

PRACTICAL INFERENCE, NECESSITY AND DEFEASIBILITY

When someone is said to be under a *prima facie* obligation to do A, is he really under an obligation of some sort, or only something related in a special way to obligation? Such is the way the issue was joined by Ross [in *The Right and the Good* (Oxford, 1930), pp. 19-20], and by Toni Carey [in "How to Confuse Commitment with Obligation," *JP*, 72 (May, 1975), 281]. That one would seem to be under a real obligation, or as Shope puts it, be subject to an actual moral demand ["*Prima Facie Duty*", *JP*, 62 (May, 1969), 280], is reflected in such locutions as "You are under a *prima facie* duty to pay Smith five dollars, because you promised to do so." Ross himself has been interpreted to give credence to this view (despite his ambivalence in the passages in which he raises the issue) when, for example, he writes "there are certain moral principles that always remain true, e.g.,...there is always the *prima facie* duty to tell the truth or keep a promise" [*Foundations of Ethics* (Oxford, 1939), p. 143].

Moreover, according to Ross—and this is what lends the most credence to this interpretation—the *prima facie* duty can be overridden only at the cost of some compunction. For example, consider the all too familiar case of making a laying promise to an armed terrorist in order to win the release of the hostages. There can be no doubt that the duty to save the hostages overrides the requirement not to lie, yet it cannot be denied that there is *some* regret however small, about doing this, and that it would be better if only it were possible to secure the release of the hostages without telling any lies at all. The point is underscored by Neil Cooper [in a review of *Practical Reason*, ed. by Stephen Korner, *Mind*, 84 (April, 1977), 293] in which he notes that "when one moral requirement clearly overrides another, the overridden requirement is not morally thought of as having been excluded once and for all from all further consideration." There is a "haunting" character to the overridden requirement which may even "involve our regarding ourselves to compensate" (although not in the above case) for our omission to fulfill it.

From these remarks and from his other well-known views we may construe Ross as saying, on the one hand, that one has a prima facie duty (not) to do a certain action if and only if there is some moral demand or requirement on one (not) to do it (Shope's interpretation, *loc. cit.*); and, on the other, that the modality of general moral principles expressing such prima facie duties is such that they necessarily (and a priori) give rise to a moral demand.

There are, however, some serious and well-known difficulties with this view. For one thing, there is a number of moral principles — principles specifying Rossian prima facie obligations—which do not necessarily give rise to any moral demand or requirement in this sense. This is due, not to the requirement's being overridden, but to it's being completely nullified or cancelled. I offer three examples from the literature, starting with the least controversial. The first is given by J. Raz and involves the Rossian principle of gratitude :

John who invited me to a dinner party, greets me with a wanton and humiliating insult when I arrive. His invitation and my acceptance of it are reasons for me to behave politely and not to give offence. His subsequent insult is a reason for making clear what I think of his behaviour. This is incompatible with polite behaviour, but the nature of his insult is such that . . . the requirement to be polite is not merely outweighed but is completely cancelled out. [“Reasons for Action and the Logic of Requirement” in *Practical Reason*, ed. Stephen Korner (Yale, 1974), p.31].

The next two examples concern the most widely discussed Rossian principle; the prima facie obligation to keep a promise.¹ Of these the first is a criminal promise, discussed by G. R. Grice in his attempt to defend the contrary thesis that there is a necessary implication between promising and “abstract” obligation. Accordingly, if Criminal A make a promise to Criminal B, Grice says :

Criminal A (still) places himself under an abstract (prima facie) obligation. It follows that criminal B (still) has an abstract (prima facie) right against him . . . Thus, if instead of looking after the night watchman while his companion cracks a safe, he, following his inclination, consorts with a lingering female, he has acted against a better reason.

(A prima facie obligation?) And when he later visits his confederate in prison to apologize, the bitter recriminations which he receives are fully justified. [*The Grounds of Moral Judgement*, (Cambridge, 1967), p. 85].

