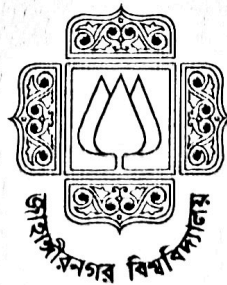


Copula
Jahangirnagar University Studies in Philosophy
Vol. XXX June 2013



Department of Philosophy
Jahangirnagar University
Savar Dhaka Bangladesh

'Ought' Implies 'Can' and the Argument from Self-Imposed Impossibility : a Critical Examination

Mostofa Nazmul Mansur*

Introduction:

The Kantian maxim, 'ought' implies 'can', had been regarded, until the 80s of the last century, as an unquestionably true maxim. It had been enjoying more or less an axiomatic status since it was postulated. But since the early 80s a number of philosophers have been questioning the truth of this maxim. Opponents of this maxim attack it from various positions one of which is branded as the Argument from Self-Imposed Impossibility. In the present paper, after a critical examination of the Argument from Self-Imposed Impossibility, I will argue that the Argument from Self-Imposed Impossibility not only severely undermines the truth of the Kantian maxim, it, in fact, convincingly proves that the Kantian maxim is false.

The Maxim:

The maxim, as I have mentioned in the introduction, traces back to Immanuel Kant. In his *Critique of Pure Reason* Kant says:

This 'ought' expresses a possible action the ground of which cannot be anything but a mere concept; whereas in the case of a merely natural action the ground must always be an appearance. *The action to which the 'ought' applies must indeed be possible under natural conditio*¹

And, again, in his *Religion within the Boundaries of Mere Reason* Kant says:

Yet duty commands that he be good, and *duty commands nothing but what we can do.*²

From the above propositions (and from many other propositions found in Kant's texts) it can easily be inferred that Kant takes it for granted that if an agent *ought* to do some action, the agent *can* do that action under natural condition, *i.e.* 'ought' implies 'can'. Kant never tries to defend this maxim

* Associate Professor, Department of Philosophy, JU.

as (it seems that) he takes the maxim so obvious that it requires no defense. The maxim, for Kant, is a true premise—not a conclusion—of an argument. He does not present his maxim in a pattern of formula either. But philosophers of the both parties—defenders and opponents of the maxim—express it in pattern of formula for their convenience. The *preliminary version* of this maxim, expressed in a pattern of formula, is the following:

Maxim-K: If *S* morally ought to do *A*, then *S* can do *A*.

I call the above formula the Maxim-K in which ‘K’ stands for Immanuel Kant. I treat the Maxim-K (as is indicated above) as the preliminary version of the original Kantian maxim because we will see later that philosophers are tuning and turning it into moderate versions (*e.g.* maxim with double time-indexes) to combat attacks against the maxim. But for now, I will begin with the preliminary version of the maxim, *i.e.* with the Maxim-K.

The Attack: the Argument from Self-Imposed Impossibility

Some philosophers think that an agent may take some sort of deliberative steps that cause herself unable to do a certain action which she ought to do. If it is true, then, according to those philosophers, it seriously challenges the truth of the Maxim-K. The line of these thoughts has been given the title *Self-Imposed Impossibility* by Michael Zimmerman.³ G. P. Henderson⁴, Alan White⁵, Richard Robinson⁶, Robert Richman⁷, Walter Sinnott-Armstrong⁸ are among others who attack the Maxim-K from the above mentioned line of thoughts. In the present paper I take Sinnott-Armstrong as the chief representative of this line of thoughts.

