Emma at 1:00 to meet her for dinner at 6:00. However, Savanna goes to a movie theater at 3:30. The movie ends at 5:30. The restaurant where she has promised to meet Emma is one hour's drive away, and so now, at 5:30, she is no longer able to meet Emma for dinner at 6:00.<sup>36</sup>

Friends of OIC have historically offered one of two responses to these cases. The first is the Hypological Defense, which most directly applies to Case 2. It is argued that, in this situation, Ron is not genuinely blameworthy for failing to repay his loan at 12:00. Consequently, since violating an obligation is usually taken to be sufficient for blameworthiness, Ron should not be understood to be genuinely obligated at 11:50 to repay his loan at 12:00 either.<sup>37, 38</sup> And the second is the Moral Residue Defense, which applies equally to Case 2 and Case 3. It is argued that, in both situations, while the agents are not obligated at 11:50 and 5:30 to repay their loan and meet their friend for dinner, respectively, they do nonetheless acquire some new obligation at these times. For example, at 11:50, Ron has acquired the new obligation to repay his loan as soon as possible thereafter, and so on; and Savanna has acquired the new obligation to call Emma to apologize, and so on. As Vranas puts it: "The interesting question is whether

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<sup>34</sup> cf. Kading "Does 'Ought' Imply 'Can?,'" 14.

<sup>35</sup> cf. Streumer, "Does 'Ought' Conversationally Implicate 'Can?,'" 220ff; Stocker, "'Ought' and 'Can,'" 314; Vranas, "I Ought, Therefore I Can," 167-68, 175-76; Brouwer, "A Difficulty with 'Ought Implies Can,'" 47; and King, *What We Ought and What We Can*.

<sup>36</sup> cf. Sinnott-Armstrong, "'Ought' Conversationally Implies 'Can,'" 252.

<sup>37</sup> cf. Stern, "Did Kant Think It Does?"; Vranas, "I Ought, Therefore I Can," 179-81; and Brown, "Moral Theory and the Ought-Can Principle," 215-16, 218.

<sup>38</sup> This is not to say that someone's violating a duty always constitutes sufficient justification to actually blame them for failing to perform the requisite action. Suppose Savanna promises Emma to pick her up from the airport at 2:00. She leaves home to arrive at the airport in time, but on her way there, she comes across a drowning child (cf. Peter Singer, "Famine, Affluence, and Morality," *Philosophy and Public Affairs* 1, no. 3 (1972): 229-43). She pulls over to save them and tend to their welfare. Caught up in the situation, she does not call Emma to let her know that she'll be late. Emma stands in Arrivals for an hour waiting for Savanna. Finally, she calls a Lyft. I take it that in this situation, Savanna is to blame for Emma's delay and having to hail a taxi, but this does not mean Emma has a right, or good grounds upon which, to hypologically criticize Savanna. (Thanks to an anonymous referee from *Review of Metaphysics* for requesting clarification on this point.)

OIC allows people to get rid of unwanted obligations without residue, whether it lets people off the hook. And proponents of OIC can argue that it does not.”<sup>39</sup>

Regardless of whether one thinks these defenses succeed or fail, it is clear that OICCH may circumvent them with greater ease. Neither Case 2 nor Case 3 targets OICCH, since, in each scenario, the agent could have done the action under consideration, even if they can no longer do them. For this reason, both actions under consideration may still be *ultima facie* obligatory for both agents. Once the time elapses and both agents fail to perform their duties, Savanna will be deserving of hypothetical criticism and Ron will probably not; but that is consistent with OICCH, which is neutral on the subject of the normativity of blame- and praise-casting.

One might take the ease by which OICCH can escape the two aforementioned purported counterexamples as good reason to prefer non-concurrent OIC principles over concurrent ones. However, there are analogous cases that likewise target OICCH. The seventh class of counterexamples are cases of non-culpable necessarily impossible obligations, purported cases in which the agent cannot at any time perform some action that they ought by no fault of their own.<sup>40</sup> Cases like this are exemplified in the following:

**Case 4:** Private Adil is a medic in the army who has been called upon for help in a battle. He is tasked with providing medical attention to wounded soldiers. Across the battlefield, Private Amanda is wounded and lays dying at 1:00, a five minutes’ walk from Private Adil’s location. At 1:00, Captain Ross orders private Adil to treat Private Amanda’s wound. But private Adil is paralyzed with fear—he’s been catatonic for the last ten minutes—and cannot complete his task.<sup>41</sup>

And the eighth, and final, class of counterexamples are cases of culpable necessarily impossible obligations, purported cases in which the agent cannot at any time perform some action that they ought by some fault of their own.<sup>42</sup> Cases like this are exemplified in the following:

**Case 5:** Margo has just moved to Seattle, and so she decides to visit a local coffeeshop to buy a double-shot mocha blended iced latte. She wants the drink, but she doesn’t want to pay the \$5 for it. And so, she purposefully leaves her wallet at home, knowing that her drink will be made before she is asked to pay. Her drink order is

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<sup>39</sup> cf. Vranas, “I Ought, Therefore I Can,” 182.

<sup>40</sup> cf. Mizrahi, “‘Ought’ Does Not Imply ‘Can’”; and King, *What We Ought and What We Can*, 28.