Is Grice right? Ought criminal A to apologize to B; are the recriminations of the latter fully justified? Notice that when A fails to attend to the night watchman, Grice characterizes this as acting against a better reason instead of acting against a prima facie obligation. For reasons that will become apparent, this slide is quite significant, but on Grice's view it should amount to little because he regards the two as equivalent and because the idea of apologizing and receiving justified recriminations is supposed to be the mark of a prima facie obligation. Perhaps all the same it is plausible to say that A acted against a prima facie obligation, in which case this may be due to the particular example and not (at least not yet) to the cogency of his general thesis that promises—even criminal ones—necessarily imply the prima facie obligation to keep them. To test this we need to consider a more extreme case; what is learned from Grice's discussion, however, will prove useful in dealing with it.

Our last example can be found in Carey's article ("Commitment and Obligation," *op. cit.*, 281) : "Suppose that Black promises his wife, in all sobriety, that he will kill Smith, who had made vulgar passes at her at a party." Although Carey doesn't mention it, suppose also that Mrs. Black accepts the promise. Carey finds it wildly implausible to say of Black that there is some moral demand on him to kill Smith which is overridden by the stronger duty of non-malificence.

Since the test for a moral demand is to determine whether Black is justified in feeling any compunction about breaking the promise (and Mrs. Black about feeling disappointment), we ought to begin with this question. The answer to it, however, seems to be that he is not; in fact, were we to advise Black to break his promise we would not feel *any* compunction about doing so, as we would, for example, in the case of counseling him to lie. But it is easy to be misled about this case because there *is* some justified regret on our part and on Black's—only it is not in *breaking* the promise but in having *made* it in the first place! But our detractors will note that this point only gets us into the same difficulty all

over again: for why *is* Black justified in feeling compunction about having *made* the promise if it does not, after all, create some moral pressure on him, some demand, to do something he knows he ought not to do? So it seems that we have not established defeat after all.

The victory, however, is illusory, and the above inference from the compunction about having made the promise to the demand is too fast and loose. It rightly calls our attention to *something* about the promise that explains Black's justified regret about having made it, the promise after all is not only a successful speech act but also carries some kind of additional import as well; otherwise what would be the point of making it? But the inference wrongly suggests that this import must be a full-fledged moral demand. Compare: if Mr. Black ought not to have made the promise, Mrs. Black ought not to have accepted it. We supposed that nevertheless she did accept it. Does her acceptance thereby create a moral right for her or something less than that? It is difficult to believe there can be a moral right for her where it was already granted that there is no regret about breaking the promise, only about having made it. But if there is no moral right on her part, how can there be a demand on Black's? I conclude, therefore, that the moral demand to keep a promise has indeed been nullified, this being suggested by the strict Rossian test regarding the absence of justified regret about breaking the promise. As for the other sort of regret about having made the promise and the residual import necessary to explain it, I shall suggest a more consistent way of accounting for this.

I. Defeasibility Vs. Necessity

So much, then, for the defeasibility (i.e., nullification) of *prima facie* moral demands. In passing it should be noted that Chisholm appears to accept both the necessity and defeasibility in our sense of moral principles without believing there to be the slightest difficulty in reconciling the two. For in his "Logic of Requirement" he maintains it to be necessary and *a priori* that *p* requires *q*, that *q* is a requirement (even if relativized to *p*), and that the requirement to do *q* can be defeated (i.e., nullified) by *r*. (See "The Ethics of Requirement," in *Practical Reason, op. cit.*, pp. 5, 15-16). The same position is even more clearly maintained in his discussion of intrinsic value, wherein he claims it to be a

priori and necessarily the case that, for example, pleasure is good, and yet that the *goodness* of pleasure can be defeated if it is part of certain larger wholes, e.g., the pleasure in another's pain. ["The Defeat of Good and Evil", Presidential Address, *Proceedings of the American Philosophical Association* 65 (December, 1968), 31, 34—6].