Sinnott-Armstrong, in his paper “ ‘Ought’ Conversationally Implies ‘Can’ ”, argues against the Maxim-K by offering a counterexample in which the word “implies” is taken as to mean what is meant by the word “entails”:

Suppose Adams promises at noon to meet Brown at 6:00 p.m. but then goes to a movie at 5:00 p. m. Adam knows that, if he goes to the movie, he will not be able to meet Brown on time. But he goes anyway, simply because he wants to see the movie. The theater is 65 minutes from the meeting place, so by 5:00 it is too late for Adams to keep his promise. Consequently, if ‘ought’ entailed ‘can’, it would not be true at 5:00 that Adams ought to meet Brown. Similarly, if Adams is still at the theater at 6:00, he cannot then meet Brown on time. Consequently, if ‘ought’ entailed ‘can’, it would not be true at 6:00 that Adams ought to meet Brown.⁹

From the above example it seems that if ‘ought’ implied (in the sense of entailment) ‘can’, then an agent could escape from an obligation simply by

making herself unable to perform the relevant action. But this, according to Sinnott-Armstrong, is counterintuitive.¹⁰ Most of the people won't agree that simply by (deliberately) making oneself unable to perform the relevant action, one can escape from an obligation. To make his point clearer Sinnott-Armstrong asks to pay attention to the following imaginary telephone conversations between Adams and Brown¹¹:

In response to Adams's call from the theater at 6:00 p.m.,
Brown replies:

"Where are you? You ought to be here (by now)."

Or, if Adams calls at 5:00 p.m., Brown's possible reply may be:

"Why haven't you left yet? You ought to meet me in an hour, and it takes more than an hour to get here from the theater."

In both cases, Brown's replies seem to be reasonable and true because Adams has, indeed, promised to meet with him at 6:00 p.m., and the promise has never been mutually cancelled and the obligation has not been overridden. Hence, it is true that Adams ought to meet with Brown at 6:00 p.m. even though he cannot meet with Brown at 6:00 p.m. Here, the situation is an 'ought but cannot' situation which essentially indicates that the Maxim-K, *i.e.* 'ought' implies 'can', is false.

One might argue against Sinnott-Armstrong's example of the Self-Imposed Impossibility by claiming that the agent ought to perform the (promised) action until but not after the time the agent no longer can do what she ought to do. She may argue that specifically in Adams case it is not true after 4:55 p.m. that Adams ought to meet with Brown. But this objection against the Argument from Self-Imposed Impossibility is not workable because there, I think, is no good reason to think that the obligation—which was active at 4:54 p.m.—is cancelled or lapsed at 4:55 p.m.¹² About the above objection, Sinnott-Armstrong seems to have the same observation as that of mine. He straightforwardly rejects the objection and says:

However, I argued that at 5:00 and even at 6:00 it is still true that Adams ought to meet Brown. Thus my argument cannot be avoided by restricting the times when the agent ought to do the act.¹³

Another way of arguing against Sinnott-Armstrong's example might be like the following: even though one sense of 'ought' does not entail 'can', there are other senses of 'ought' that may still entail 'can'. This objection, just like the previous one, is not workable for at least two reasons: first, the sense that Sinnott-Armstrong takes for 'ought' seems to me the sense which is taken for 'ought' by most defenders of the Maxim-K. Second, if the

Maxim-K is true, it is true without exceptions; it is not a proper way of defending the maxim by supposing that sometimes in some senses 'ought' entails 'can' and sometimes in some other senses 'ought' does not entail 'can'. Sinnott-Armstrong seems to agree with these observations and hence rejects the above objection by saying: "... such multiplication of senses avoids the issue and is not justified."¹⁴ Of course, he agrees that 'cannot' is sometimes a reason for denying 'ought' because of a substantive moral truth that some kinds of moral judgments with 'ought' are not true when the agent cannot do the act in question.¹⁵ But this sort of limited material conditionals cannot save the maxim because to be a true maxim, the maxim needs to be true in all of its substitution instances. And, Sinnott-Armstrong's counterexample involving the Self-Imposed Impossibility shows that the Maxim-K is not true in all of its substitution instances. Hence, Sinnott-Armstrong concludes that the Maxim-K is false.