<sup>41</sup> cf. Mizrahi, “‘Ought’ Does Not Imply ‘Can,’” 21ff.

<sup>42</sup> cf. Sinnott-Armstrong, “‘Ought’ Conversationally Implies ‘Can,’” 253-54; King, *What We Ought and What We Can*, 28; and King “The Culpable Inability Problem for Synchronic and Diachronic ‘Ought Implies Can.’”

ready at 1:00, and now, at 1:05, the cashier is asking her to pay for it. But, of course, Margo has no money to pay for the drink.<sup>43</sup>

Some versions of Ought Implies Can or Could Have would seem to fall here, since both of the aforementioned cases purport to show a situation in which an agent has a moral obligation to do something at some time, and yet they neither can nor ever could have practically done it at any time. What follows is my defense of the principle.

With respect to cases of non-culpable necessarily impossible obligations, like Case 4, I think two replies are available. One defense begins, first, by making a distinction between agential inability, on the one hand, and agential disability, on the other; and second, by noting that Private Adil in the case is suffering not from inability per se, but rather from psychological disability—namely, catatonia or shock. Now, having made this distinction, we might suppose that those suffering from disability (especially psychological disability) should not be held responsible for the undesirable acts they commit under the disorder's influence. If this is right, then a kind of Hypological Defense might be offered, which argues that since Private Adil is not genuinely blameworthy in this case (regardless of whether he is in fact blamed by his superior officer, Captain Ross), he therefore is not genuinely obligated to act in it either.<sup>44</sup>

And the second defense applies to cases of culpable and non-culpable necessarily impossible obligations alike. This defense appeals again to the prima facie / ultima facie ought distinction. Cases like Case 4 and Case 5 would only be problematic for a defender of OICCH if they were to show that, since Adil and Margo could never perform their respective duties, then they must thereby be supposed to not have, and never have had, any such duties at all. But this is not so. There are only no ultima facie obligations present in either case. One need not suppose that we are discussing entirely suppressed duties as a result of inability, only superseded (prima facie) ones.<sup>45</sup>

A critic may object that paradigmatic prima facie duties are usually understood as duties that began their life as ultima facie but then have been overridden by some

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<sup>43</sup> cf. King, "The Culpable Inability Problem for Synchronic and Diachronic 'Ought Implies Can.'"

<sup>44</sup> There is a growing and uncertain literature about how disability, especially psychological disability, affects moral responsibility (cf. Hanna Pickard, "Responsibility without Blame: Thinking about Unwise Choices in Mental Health," *The Philosopher's Zone* (2015), URL: <<https://www.abc.net.au/radionational/programs/philosopherszone/thinking-about-unwise-choices-in-mental-health/6837682>>; Nomy Arpaly, "How It's Not 'Just Like Diabetes,'" *Philosophical Issues* 15 (2005): 282-98; and Matt King & Joshua May, "Moral Responsibility and Mental Illness: A Call for Nuance," *Neuroethics* 11, no. 2 (2018): 11-22). It is worth noting that Mizrahi's other cases of necessarily impossible obligations likewise appeal to cases of agential disability—for example, a deaf mother who (purportedly) ought to attend to her crying child but cannot; a person in a terrible car-wreck who (purportedly) ought to check on the other vehiclist but is either injured or pinned down and so cannot; and so on.

<sup>45</sup> cf. Zimmerman, "Remote Obligation."

more significant duty. In both Adil and Margo's case, however, there doesn't appear to be any conflicting duty with the normative force to override their obligations. And so, it is implausible to say that their duties are merely prima facie in their respective cases.

Now, while it is true that prima facie duties are usually understood as ultima facie duties that have since been overridden, this is neither a compulsory nor the most plausible way to understand what prima facie duties are. Ultima facie duties are duties that an agent has all-things-considered. Prima facie duties, on the other hand, are simply duties that an agent has not-all-things-considered. Some prima facie duties start their life as ultima facie, but not all of them do. A duty may begin prima facie and only later "arise from the depths" to become ultima facie; alternatively, a duty may begin prima facie and never go on to become ultima facie before it is violated, fulfilled, or otherwise dismissed, but rather "remains forever in the nether world of duties that are merely prima facie."<sup>46</sup> We see this in the case of physically impossible moral dilemmas, discussed earlier. In a sense, such duties are "overridden immediately at [their] inception[s]."<sup>47</sup> I claim only that Adil and Margo's duties are prima facie duties that likewise arose superseded.

A critic might concede that such duties exist but deny that cases of culpable necessarily impossible obligations are cases involving duties of this type. Take the case of a person who becomes severely intoxicated with alcohol at a bar and then decides to drive home. I would say, while driving, the driver ought only prima facie avoid wrecking his car;<sup>48</sup> and, therefore, by wrecking his car on the way home, the driver has merely committed a prima facie wrong. But saying that the driver has only committed a prima facie wrong does not do the case justice. More accurately, the driver has engaged in a more serious, ultima facie wrong. But one can only commit an ultima facie wrong by violating an ultima facie obligation.<sup>49</sup> Therefore, the critic will insist, his duty to not wreck cannot be merely prima facie.