We may construe Chisholm as accepting three propositions. (A) Following Ross, moral principles which express prima facie obligations or requirements (as well as those regarding intrinsic value) are necessary and a priori. (B) Prima facie obligations are real moral demands which can be overridden. (C) Those moral demands in (B) can also be defeated (nullified), as can intrinsic value. As indicated, however, the only difficulty is that nowhere does he explain how this triad can be consistently maintained.

Professors Carey and Shope, on the other hand, have assumed (B), and have persuasively argued for (C) only to make a point of convincing us to drop (A). Contrary to (A), their view is that any "practical inference" from the act description specified in a moral principle to the prima facie demand is irreducibly enthymematic and contingent, such that the demand can be derived from the description only by dint of some *ceteris paribus* premise to the effect that no nullified conditions obtain. This seems to imply, for one thing, that the moral principles in (A) are at best loose generalizations or rules of thumb with regard to moral demands. For another, it suggests that to "detach" the moral demand from the act description one has the burden of proof to establish this negative premise in the same sense as one has the burden of proof to establish the application of the act description in the first place.

Carey in fact goes further by showing how the supposed falsehood of (A) undercuts a well-known position resting upon it, namely, Searle's derivation of "ought" from "is." For according to Carey, Searle merely assumes that he can move analytically from "*m* is committed" (*m* undertakes an obligation) to "*ceteris paribus*, *m* is under an actual obligation," which does assert a prima facie obligation; but all that is supposed to follow is that "*ceteris paribus*, *m* is under a prima facie obligation," which does not assert a prima facie obligation. Moreover, because the *ceteris paribus* premise mediating between the commitment and the obligation is itself allegedly evaluative (as evaluative as the well-known

ceteris paribus premise intervening between the prima facie obligation and the obligation, *tout court*) this is supposed to show Searle's derivation to be subject to the well worn objection that he has smuggled in an "evaluative" premise, though in a place where one would least expect it.

These conclusions, however, seem too strong. Instead I believe that it is more plausible to try to save the more entrenched (A), and argue that (C) requires only the rejection of (B). That is, I believe it to be possible to reconcile the necessity of moral principles expressing prima facie obligations with their defeasibility by rejecting only the idea that they are real moral demands. But if they are not, what are they, and how are they related to real moral demands?

It should be noted that much of the literature on the logic of prima facie obligation is silent on this point. For the currently fashionable view expounded by Davidson [in "How is Weakness of the Will Possible", in *Moral Concepts*, ed. Joel Feinberg (Oxford, 1969), pp. 108-99], Harman [in *The Nature of Morality* (Oxford, 1977), 119-23], and Melden [in *Rights and Persons* (Blackwell, 1977), pp. 1-26] is concerned primarily with non-detachability of obligation and moral judgements from the principles which support and define them. Thus according to Davidson, "prima facie" is *not* "an attributive adverb, helping to form such predicates as x is prima facie right or ought to be done," but rather an operator relating the sentence " x ought to be done" with the moral principle in support of it. Thus "Promises ought prima facie to be kept" becomes $pf(OKx, Px)$, which is read : that x is a promise, prima facie makes it the case that it ought to be kept. Accordingly, if a is a promise, it is a mistake in logical form to detach $pf(Oka)$, as evidenced by the additional fact that it may also be the case that a ought prima facie not to be kept. To avoid a contradiction, the proper formulation of " a ought prima facie to be kept" is to relativize it thus : $pf[OKa, pf(OKx, Px), \& Pa]$. The point is also made that this works like the logic of confirmation.²

II. Moral Principles and Reasons for Action

With all of this I have no quarrel, but my quarry was not the relation between promising and the keeping of it, but the relation between promising and the moral demand to keep it. That is,

granted that "Promise ought prima facie to be kept" is rendered *pf* (OKx, Px), what is the logical form of the relation between promising and the moral demand to keep it? The way that Ross is apparently being read by everybody when he asserts (A) is something like $\square (Px \rightarrow MDOx)$, where $MDOx$ is the moral demand for one to keep it. This is really an amalgam of both (A) and (B) (because it does allow for the detachability of moral demands), and is quite compatible with his other remarks concerning *pf* (OKx, Px), if only because the (detachable) moral demand to keep the promise can be overridden in the manner he suggests. But $\square (Px \rightarrow MDOx)$ is incompatible with (C).