A Defense: the Time-Indexed Maxim

Many defenders of the Maxim-K think that the proponents of the Self-Imposed Impossibility have rejected the maxim quite hastily; they have ignored the feature that the maxim can be understood with the ascription of 'double time-indexes.' Michael Zimmerman, a defender of the maxim, presents a splendid description of the time-indexed maxim. He shows that we can understand 'can' by ascribing two time indexes to it: the first time index shows when the agent has the ability to perform the action and the second time index shows when the agent has to perform the action in question. So, instead of saying 'S can do A' we can say that 'S can at T do A at T*.' Here T, the first time-index, is the time when the agent has the ability to do A, and T*, the second time-index, is the time when the agent is required to perform the action A. A concrete example may be like this: I may say "I can fly to New York tomorrow." Now by using double time-index this statement can be restated in the following way: "I can *now* fly to New York *tomorrow*." Here 'now' is the first time-index (similar to T) that shows when I have acquired the ability to fly, and 'tomorrow' is the second time-index (similar to T*) that shows when I am to fly. It is important to note here that, according to Zimmerman, when the first and the second time-indexes are identical, the control that is expressed by 'can' is *immediate*, and when the first and the second time-indexes do not coincide (it can be assumed that in this case, T is earlier than T*), the control that is expressed by 'can' is *remote*.¹⁶

Now, like 'can', 'ought' should be understood by double time-indexes. So, instead of saying 'S ought to do A', we can say: 'S ought at T do A at T*.' Here, T, the first time-index, indicates when the agent acquires the obligation, and T*, the second time-index, indicates when the agent is to discharge the obligation in question. If, like 'can-contexts', the first and

second time-indexes are identical, the 'ought' is *immediate*, and if they do not coincide (again, it may be assumed that in this case T is earlier than T^*), the 'ought' is *remote*.¹⁷

Now, using the double time-indexed interpretations of 'ought' and 'can', we can restate the Kantian maxim ('ought' implies 'can') in the following way:

The Maxim-KT: 'S ought at T to do A at T^* ' implies 'S can at T do A at T^* '.¹⁸

I will call this double time-indexed version of the Kantian maxim as the Maxim-KT in which 'T' stands for 'double-time indexed'. Now it is important to see how the Maxim-KT deals with the issue raised by the proponents of the Argument from Self-Imposed Impossibility.

Recall Adams' example. According to the double time-indexed interpretation of the Kantian maxim, *i.e.* The Maxim-KT, prior to 4:55 p. m. Adams ought to meet with Brown at 6:00 p. m.; but, at and after 4:55 p. m. when Adams is no longer able to meet with Brown at 6:00 p. m., it is no longer true that Adams ought to then meet with Brown at 6:00 p. m. He rather, according to Zimmerman's interpretation, is faced with new options, and his obligations change accordingly. What these new options are will depend on the details of the case he and Brown face.¹⁹ Of course, it does not mean that Adams' previous obligation is excused or automatically extinguished by Adams' acquiring of these new options and new obligations. We can maintain that Adams ought, at or prior to 4:55 p. m., to meet with Brown at 6:00 p. m. and as this remote obligation is not satisfied, a wrong is done. And the wrong caused by the violation of a remote obligation is a genuine wrong which is no less important than immediate wrongs.²⁰ Hence, Adams deserves to be blamed for not meeting with Brown at 6:00 p. m. But, according to Zimmerman's interpretation, it is not inconsistent with holding that at and after 4:55 p. m. it is no longer true that Adams ought to meet with Brown at 6:00 p. m. It may seem objectionable to some that Adams is blameworthy for not meeting with Brown at 6:00 p. m. even though he cannot meet with him at that time. But defenders of the Kantian maxim, as Ishtiyaque Haji mentions, need not deny it, for the control or freedom-relevant requirements of blameworthiness are quite reasonably taken to be satisfied by the agent. A 'tracing principle' may show this feature of freedom-relevant requirements of blameworthiness.²¹ In this paper I won't discuss it in detail. I, rather, take it for granted that Adams satisfies freedom-relevant requirements of blameworthiness, and hence, quite justly deserves to be blamed for not meeting with Brown at 6:00 p. m. even though he cannot meet with Brown at that time.