This objection, however, strikes me as far too hasty. Supposing that violating some obligations is more serious than violating some others, such that some actions can be more wrong to commit than others, violating a prima facie obligation is not always less wrong than violating an ultima facie one, as this objection seems to imply. I promise my sick friend to donate to them one of my kidneys next week. However, in the interim, my father takes ill and needs a kidney now too. Here, prima facie, I ought to donate my kidney to my friend; but ultima facie, I ought to donate it to my father. Consequently, if I donate it to my father, I will have done an ultima facie right, but also a prima facie wrong. Next, I promise my friend to give him a stick of my bubblegum

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<sup>46</sup> cf. *ibid.*

<sup>47</sup> cf. *ibid.*

<sup>48</sup> cf. Sinnott-Armstrong, "'Ought' Conversationally Implies 'Can,'" 250-51.

<sup>49</sup> cf. Zimmerman, "Remote Obligation."

but decide to withhold it. Here, I have an ultima facie obligation to give him the gum, and so by withholding it, I have committed an ultima facie wrong. Now compare the wrong I committed by withholding a kidney and the wrong I committed by withholding the stick of bubblegum. The former wrong is much more significant than the latter, despite it being merely prima facie. And so, “prima facie wrong” and “ultima facie wrong” do not communicate anything about the absolute hypological or axiological severity of the violation of duty. By saying that the drunk driver has only committed a prima facie wrong by crashing his car, therefore, we cannot necessarily be said to be downplaying the severity of the situation. And so, this objection misfires too.

#### 4. Comparative Virtues of OICCH

We have now seen how a reply on behalf of Ought Implies Can or Could Have can be offered to each of the eight Ought Implies Can counterexamples. I take this demonstration to have shown that OICCH is a principle worth taking seriously. What I now wish to argue is that not only does OICCH have some virtues to speak on its behalf, but, in fact, it has more than at least three plausible competitor OIC principles: Concurrent Time-Indexed Ought Implies Can (hereafter “CTI-OIC”), Existential Time-Indexed Ought Implies Can (hereafter “ETI-OIC”), and Counterfactual Ought Implies Can (hereafter “CF-OIC”). The first two challenge how OICCH addresses King’s sixth question, concerning time-indexing, and the third challenges how my account addresses King’s second, concerning implication. As before, I’ll introduce and critique each, in turn.

##### 4.1. Concurrent Time-Indexed OIC (CTI-OIC)

According to CTI-OIC, if, at one time, A ought to  $\phi$  at potentially some other time, then it must be possible, at that former time, for A to  $\phi$  at that potentially different time. That is, for all times, if an agent has an obligation, then she must concurrently have the possibility too. Put semiformally—

$$\blacksquare [O(A \phi_s \text{ at } t_\phi) \text{ at } t^* \rightarrow \Diamond(A \phi_s \text{ at } t_\phi) \text{ at } t^*]$$

—where all of our previous interpretation (where applicable) continue to hold (review §2). Concurrent Time-Indexed Ought Implies Can is perhaps the most popular time-indexed OIC-type principle to date. Versions of CTI-OIC have been endorsed by Zimmerman,<sup>50</sup> Vranas,<sup>51</sup> and Streumer,<sup>52</sup> among others.

CTI-OIC, so understood, is on its face plausible. Moreover, it is apparently simpler than OICCH too. However, the account loses its plausibility upon closer

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<sup>50</sup> cf. *ibid.*

<sup>51</sup> cf. Peter B. M. Vranas, “I Ought, Therefore I Can Obey,” *Philosopher’s Imprint* 18, no. 1 (2018): 1-36; and Vranas, “I Ought, Therefore I Can,” 171, 176.

<sup>52</sup> cf. Streumer, “Does ‘Ought’ Conversationally Implicate ‘Can?’,” 222ff.

examination. CTI-OIC still apparently falls to Case 2 and Case 3, sketched above, those cases of culpable and nonculpable contingently impossible obligations, and any way it might attempt to escape the counterexamples strikes me as dubious, for one reason or another. Does, instance, Savanna still have the obligation at 5:30 to meet Emma for dinner at 6:00, even though it is no longer possible for her to do so? The proponent of CTI-OIC must say either yes, she still has it, or no, she does not have it any longer.

Suppose she does still have it. In that case, we might ask, is her duty to meet Emma *ultima facie* or merely *prima facie*? If it is *ultima facie*, then the case is a genuine counterexample and CTI-OIC is shown to be decisively false. So, the proponent of CTI-OIC should say that her duty is only *prima facie* at 5:30. But whereas it is plausible that, say, Private Adil's duty is merely *prima facie* in Case 4, it is not plausible that Savanna's duty is only *prima facie* in Case 3. After all, Savanna's duty to meet Emma was *ultima facie* at one time—namely, at 1:00. And so, if it has become *prima facie* in the interim, we need some explanation for why it has lost its *ultima facie* status. The problem, though, is that when a duty starts its life as *ultima facie* and then later becomes *prima facie*, this is usually (at least partially) explained by saying that a different, more pressing duty has emerged which has overridden the initial duty; or otherwise that the agent with the obligation has been excused. In the case of contractual obligations, such a promise, this requires the consent of the other party, as a minimum requirement. But in Savanna's case, there does not seem to be any superseding duty we can cite as the cause. Nor did Emma excuse Savanna from the obligation. It is one thing for a duty to never become *ultima facie*; it is another to say that a duty can at one moment have the status of *ultima facie* and then suddenly lose it without an alternative all-things-considered duty or excuse. Moral philosophers have already been inclined to accept the possibility of the first phenomena, but no one, to my knowledge, has suggested the possibility of the second. To do so now, then, would seem to be suspiciously *ad hoc*.