Hence if we are to give up (B) while maintaining (A) and (C), we must represent moral principles as being necessarily related, not to actual moral demands, but to something else. Accordingly, my first proposal is that this something else is a moral reason for action, where, of course, "moral reason for action" \neq "moral demand for action." Accordingly, (A) should be written as $\square (Px \rightarrow Rx)$, where Rx is a reason for action. And instead of the old (B) which is not now implied, we should affirm (B'), which is written: *pf'* ($Px \rightarrow MDOx$),³ and which also allows for (C). Finally the reason between promising and that one ought to keep it can still be rendered *pf* (OKx, Px).

The first thing to be pointed out is that the commonly accepted doctrine that "ought" statements are statements about reasons for action appears to be half true and half false.⁴ My thesis is that it is true when applied to abstract oughts like "Promises ought to be kept", but false when applied to particular oughts; for these affirm the presence of a moral demand which, as I hope to show, is much more than a reason for action.⁵

How, then, do moral reasons for action differ from moral demands? My first claim is that if x is a reason for action, then it cannot be defeated even though the corresponding moral demand which it warrants can. This can best be shown in cases in which x is still a reason for action even *when* the moral demand *is* defeated. Consider, again, the case of Black's promise to commit murder. The position in question is that his promise does indeed create a reason for him to do it (and a reason for his wife to expect it) even if the nature of the promise utterly defeats the moral demand to do it. How else can we explain the anomaly of his feeling justi-

fied regret only about having made the promise, but not about breaking it? This also has the right feel in the safe-cracking case. It allows us to say of Grice's criminal who broke his part of the bargain that he has indeed acted, as he says, against a better reason, and at the same time leave it an open question whether in this case he also violated a moral demand.

The indefeasibility of reasons for action can also be usefully compared with the logic of confirmation. Suppose that it is known that p confirms q , but it is also known that p and r does not confirm q . It seems correct to say in the face of this that p still confirms q ; indeed this sometimes might be *entailed* by knowing that p and r does not confirm q . What has been defeated is not " p 's confirming- q " but the confirmation of q , which in the logic of requirement is like the requirement to q rather than p 's being a reason for the requirement to q . Again, if " p 's confirming- q " is a reason to believe q , then it is still a reason to believe q even if the belief that q is defeated by our knowledge of a larger reason, p and r , which is a reason for not believing that q .

III. Reasons for Action and Moral Demands

The above account has the desired consequence that when a moral demand is defeated as in a criminal promise, there is still something that remains. As intimated, this enables us to agree at once with those who claim that the requirement is wiped out as well as with those who emphasize some residual feature. Yet for all that, unless more is said about this curious beast "a reason for action" the force of this position will remain essentially obscure if not appear completely ad hoc. To this end I believe that more light can be shed on "reasons for action" by turning to the relation which they bear to moral demands. Formerly this is indicated by $(B'') pf' (Rx \rightarrow MDOx)$, which was obtained by substituting Rx for Px in $(B') pf' (Px \rightarrow MDOx)$ — a substitution allowed for in $(A) \square (Px \rightarrow Rx)$. Concerning that relation, I shall try to make a plausible case for regarding it as a practical inference strictly speaking, that is, an inference that is grounded in a certain kind of semantic necessity, but in which defeasibility figures as an essential feature. Accordingly, "reasons for action" will turn out to involve something like the normally necessary and sufficient *semantic* conditions for a demand. I shall suggest that in contrast the rela-

tion between, say, the moral demand to keep a promise and that one is to keep it, *tout court*, i.e., the relation in *pf* (OKx, Px), is a non-logical warranting relation : it is not detachable from any set of premises but is supported only by pragmatic, as opposed to semantic, considerations. The former relation, in contrast, *will* allow for detachment.