So, what have we got here? According to the defenders of the Maxim-KT, it is true that Adams, until 4:55 p. m., ought to meet with Brown at 6:00

p. m.; and it is also true that Adams, until 4:55 p. m., can meet with Brown at 6:00 p. m. But, at and after 4:55 p. m., Adams is no longer able to meet with Brown at 6:00 p. m.; and it is not true that he ought to meet with Brown at 6:00 p. m. even though he is blameworthy for not meeting with Brown at that time because by not meeting with Brown at 6:00 p. m. or by (freely) making himself unable to meet with Brown at 6:00 p. m. Adams violates a remote obligation. Thus, we see, according to this interpretation of the Kantian maxim, when Adams ought to perform an action, he actually can perform that action. And when he cannot perform the action in question, he might be blameworthy but the action is not obligatory. Hence, according to the proponents of the Maxim-KT, the Kantian maxim that 'ought' implies 'can' survives.

An Observation: The Maxim-KT and 'Ought' Implies 'Could'

An obligation, I think, is an ongoing matter²² which cannot automatically be cancelled by the relevant agent's acquiring a new obligation. An obligation can only be cancelled by mutual agreement between both parties—the agent who is obligated to perform the action in question and the agent to whom the first agent is obligated.²³ If it is so, then Adams' obligation remains alive, *i.e.* Adams' obligation is not cancelled or emptied, after 4:55 p.m.; it remains alive even after 6:00 p.m. In short, the obligation that Adams ought to meet with Brown at 6:00 p.m. is alive even in any point of time after 4:55 p.m. Here, the relevant 'ought-context' can be explained in the following way:

There was a time T such that Adams ought at T meet with Brown at T^* , and this obligation was not cancelled at any point of time.

Now, the relevant 'can-context' must be explained accordingly:

There was a time T such that Adams could at T meet with Brown at T^* , and this action was not performed at any point of time.

Thus, we see, at any time after 4:55 p.m. (even after 6:00 p.m.) it is true that Adams ought to meet with Brown at 6:00 p.m., and this 'ought-context' implies that 'there was a time when Adams could meet with Brown at 6:00 p.m.' That is, prior to 4:55 p.m. 'Adams ought to meet with Brown at 6:00 p.m.' implies 'Adams *can* meet with Brown at 6:00 p.m.' while after 4:55 p.m. 'Adams ought to meet with Brown at 6:00 p.m.' implies 'Adams *could* (before 4:55 p.m.) meet with Brown at 6:00 p.m.' So, what the double time-indexed maxim, *i.e.* the Maxim-KT, seems to have proven is not

straightforwardly that 'ought' implies 'can' but that 'ought' implies at least 'could'.²⁴

Return to the Argument from Self-Imposed Impossibility:

Although my above mentioned observation indicates that the Maxim-KT allows that 'ought' implies at least 'could', but it is just an *initial observation* to the maxim. I maintain that several features of our everyday life suggest that we cannot always do what we ought to do; it is not impossible that I ought to do an action that I cannot—even could not in any relevant point of time—do. The characteristics in virtue of which some action becomes what ought to be done are quite different from the characteristics in virtue of which that action becomes something that can be done. There is no reason to think that these two sets of characteristics must coincide.²⁵ So, I revise my initial observation and claim that 'ought' does not necessarily imply 'can' or even 'could'. And this is my *final observation* on the issue.