Now, I have said that “no one... has suggested the possibility” that “a duty can at one moment have the status of *ultima facie* and then suddenly lose it without an alternative overriding duty or excuse.” But one might wonder: Isn't this just what the “ought implies can”—as opposed to OICCH—defender says is true? Namely, that there can be obligations that are *ultima facie* unless and until inability or excuse renders them no longer *ultima facie*? To that question, I would say that those who support an OIC-type principle suppose just that ability to perform some action provides a necessary condition on someone's having an obligation to perform it. (OIC accounts then divide over how best to understand the relation between inability and obligation.) There are, of course, many other necessary meta-normative conditions on someone's having an obligation or losing one. One other plausible necessary meta-normative condition is just as I have said: A duty cannot be *ultima facie* for an agent in one moment and then suddenly cease being *ultima facie* in the next moment unless some new *ultima facie* duty has arisen to supersede it or they have been excused from

it. One reason one might accept a principle like this is because it would appear that for each agent, there is always some all-things-considered obligation they currently possess. To live in a moral society is to live in a deontic web; we always have some *ultima facie* duty or other, whether to oneself or to another. If an agent's obligation were suddenly to cease being *ultima facie* without some new one arising, this principle would be violated, for then the agent would no longer have any *ultima facie* duty in that moment whatsoever; which is absurd.

Now, in defense, one could say that Savanna does in fact have an overriding, *ultima facie* duty in this case—namely, the duty to call Emma and apologize that she will be late. However, this defense cannot be sustained. Supposing she does have such a duty, this is no conflicting duty with her duty to meet her for dinner at 6:00. “Apologizing” is not a factive verb; a person can sincerely and genuinely apologize for actions that they never performed. This defense would be plausible if Savanna could either apologize or make it to dinner on time, but not both. But it is in general possible to perform an action and still apologize for not performing, or vice versa. And so, even granting that Savanna now has the duty to apologize, the relation between her duty to meet Emma for dinner and her duty to apologize is importantly disanalogous from, say, the conflicting duties we see in the case of physically impossible moral dilemmas.

So suppose instead that Savanna no longer has any obligation at all at 5:30 to meet Emma for dinner at 6:00. Even when coupled with a Hypological Defense and a Moral Residue Defense, this consequence is likely to strike us as counterintuitive. But even if this bullet is bitten, a second kind of destructive dilemma emerges. Suppose, *arguendo*, that this is all correct. We can ask: Has Savanna already violated her (past) obligation or has she not?

Let's say that she has already violated her (past) obligation to meet Emma for dinner at 6:00. This route leads to an absurd result when we consider four plausible premises. The first is that, per the scenario, it is actually 5:30. The second is that, in general, all instances of time are discrete, such that if it is actually one time,  $t_1$ , and it is actually another time,  $t_2$ , then  $t_1$  and  $t_2$  must be the same time. The third premise is that one cannot violate a deadlined obligation without actually violating it. And the fourth is that one can only actually violate a deadlined obligation to perform some act at, say,  $t_1$ , if it is actually sometime after  $t_1$ ; otherwise one may have virtually violated the obligation, but they have not yet actually violated it.<sup>53</sup> The argument then unfolds as follows:

4. Suppose, for *reductio*, that Savanna has already violated her (past) obligation at 5:30 to meet Emma for dinner at 6:00. [Assumption for RAA]

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<sup>53</sup> I take it that to say one has “virtually” violated an obligation, or that one has violated a “remote obligation” to mean that they have not yet violated it all, but are only fated to do so because of the impossibility of now fulfilling it.



5. If Savanna has already violated her (past) obligation at 5:30 to meet Emma for dinner at 6:00, then she must have actually violated her past obligation to meet Emma for dinner at 6:00. [Premise]
6. But, she can only have actually violated her obligation to meet Emma for dinner at 6:00, if it is actually sometime after 6:00. [Premise]<sup>54</sup>
7. It is actually 5:30. [Premise]
8. If it is actually one time,  $t_1$ , and it is actually another time,  $t_2$ , then  $t_1$  and  $t_2$  are one and the same time. [Premise]
9. And so, it would follow that 5:30 is identical to some time after 6:00. [From 4-8]
10. But this is absurd—5:30 is not identical to any time after 6:00. [Premise]

Therefore, it cannot be the case that Savanna has already violated her (past) obligation at 5:30 to meet Emma for dinner at 6:00, on pain of a temporal (modal collapse), whereby discrete instances of time collapse into one. A critic would be ill-advised to object to premises (5), (7), or (8). I suppose a critic could object to premise (6). But to deny (6) seems to me scarcely less plausible than to accept (9), which is absurd.