I begin then with the former relation. I want to first consider an inventory of the epistemic constraints which it admits of, the purpose of which is to consider these as raw material for the semantic analysis to be suggested. As we shall see, unless the semantic analysis is founded upon all of these epistemic constraints, we will be unable to account for the claims about the detachability of moral demands which some philosophers have made for them.

The first constraint on the relation between a moral reason and the demand consists of a relativized notion of total evidence. This means that the inference from a moral reason to a demand must be conditioned by all of the *available* evidence bearing on it. The force of saying all of the evidence *available* is to rule out the evidence known only to an omniscient observer as invoked in the standard "ideal observer theory". For on this basis the moral demand would turn out to be indefeasible. Instead, the relativized notion means "the total evidence available to *S* at *t*."⁶ Such a notion stands in need of much clarification for other purposes, but such details need not concern us here. Now when a moral demand is so warranted its "detachment" does not, however, seem to be possible in any logical sense because the defeasibility of the demand runs counter to an accepted axiom of logical inference, which Popper has called the principle of the augmentation of the premises : if *p* implies *q*, then *p* & *r* imply *q*. ("On the Rules of Detachment and So-called Inductive Logic" in *The Problem of Inductive Logic*, ed. Lakatos, Amsterdam, 1968, pp. 130-39. Also see Watkins, "What Does Chisholm Require of Us," in Korner, p. 36).

Nevertheless it is worthy of note that we might try to get around this difficulty if we *define* moral demand or requirement in such a way as to build into its meaning some reference to this relativized notion of evidence. There is a way of reading Chisholm's logic of requirement in this way—apparently the way he intended it to be read. (cf. FN 8 page 422) Accordingly, he

suggests that the concept of absolute duty (duty warranted by the total evidence available to S at t)—for our purposes we may construe this as duty, simpliciter—is analogous to absolute probability, understanding the latter to *mean* something like the probability of a state of affairs in relation to the total evidence available to S at t .⁷ (“The Ethics of Requirement” and “Reply to Comments”, in Korner, pp. 11-17 and 48-53). Hence, if I understand him right, then if the evidence indicates a certain probability for a , we may indeed detach the conclusion about the absolute probability of a for S at t , the detachment being allowed by a semantic connection, or at least one logically equivalent to such. And the augmentation of the premises would be preserved because the conclusion would be as relative and as time-bound as the premises for it.

But the cost of such a manoeuvre is that if duty is defined analogously in this time-bound way, then from the conclusion that A is our (*absolute*) duty (detached at time t_0), nothing would follow about our duty to do A at time t_1 . This may be a harmless enough result in the case of probability, but it runs counter to our intuitions about duty. Thus to take Raz’s example again, suppose that on Monday I accept an invitation to a party to be given on Friday, and as far as I can tell all of the normal conditions for an invitation have been satisfied as of Monday. It seems that on *Monday*, we want to be able to detach from this a conclusion to the effect that I *have* as duty to behave politely at the party on Friday, even if it might become evident to me as of Tuesday that my host has been plotting to do me in on Friday, in which case I could derive the conclusion that I do *not* have a duty to behave politely on Friday. Now we can ensure that our inference on Monday is impregnable to being upset by the augmentation of the premises in this fashion if we understand it to hold only in relation to our evidence on Monday, but this is not the conclusion we want. And if we derived on Monday a conclusion we *did* want, viz., a conclusion that *held* for Friday, then it could be defeated by an augmented set of premises that might become available from Tuesday on. Nor would things be any better if we allowed that, say, as of Friday, nothing unusual was evident to me. For while this would yield a conclusion that would hold for Friday, its “truthconditions” would be determined only by my actual evidence, and hence could not be *defeated* by a possible augmented evidential base that would allow detachment

on Friday of the contrary conclusion "I do not have a duty to be polite on Friday." For even though both of these conclusions hold for Friday, their "truthconditions" would be such that they were not incompatible.⁸