In order to support my *final observation* I need to present here examples of the Self-Imposed Impossibility that cannot be covered by double time-indexed interpretation of the Maxim, *i.e.* the Maxim-KT. Sinnott-Armstrong's example of Adams, as we have seen, does not work since the Maxim-KT can cover it with its double time-indexed interpretation of the Kantian maxim. So, I present new examples of self-imposed impossibility which, I believe, cannot be covered by the double time-indexed interpretation. Here is my first example:

a) **False Promise:** Mathew₁ has been going through a hard time. He has lost his job and has become pretty penniless. Furthermore, he now needs \$20,000 to support his mother's medical treatment. Mathew₁ does not see any hope of earning this amount of money in next few months. Helpless Mathew₁ then asks one of his friends to lend him \$ 20,000 promising, of course falsely, that he will return this money next week, say on the next Sunday. Soon after he borrows the money, he spends the entire amount to support his mother's medical treatment. Penniless Mathew₁ has become penniless again immediately after borrowing the money. Mathew₁ knew it and did not even imagine that he would return the money on the due date.

In the above example, Mathew₁ ought to return the money though he cannot return it because as soon as he borrowed the money, he spent the entire amount to support his mother's treatment. It can be said here that Mathew₁ did wrong when he promised falsely and he could refrain from making such a false promise. That is true. But that does not excuse him from the obligation of returning the money on the due date. That is, he ought to return the money on the due date though there is no *reasonable point of time* (on and before the due

date) when he could return it. Here, I emphasize on 'reasonable point of time; for, an ardent defender of the Maxim-KT may argue that the double time-indexed interpretation of the maxim, *i.e.* the Maxim-KT, can cover it in the following way: before the time Mathew₁ spends the money for his mother's treatment he ought to return the money on the due date; and he, at that time, could return the money on the due date, *i.e.* Methew₁ ought at *T* (before spending the money) to return the money at *T** (on the due date)' implies 'Methew₁ can at *T* (before spending the money) return the money at *T** (on the due date)'; but after he spends it, he no longer can return the money, and he is no longer obligated to return the money on the due date although he becomes blameworthy because of violating a remote obligation. In this interpretation, by spending the money to support his mother treatment Methew₁ has done an immediate wrong.²⁶ In reply, I argue that people borrow money not only to return it on the due time but also to spend it according to their needs (I assume that in the case of Methew₁, Methew₁ has informed his friend that he is borrowing the money to spend for his mother's treatment). So, by spending the borrowed money for his mother's treatment (for what Methew₁ has borrowed the money) Methew₁ has not done any immediate wrong (although by making false promise he has done a wrong); and since he surely knew, at the time he borrowed the money, that he would be unable to return the money soon after borrowing it (and note that he is obligated to return the money on the next Sunday, and not just after he borrows it), I do not see any reasonable point of time when he could return the money. I do not think that a judgment in which the relevant 'can-context' can only be applied to the thin slice of time between Methew₁'s borrowing the money and spending it for his mother's treatment contains sufficient moral significance that can be used to defend the Maxim-KT. That is why I emphasize on 'reasonable point of time' and claim that there is no reasonable point of time when Methew₁ could return the money he borrowed.

I understand that many ardent supporters of the Maxim-KT are not convinced yet; they still prefer to stick to the view that there was a time (*e.g.* just before Methew₁ spent the money to support his mother's treatment) when Methew₁ could (in the sense of acquiring such ability) return the money on the due date. For them, here is my second example in which, I believe, there is not even a thin chance of finding a point of time when the agent actually can do the required action that the agent ought to do:

b) Indirect Self-Imposed Impossibility: it is Monday today. Methew₂ has to pay his tuition (which amounts to \$ 20000) by today noon. He studies in the University of Calgary, Calgary (Alberta). But today he is visiting his uncle's home who lives in an apartment located at the Elizabeth Street, Toronto (Ontario). Furthermore, he does not have the money to pay his tuition.