Metaphysics aside,<sup>55</sup> a critic might rebut that Savanna clearly takes on a new obligation after 5:00 with respect to Emma—namely, the obligation to call her and apologize. But then, if this is so, the best explanation for her taking on the new obligation is that she has already done something wrong with respect to Emma. One cannot be obligated to apologize for having violating an obligation if one has not already violated it. Consequently, the supposition that Savanna has already violated her obligation at 5:30 to meet Emma for dinner at 6:00 is defensible.

But this defense is mistaken. Albeit, Savanna does take on an obligation to apologize to Emma at 5:30 that she didn't have at, say, 5:00. However, the preceding defense has misrepresented in what exactly this obligation consists. If Savanna has a new obligation at 5:30, it is not to apologize to Emma for having been late—after all,

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<sup>54</sup> This premise may be controversial, but I take it that it is supported well enough by metaphysical intuition. If I have just promised you to run a marathon tomorrow, I can't very well fail to run the marathon now. Part of what would *constitute* my failure to have run the marathon is that the marathon has taken place and I didn't run it. I could, however, now apologize to you for having made a false promise.

<sup>55</sup> If one is not satisfied with a purely metaphysical argument, then consider this consequence. Payday is tomorrow. I call payroll today to ask if I can have my check sooner. Payroll tells me that they are sorry but they cannot pay me until it is actually tomorrow or after. But, if this defense is right, then that is no problem. To circumvent the issue, I make a promise to my friend in Hong Kong to visit them tomorrow. There is only one more flight leaving for Hong Kong, scheduled to depart in an hour. I purposefully miss the flight. Now, per CTI-OIC, I only had the obligation to meet my friend tomorrow, which I have already and actually violated. Consequently, it is now actually sometime after tomorrow. So, clever me, I call payroll again to demand my check.

it is not even 6:00 yet, and so, were she to call Emma to apologize, Emma would likely think that Savanna, in apologizing at 5:30, is mistaken about the time. Rather, Savanna may be said to have the obligation here to offer a pre-emptive apology; that is, she ought to apologize because she will be late. This suggests that she has not already violated that (past) obligation, because one cannot violate an obligation to meet someone at 6:00 unless one has shown up late or not shown up at all, which is only possible if 6:00 has already come and gone.

Let's say then that Savanna has not already violated her (past) obligation. But, in that case, we might once again ask a dialectical question: Will Savanna nonetheless violate that past obligation at some point in the future, or will she never violate it? Suppose the latter. If this is so, then it would follow that at no point in the future will Savanna ever have wronged Emma by not keeping their dinner appointment. And so, should Emma call her later to complain about not meeting her for dinner, Savanna might reasonably reply that she has violated no obligation to meet Emma for dinner, and so her complaints are unjust. And she would be right. But, of course, she would not be right; Emma's complaints would be justified. And so, we should not suppose that she will never violate that (past) obligation.

So suppose instead that at some point in the future she will violate it—say, after 6:00. This response faces problems too. For consider that CTI-OIC still supposes that, at 5:30, Savanna no longer has any obligation to Emma at 6:00 but now only has one to her. This on its own ought to cause us three worries. First, let's say now that Emma were to make one of two phone calls to Savanna at that time. She first calls Savanna to remind her of her obligation to meet her in half an hour. She might even remind Savanna that she has failed to meet her for dinner on several previous occasions, and so, should Savanna fail to meet her again, she intends to hold a grudge. But, if CTI-OIC is right, Savanna might reasonably reply here that she currently has no obligation to meet her for dinner, and so her threat is unwarranted. And she would be right. But, of course, she is not right; Emma's threat is just. More problematically, suppose Emma were to call her at 5:30 to suddenly cancel the date. I think we should like to say in this situation that Savanna has just enjoyed a measure of good moral luck. She just escaped some obligation she just had but would not have been able to fulfill. But if this account is right, then Savanna has enjoyed no such moral good luck, for, according to CTI-OIC, she currently has no obligation to meet Emma for dinner at 5:30, and so she will not have been excused from any such duty.

And finally, we should worry about the conditions under which an *ultima facie* duty can be superseded. The present defense suggests that the duty to meet Emma for dinner at 6:00 has become suppressed after 5:00. But this is puzzling. The duty was not fulfilled or violated; Savanna was not excused from the obligation; and neither was the duty suppressed by some other duty. And so, there does not seem to be any explanation for why the duty would suddenly lose its *ultima facie* status in this

instance. As before, to insist that duties can sometimes be suppressed, despite no familiar deontic-suppressing process or processes obtaining, is ad hoc. Consequently, we ought not suppose that she no longer has the duty either.