The problem of detaching the right kind of conclusion was made emphatically, I think, in a famous passage on defeasibility and judicial decision by Herbert Hart. First noting the nature of the evidence, Hart writes :

The judge's function is, eg., in the case of contract, to say whether there is or is not a valid contract, upon the claims and defenses actually made and pleaded before him, and not on those which might have been (or will be) pleaded.

As for the kind of decision the Judge is supposed to render on the basis of this, he continues :

It is not his function to give an ideally correct legal interpretation of the facts. The decision is not merely the best that the judge can do under the circumstances and it would be a misunderstanding of the judicial process to say of such a case that the parties were merely treated *as if* there were a contract. There "is" a contract in the timeless sense of "is" appropriate to judicial decision. ["The Ascription of Rights and Responsibility", in *Logic and Language*, ed. Antony Flew, (Blackwell, 1955), p. 155].

Hart is right about the timeless "is" involved in judicial decision (as there does seem to be one involved in moral requirement)—if, that is, a timeless "is" is simply one that is not time-bound. But the difficulty now in any case clearly is just how he can squeeze such a timeless "is" out of an apparently time-bound conception of evidence! Later in the above article he seems to imply that the task is somewhat less formidable if we understand that "timeless" does not mean "indefeasible." Rather, the timeless decision appropriate to judicial decision (as well as to moral requirement) means something like "There *is* a contract (from time t_n t_{n+1}) *unless* and *until* an augmented evidential base warrants the contrary." (In judicial decision such an augmented evidential base is further constrained by the rules of due process).

Of course, we still have the obstacle of the principle of the augmentation of the premises. However, do we advance any

closer if we note in addition to the doctrine of the total evidence the following two epistemic conditions on the inference in question. The first is that a moral reason, together with the total evidence, does *typically* or *usually* provide a warrant for the requirement. This is sometimes captured by saying that the above specifies "the normally necessary and sufficient conditions" for the requirement. The second feature is really a pragmatic consequence of this and concerns the familiar shift in the burden of proof: that the onus is on the speaker or agent to show only that those normally necessary and sufficient conditions are satisfied; he does not have to prove, with respect to any possible defeating conditions, the truth of a negative *ceteris paribus* premise to the effect that they do not obtain. Instead the burden of proving anything regarding the status of such defeating conditions falls on the challenger.⁹ We might even buttress this point by noting that to deny this shift in the burden of proof is to deny that any warranting can be made out in the face of such epistemic constraints that fall on anyone less than omniscient.

Nevertheless it is quite clear that however compelling these features may constitute a reasonable warrant, they get us not one whit closer to the desideratum of detaching a timeless conclusion in any logical sense. The reason is that the additional feature we noted concerning what the evidence *usually* warrants is simply devoid of any kind of necessity to speak of a practical inference. Such a notion will always fly in the face of the augmentation of the premises. Similarly, the point about the burden of proof is well taken only as a principle of pragmatics or of good conduct; from the logical point of view Carey and Shope would appear to have been vindicated in their characterization of the relation between a moral reason and a requirement as enthymematic and contingent.