That is, even if he was in Calgary today, he wouldn't be able to pay his tuition unless he borrowed the amount from someone. Methew₂ does not want to miss the deadline for paying his tuition. So, he makes a phone call to his friend Black who is in Calgary now. Methew₂ requests Black to go to the University of Calgary and pay his (Methew₂'s) tuition promising that he will return the money at 4:00 p.m. on the next Thursday. Actually, Methew₂ lent Jones the same amount few weeks ago. Jones promised that he would return the money before 4:00 p.m. on the Thursday of this week. Methew₂ considers Jones as trustworthy, and hence, believes that he will receive the amount of \$ 20000 from Jones in time. That is why Methew₂ has made such promise to Black. But unfortunately Jones fails to keep his promise, and consequently, Methew₂ cannot return Black's money at 4:00 p.m. on Thursday.

In the above example, there is no point of time when Methew₂ can (or could) return the money—there is no time in which he acquires the ability to return the money²⁷ on Thursday at 4:00 p.m. —but he ought to return the money at or before 4:00 p.m. on Thursday²⁸ I call it Indirect Self-Imposed Impossibility because there is no *direct* action, on Mathew₂'s part from Monday noon to Thursday 4:00 p. m., that makes him unable to do what he ought to do. It is, rather, Jones' action, *i.e.* Jones' failure of keeping his promise to Mathew₂, that makes Mathew₂ unable to act upon his obligation to Black. One cannot trace any violation of immediate obligation done by Mathew₂. Again, Jones' failure of keeping his promise does not excuse Mathew₂'s obligation to Black of returning the money on the due time because Jones is not a party in Mathew₂'s obligation to Black. We can assume that Black does not even know Jones. And, if Mathew₂ informs Black of the whole matter sometime prior to Thursday 4:00 p. m., say at 3:00 p. m., and expects excuse, Black may reply in the following way:

Hey, wait! I don't know about Jones and his commitment to you. You promised that you'd return the money at 4:00 p. m. today. So, you *ought* to return the money at that time. That's all I know about it.

Clearly, Black is justified in claiming that Mathew₂ ought to return the money on the due time even though he cannot return it at that time due to Jones' unexpected behavior. Actually, one agent's (*e.g.* Jones') wrong action cannot be an appropriate excuse for another agent's (*e.g.* Mathew₂'s) failure of maintaining an obligation to a third agent (*e.g.* Black). Hence, Mathew₂ is in no way excused from his obligation to return the money on Thursday at 4:00 p. m.; he ought to return the money at that time. But clearly he cannot return the money at any time between Monday noon (the time he borrowed

the money) and Thursday 4:00 p. m. This is a perfect 'ought but cannot (or 'could not')' situation which cannot be covered by the Maxim-KT. Hence, the Kantian maxim that 'ought' implies 'can' is false.

Conclusion

In this paper I have shown that the Kantian maxim that 'ought' implies 'can' is not true provided that the word "implies" is used in the sense of 'entails.' I agree with Sinnott-Armstrong that examples of the argument from Self-Imposed Impossibility can show that the maxim is false. But his example of Adams is not strong enough to prove the falsity of the maxim; his example of Adams is a subject to be captured by the Maxim-KT. That is why I have presented two examples of the Self-Imposed Impossibility which, I believe, are stronger and are able to prove the falsity of the Kantian maxim. However, Sinnott-Armstrong has considered two other senses of 'implication' in this context: *presupposition* and *conversational* implications. According to the former sense, 'ought' presupposes 'can.' Sinnott-Armstrong believes that even in this sense of 'implication', 'ought' implies 'can' can be false.²⁹ I do not agree with Sinnott-Armstrong on this point. I think, in this sense of 'implication', 'ought' really implies 'can.' The structure of this implication is the following: '(ought & can) \supset can' which is a mere tautology and does not bear moral significance. Defenders of the Kantian maxim do not intend to defend the maxim on the basis of such a pointless sense of 'implication'. According to the other sense of 'implication', 'ought' conversationally implies 'can', *i.e.* in certain kind of conversations, if a speaker claims that a person ought to do something, a listener will normally *suppose* that the speaker *thinks* that this person can do something.³⁰ This is a pragmatic, not a moral, sense of 'implication'. Philosophers, when they defend the Kantian maxim, do not defend it in this sense of 'implication'. Actually, defenders of the Kantian maxim defend it taking the term "implication" in the sense of 'entailment'. And in that sense of 'implication', as I have shown in this paper by my examples supporting the Arguments from Self-Imposed Impossibility, the maxim 'ought' implies 'can' is false.