To summarize and conclude the proceeding argument, we saw that:

11. The defender of CTI-OIC must either say that, at 5:30, Savanna still has the obligation to meet Emma at 6:00 or she no longer has it.
  12. If they say that she does still have it, then they must say it is either ultima facie or prima facie.
    13. If it is ultima facie, then we are faced with a direct counterexample to the principle.
    14. And if the duty is only prima facie, we must propose an ad hoc process whereby ultima facie duties can become prima facie without any overriding duties causing the status change.
  15. But then, if the defender of CTI-OIC says that Savanna no longer has the obligation at 5:30 to meet Emma for dinner at 6:00, then they must either say that she has already violated the obligation, or that she hasn't already violated the obligation.
    16. If we say that she has already violated the obligation, then we face a temporal (modal) collapse, whereby discreet instances of time become one.
    17. Now, if we say that she has not already violated that past obligation, then we must either say that she will never violate it anytime in the future, or that she will.
      18. If will say she will never violate it, then it would be inexplicable why Emma would be justified were she to call Savanna after 6:00 and complain that she had failed to meet her for dinner.
      19. And, more generally, if we say that she no longer has the obligation but now only had it, even if she will still violate it at some point in the future, then 1) it would be inexplicable why Emma would be justified in threatening Savanna at 5:30 with a grudge should she not meet her for dinner at 6:00, 2) we could not say that Savanna will have enjoyed a measure of good moral luck were Emma to suddenly cancel the dinner date at 5:30, and 3) we must, again, propose an ad hoc process whereby duties can cease to exist for an agent although they were not fulfilled, violated, excused, or otherwise suppressed by any other duties.

20. Consequently, whether we say that Savanna still has the duty at 5:30 to meet Emma for dinner at 6:00, or that she does not, CTI-OIC would entail some absurd result(s).

Therefore, we can conclude that CTI-OIC ought to be rejected in favor of some account that does not reach similarly absurd conclusions. Now note that OICCH does not reach any similarly absurd conclusions. Savanna initially could have meet Emma for dinner upon undertaking the obligation; therefore, we can still suppose that, at 5:30, it is still an *ultima facie* duty for her to meet her for dinner, although it is now no longer (concurrently) possible for her to do so.

#### 4.2. Existential Time-Indexed OIC (ETI-OIC)

Let's turn then to the second alternative time-indexed OIC-type principle popular in the literature. According to ETI-OIC, if, at one time, A ought to  $\phi$  at some other time, then it must be the case that there exists some time such that it is possible, at that time, for A to  $\phi$  in due course. That is, if at some time an agent has an obligation to do something, then it either is, was, or will be possible for them to do so. This is an existentially generalized account since it holds that—

$$\blacksquare [O(A \phi s \text{ at } t_\phi) \text{ at } t^* \rightarrow \exists \tau \diamond (A \phi s \text{ at } t_\phi) \text{ at } \tau]$$

—where all of our previous interpretations (where applicable) likewise continue to hold (review §2), and where “ $\tau$ ” is here taken as a variable ranging over instances of time. Versions of Existential Time-Indexed Ought Implies Can have been endorsed by Howard-Snyder<sup>56</sup> and (perhaps) by Baltzly,<sup>57</sup> as well. Like CTI-OIC, ETI-OIC seems plausible on its face and can evidently circumvent all of the original counterexamples to OIC, using just the same resources with which OICCH made us at every turn. However, upon closer inspection, I think this account suffers from problems, as well.

One problem, noted by Howard-Snyder,<sup>58</sup> though not to my mind sufficiently addressed, is that ETI-OIC would fail to excuse agents when presumably a plausible OIC-type principle should excuse them. This is so whether we restrict the range of instances over which the existential quantifier embedded in the formulation's consequent is permitted to range, or whether we do not. If we do not restrict the ranges of instances, it will break down whenever we consider situations involving possibilities an agent has before an obligation sets in but not after it, and when we consider situations involving possibilities an agent has after an obligation has expired but not before it. Suppose Private Amanda (from Case 4) is wounded at 12:45; Private Adil could tend to her at that time; his catatonia sets in at 12:50; and at 1:00, Captain Ross orders Adil to tend to Amanda's wounds. Friends of OIC should like to say here

<sup>56</sup> cf. Howard-Snyder, “‘Cannot’ Implies ‘Not Ought.’”

<sup>57</sup> cf. Dirk Baltzly, “Moral Dilemmas are Not a Local Issue,” *Philosophy* 75, no. 2 (2000): 245-63.

<sup>58</sup> cf. Howard-Snyder, “‘Cannot’ Implies ‘Not Ought,’” 235-36.

that Adil does not have the *ultima facie* obligation to run across the battlefield and tend to her wounds. CTI-OIC and OICCH can clearly reach this verdict, but ETI-OIC, on the other hand, cannot. After all, he could have tended to her wounds at 12:45, before the obligation set in.

Howard-Synder has suggested the defense to deny that Private Adil really had the potential at 12:45 to tend to Private Amanda's wounds. This might be maintained on the grounds that, at 1:00, there was already a fact of the matter about whether his catatonia would set in, and so whether or not tending to the soldier really could have been done. However, whereas Case 4 would seem to show that ETI-OIC is far too weak, if coupled with this defense, it will have been shown to be far too strong. For consider again Case 2. We are inclined to say that, at 11:30, it was possible for Ron to pay back his loan at 12:00. But, if there was already a fact of the matter, at 11:30, about whether or not Ron would be mugged, and if Howard-Synder's defense is correct, then it would appear that the potential to repay his loan was merely apparent all along. Consequently, his *ultima facie* obligation to pay back his loan at 12:00 will have failed to have ever taken effect, even whenever he initially took out the loan.