The principle of the augmentation of the premises, then, remains the principal obstacle to any attempt to reconcile necessity with defeasibility. Must we then accept the principle after all? Not if we can become even half convinced of a semantic programme which in many important respects is derived from the one sketched by G. P. Baker [in "Defeasibility and Meaning" in *Law, Morality, and Society*, ed., Hacker & Raz (Oxford, 1977), pp. 26-57, and in "Criteria: A New Foundation for Semantics", *Ratio*, 16 (1974), 156-89]. Baker aphoristically contrasts his semantics with the

classical one involving a truth-condition conception of meaning. On his view, meaning is better understood in terms of assertion conditions (or if we want to embrace other moods besides assertions, "utterance conditions") i.e., the conditions under which we are warranted in asserting (uttering) the sentence or applying the concept in question. Such assertion conditions turn out to be nothing other than the *normally* necessary and sufficient conditions of which we spoke earlier. It is important to see how this account can support a semantics that differs from that of Chisholm and vitiates the augmentation of the premises. Like Chisholm, evidence for the applications of defeasible concepts is time-bound in the manner of the first epistemic constraint regarding the relativized evidence, and this is part of the concept's semantic analysis. But unlike his account, it is no less a part of its semantics when such evidence satisfies the other two epistemic constraints : the normally necessary and sufficient conditions. And it is this aspect that allows us to bridge the logical gulf to the timeless "is" of moral requirement, the inference being allowed, this time, by semantic necessity. But because this semantic necessity is defined by means of, again, the normally necessary and sufficient conditions, the timeless "is" is defeasible and the inference incompatible with the augmentation of the premises.

Somewhat like Baker's position, this has the welcome consequence in making the shift in the burden of proof a logical feature of the concepts under analysis instead of one built on the weaker considerations of pragmatics and convention. Thus he writes : "to refuse to acknowledge that the onus of proof is placed on the challenger (when the normally necessary and sufficient conditions for the moral requirement have been satisfied) constitutes misunderstanding of the sense of the disputed sentence" ("Defeasibility," p. 52).

The above semantic programme does seem to at least make plausible precisely a newfangled concept of necessity that would be incompatible with the augmentation of the premises. But curiously enough, Baker does not see it this way. Instead, as I understand it, he takes it to support a notion of "inference" that is fundamentally an epistemic notion, as distinguished from one connected with necessity and logical form. The principle of the augmentation of the premises is still taken to govern the latter. In

an earlier article (namely, "Criteria," *op. cit.*) Baker likens his position to Wittgenstein's notion of "criteria"—a notion which he claims has been misunderstood by his best stalwarts. His challenge to classical semantics (that is, truth-conditional semantics) and classical epistemology is made out instead by distinguishing, as they do not, between necessity in the classical sense of entailment, and certainty, and then by claiming only the latter for the criteriological relation. In the following pregnant passage, he writes : "It is just the possibility of making this distinction (between necessity and certainty) that saves the concept of a criterion from incoherence, because C-support (criteriological support) is conclusive, i.e., it gives grounds for certainty, even though it can be undermined, since it does not amount to entailment" (*ibid.*, 178).

Baker backs up his position by making "certainty" rest upon "conclusive evidence" and by distinguishing, as the received views, again, do not, between two concepts of conclusive evidence : evidence that cannot be overturned and evidence that cannot be strengthened (177). Attributing the latter to the C-relation, he says : "Evidence C-supporting a conclusion is conclusive evidence—even though it is not incontrovertible. It cannot be strengthened though it can be increased" ("Defeasibility", p. 53). The missing premise in this argument is that (given semantics of defeasible concepts) evidence that stands in the C-relation to a conclusion containing such concepts is the best kind of evidence available. From that standpoint, then, it cannot be improved.

However, I still don't see the justification for calling this conclusive evidence. The argument, in fact, seems to rest upon an equivocation. For, to whatever extent our native speaker's intuition countenances a sense of "conclusive evidence" to mean "evidence that cannot be improved", we do so only because it is understood that it is evidence that cannot be improved *because* it cannot be overturned. To claim otherwise is to be committed to the linguistic oddity of saying (to use a Wittgenstein example) "I am certain that he *is* in pain, although he may not be," or more accurately, "I am certain that he *is* in pain, unless there is some real evidence (as opposed to a bare logical possibility) to the contrary." This seems to also engender a Gettier paradox which is far worse, I think, than the one associated with the concept of knowledge.