Footnote :

1. Immanuel Kant, *Critique of Pure Reason*, trans. Norman Kemp Smith (Edinburgh: R & Q Clark Limited, (1781/1933)), p. 473 [My italics]
2. Immanuel Kant, *Religion Within the Boundaries of Mere Reason, and Other Writings*, eds. Allen Wood, George de Giovanni (Cambridge: Cambridge University Press, (1793/1998/2003)), p.68 [My italics].

3. Michael J. Zimmerman, "Remote Obligation", *American Philosophical Quarterly*, Vol. 24, Number 2 (1987), p. 199.
4. G. P. Henderson, "'Ought' Implies 'Can'", *Philosophy*, vol. 41 (1966), pp. 101-112.
5. Alan R. White, *Modal Thinking* (Oxford: Basil Blackwell, 1975).
6. Richard Robinson, "Ought and Ought Not", *Philosophy*, vol. 46 (1971), pp.193-202.
7. Robert J. Richman, *God, Free Will and Morality* (Dordrecht: D. Reidel, 1983).
8. Walter Sinnott-Armstrong, " 'Ought' Conversationally Implies 'can' ", *The Philosophical Review*, XCIII, No.2 (1984), p.252
9. *Ibid.*, p. 252.
10. *Ibid.*, p. 252.
11. *Ibid.*, p. 252 (slightly reconstructed).
12. As it has been mentioned earlier that the promise has not been mutually cancelled or the obligation has not been overridden.
13. Sinnott-Armstrong (1984), p. 253.
14. *Ibid.*, p. 254.
15. *Ibid.*, p. 254.
16. Zimmerman (1987), p. 199.
17. *Ibid.*, p. 199.
18. *Ibid.*, p. 199.
19. *Ibid.*, p. 199.
20. *Ibid.*, p. 200.
21. Ishtiyaque Haji, *Incompatibilism's Allure: Principle Arguments for Incompatibilism* (Ontario: Broadview Press, 2009), p. 108.
22. An obligation is an ongoing matter until it is fulfilled or 'emptied'. What makes an obligation 'emptied' is explained in the next footnote.
23. Of course, an obligation may be said to be 'cancelled' when the situation makes it ineffective, *e.g.* the death of the obligator. A case like that is an extreme case. And, I prefer to use the word 'emptied' instead of 'cancelled' in such cases, *i.e.* an obligation is 'emptied' when the situation makes it ineffective, *e.g.* the death of the obligator.

24. I am aware of the fact that this is not what Zimmerman means to say. He, I think, would prefer to say: (i) as of the time Adams cannot meet with Brown at 6:00 p.m., he no longer has an obligation to meet with Brown at 6:00 p.m. (ii) Adams *had* an obligation to meet with Brown at 6:00 p.m., but this obligation was not fulfilled; hence, a remote wrong is done. I agree with (ii), but not with (i). For, it seems to me simply unreasonable to think that a wrong doing (relevant to an obligation) may allow one to be freed from what one ought to do (the obligation).
25. White (1975), p. 148.
26. Another immediate wrong is done by making the false promise.
27. Note that Methew₂ has never had the money at hand; it is Black who paid for him.
28. For, there is no reason to think that the promise is cancelled or emptied and the obligation is excused.
29. Zimmerman (1987), pp. 250, 254-55.
30. *Ibid.*, pp. 255-59.