A better defense is to restrict the scope of the existential quantifier embedded in the principle to instances of time beginning with the instance at which the obligation is undertaken by the agent and ending with the deadline for discharging the duty. This results in a sounder principle. Nonetheless, I think even here OICCH has a competitive edge. This restricted version of ETI-OIC will reach the same verdict as OICCH in a large number of cases. However, the two importantly come apart in one crucial kind of case, exemplified in the following:

**Case 6:** Hunter is a painter who has promised her friend who owns a local art gallery that, should he ever ask, she will paint a new picture to put on display there. On Wednesday, Hunter catches the flu and is bedridden. Her friend, however, calls her to collect upon the promise. He needs a new piece by Sunday to put on display. Hunter tells him that she's sick, but he does not let her off from the obligation. Hunter remains ill until Saturday, when she suddenly recovers. Now she can paint the picture.

Here is what I take to be the correct deontic history about the case. Hunter acquired a *prima facie* duty on Wednesday to paint the picture by Sunday. That duty remained *prima facie* until Saturday, when it was promoted to *ultima facie*. But ETI-OIC would suggest that on Wednesday, Hunter's obligation might already be *ultima facie*. After all, relative to Wednesday, there will be a time at which she is able to paint the picture by Sunday—namely, on Saturday. And so, her illness fails to excuse her on Wednesday, and there might be no significant deontic change between then and Saturday. But this sounds wrong. Again, a plausible OIC principle should want to excuse Hunter while she is ill and only hold her *ultima facie* accountable if/once she has recovered. The subtle

but significant difference between OICCH and ETI-OIC is that the latter contains a generalized, existential quantifier, ranging over all times, past, present, and future; the former, OICCH, on the other hand, does not. OICCH uses a disjunction when specifying time indices—the first disjunct is the particular moment at which the obligation was first acquired, and the other is bound by an actuality operator, which functions like an indexical, referring to the present moment only. In this way, it doesn't run the risk of ranging over future times too and so mistakenly allowing that a mere prima facie duty might actually be ultima facie on the grounds that there *will be* a time at which the agent might perform the action.<sup>59</sup>

### Counterfactual OIC (CF-OIC)

Let's now turn to the third and final alternative OIC principle. According to CF-OIC, were it the case that, at some time, A ought to  $\phi$  at some other time, then it might have been the case that A  $\phi$ ed in due course. This OIC-type principle makes use of an embedded subjunctive conditional in its formulation instead of an ordinary conditional, and so may be represented semiformally as:

$$\blacksquare [O(A \phi \text{ at } t_\phi) \text{ at } t^* \diamond \rightarrow A \phi \text{ at } t_\phi]$$

—where all of our previous interpretations (where applicable) continue to hold (review §2), and where all that has been said about "can" is now transferred to the counterfactual "might have," designated with " $\diamond \rightarrow$ ". Utilizing the traditional Stalnaker-Nute-Lewis semantics for counterfactual might-have conditional evaluation (for ease in analysis), we'll say that a proposition of the form " $p \diamond \rightarrow q$ " is true, relative to some world,  $w_1$ , iff there is some world,  $w_2$ , such that  $w_2$  is accessible from  $w_1$ ,  $w_2$  is among the most nearby worlds to  $w_1$ , and both  $p$  and  $q$  obtain at  $w_2$ ,<sup>60</sup> and where modal nearness is determined on the basis of total global similarity,<sup>61</sup> qualitative resemblance,<sup>62</sup> and according to a metric of weighted similarity.<sup>63</sup>

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<sup>59</sup> Thanks to an anonymous reviewer from *Review of Metaphysics* for requesting further explication of how OICCH and ETI-OIC differ over Case 6.

<sup>60</sup> cf. Robert C. Stalnaker, "A Theory of Conditionals," in *Studies in Logical Theory 2*, ed. N. Rescher (Blackwell, 1968); Donald Nute, "Counterfactuals and Similarity of Worlds," *Journal of Philosophy* 72, no. 21 (1975): 773-78; David K. Lewis, *Counterfactuals* (Basil Blackwell, 1973); David K. Lewis, "Counterfactuals and Comparative Possibility," *Journal of Philosophical Logic* 2, no. 4 (1973): 418-46; David K. Lewis, "Counterfactual Dependence and Time's Arrow," *Nous* 13, no.4 (1979): 455-76; and David K. Lewis, "Ordering Semantics and Premise Semantics for Counterfactuals," *Journal of Philosophical Logic* 10, no. 2 (1981): 217-34.

<sup>61</sup> cf. Ana Arregui, "On Similarity in Counterfactuals," *Linguistics and Philosophy* 75, no. 2 (2009): 5-26.

<sup>62</sup> cf. Lars B. Gundersen, "Outline of a New Semantics for Counterfactuals," *Pacific Philosophical Quarterly* 85 (2004): 1-20.

<sup>63</sup> cf. William Starr, "Counterfactuals," in *The Stanford Encyclopedia of Philosophy*, ed. Edward N. Zalta (Fall 2019 Edition), URL:

CF-OIC plausibly captures a similar intuition to that of which ETI-OIC intended to capture. Moreover, like ETI-OIC, CF-OIC is simple and it is able to circumvent some of the most significant purported counterexamples to OIC, including cases like Case 4 and Case 5. None of the closest worlds in which Adil is ordered to tend to his fellow soldier while suffering catatonia are worlds in which he does so; and none of the closest worlds in which Margo orders her latte after leaving her wallet at home are worlds in which she pays for it.

However, one problem with this account is that it would either have to deny Counterfactual Strong Centering, the principle that each world is more nearby to itself than any other world, or it would entail vanishing past obligations. For example, consider Case 3 again. Suppose that the time is now 6:30 and Savanna has failed to meet Emma for dinner at 6:00. Supposing that Savanna is a good person, we can imagine that she would be feeling pangs of guilt at this point. She might reason:

21. Had I the obligation to  $\phi$ , then I might have  $\phi$ ed. [Premise]
22. I had the obligation to  $\phi$ . [Premise]
23. And so, I might have  $\phi$ ed. [19, 20  $\diamond \rightarrow E$ ]

However, if we accept CF-OIC, then Savanna’s reasoning here is not quite sound. Given that the actual world,  $w_{@}$ , is more nearby to itself than any other world, and given that, at  $w_{@}$ , she both had the obligation to meet Emma for dinner at 6:00 and yet failed to do so, then it is strictly speaking false that she might have met her for dinner at 6:00 had she had the obligation. In the most nearby world—namely,  $w_{@}$ , given Strong Centering—she both had the obligation and violated it. Consequently, Savanna could excuse herself from her regretful thoughts, for it is false that she counterfactually might have done otherwise. In fact, the problems here are even worse than stated; if CF-OIC is right, then the only things we’re ever obligated to do are limited to what we actually do, which is absurd.

A defender might recommend we resolve the conflict by simply denying Strong Centering. This might be maintained on the grounds that we already know that practical possibility is peculiar from the standpoint of modal logic. Modal transitivity ( $\diamond \diamond p \rightarrow \diamond p$ ) is known to fail when our possibility modal designates the practical one. For example, suppose that “ $p$  is practically possible for you provided that you could bring it about at a cost not exceeding  $c$  dollars. Suppose  $p$  would cost  $2c$  dollars. Then it might well be the case that at a cost of  $c$ , you could make  $p$  be practically possible—for you might be only another  $c$  away from getting to  $p$ . Thus,  $p$  is practically

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<<https://plato.stanford.edu/archives/fall2019/entries/counterfactuals/>>; and A. D. Bassford & C. D. Dolson, “Counterfactual Similarity, Nomic Indiscernibility, and the Paradox of Quidditism,” *Inquiry* (forthcoming).

impossible, but it is practically possible for  $p$  to be practically possible.”<sup>64</sup> Similarly, we should not be surprised if the practical counterfactual might turns out to be unusual, given all of the constraints we have built into it.

However, three things might be said against this defense. First, such a move would come with a cost, since Strong Centering is very plausible.<sup>65</sup> Second, such a move would seem suspiciously ad hoc, given the circumstances. We have independent reasons for denying, say, practical possibility modal transitivity, but outside of this discussion, there seems to be no good reason to deny Strong Centering. Finally, if one accepts OICCH instead, then one can continue to accept Strong Centering, since the objection would then be moot. This suffices to show that, even if CF-OIC is not decisively refuted on these grounds, it is at least less plausible than OICCH.

### **Concluding Remarks**

Let’s take stock. In section 1, I raised the question: Can some version of OIC be defended from the counterexamples often cited against it? In section 3, I argued that at least one version may be defensible—the alternative principle that Ought Implies Can or Could Have, as formulated in section 2. Its success at handling some of the thorniest counterexamples in the literature warranted the conclusion that OICCH is worth serious consideration. Then, in section 4, I offered an additional argument. The argument was that, not only does OICCH have some virtues to speak on its behalf, but it appears to have even more than several of its most popular competitor OIC-type principles, including Concurrent Time-Indexed OIC, Existential Time-Indexed OIC, and Counterfactual OIC. Just as OICCH succeeds where other versions of the principle fail, so too it would seem to succeed where these three other accounts falter, as well. The upshot of this paper is that those who already find OIC intuitively plausible should consider accepting OICCH instead.

Granted, this is a tentative conclusion, for no absolute reasons in favor of the principle have been offered, but only a defense and an abduction showing its relative merits, an in-house dispute between friends of OIC. A fuller examination of the principle on its own grounds is therefore needed. As indicated in section 1, besides offering direct criticism of OIC, critics of the principle have also mounted indirect critiques of it too, either by attempting to undermine any reasons in its favor, or by attempting to show that commonsense does not support the intuition as much as might be thought. I suspect that OICCH may be of some service in adjudicating those disputes, as well. However, the demonstration to this effect must await some future occasion.

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<sup>64</sup> cf. Alexander R. Pruss & Joshua L. Rasmussen, *Necessary Existence* (Oxford University Press, 2018), 15.

<sup>65</sup> cf. Lee Walters & Robert G. Williams, “An Argument for Conjunction Conditionalization,” *The Review of Symbolic Logic* 6, no. 4 (2013): 573-88.



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