Does my notion of semantic necessity fare any better? I believe that it does, provided that the proposed semantics of the timeless "is" is not forgotten :

(t_n = time of utterance) "There is an x (at time $t_n - t_{n+1}$) unless . . ." If a case can be made for the predicate's meaning the normal necessary and sufficient conditions which are satisfied at t_n , it is hard to see what else the connection can be. Perhaps the bottom line is this : if it makes sense to speak of a timeless "is" at all, then necessity need not be as straightforwardly categorical as we require of certainty.

Disagreements about necessity notwithstanding, there is perhaps one last point to be clarified about assertion-condition semantics that has been confused by Baker's critics. In a review of the Hart *Festschrift* which contained the paper entitled "Defeasibility and Meaning," A. R. White writes [in *PQ*, 28 (1978), 1981] that this is simply the rancid wine of verificationism dressed up in new bottles. This, however, is wide of the mark if not, as Baker says "a crude attempt to impute guilt by association" ("Criteria", 188). Although the verification principle is an attempt to define meaning in relation to "evidence" it is clear that the "evidence" is understood to constitute the truth-conditions of the basic propositions, and therefore can be easily accommodated to classical semantics. And this is true especially in the strong form because the verification (of some propositions) is only "in principle" quite apart from what is humanly possible to know" (*Ibid.*, 166), such that if these truth-conditions (observation conditions) were in principle satisfied, then the proposition so verified could not be overturned. Hence we are really dealing with an entailment relation superimposed upon an empiricist semantics. The problem of defeasibility is as foreign to orthodox positivism as it is to its predecessors.

The thrust of all this, then, is that moral reasons for action (which I claim are necessarily related to act descriptions specified in Rossian moral principles) are themselves to be understood when conjoined to the total evidence to mean something like the normally necessary and sufficient *semantic* conditions for a moral demand. Having said that, I must emphasize that this account can hardly be taken as a defense of the principles involved; my task has been rather one of illuminating some of their pragmatic and semantic

implications. If the analysis here is roughly right, then anyone making the practical inference in question can defend it only if these commitments can be defended in turn.

IV. Moral Demands and Absolute Duty

It remains to contrast this practical inference with what I claim to be the weaker relation between the demand and the all-things-considered ought, i.e., $(C') pf (OKx, MDOx)$, which is obtained by substituting $MDOx$ for Px in $(C) pf (OKx, Px)$ —a substitution allowed for in $(B') pf' (Px \rightarrow MDOx)$. We have already noted that when the moral demand to keep a promise fails (because it is overridden by another demand) to become an all-things-considered ought, the demand is not really reduced from further consideration, is not really defeated, etc. This I think is but a reflection of the main feature of the pf operator, namely, when a demand warrants an all-things-considered ought it can do so only in the face of competing demands of equal or of lesser strength. But the phrase "equal or lesser strength" obscures the fact that we are often forced (because we have to make a decision) to assign weights to demands along quite different dimensions. Unlike the pf' operator, this comes down to a matter of weighing incommensurables — or at least what appear to be such. The possibility of detachment in any logical sense is, to say the least, controversial.¹⁰ In contrast, when it comes to the practical inference indicated by pf' , such a possibility of detachment, and one grounded in semantics, seems to be required if we are to begin to make sense of it.

V. Two kinds of Necessity

In summary I have tried to argue that although the abstract principles expressing prima facie obligations appear to be defeasible, they can be viewed as a priori and necessary in two ways. The first invokes a standard view of necessity and requires only that they be necessarily related to reasons for action rather than to moral demands. For the latter *are* defeasible, but the former are not. The second way concerns the relation between these reasons for action and their defeasible moral demands. At this point a newfangled notion of necessity is introduced which requires a semantic connection between moral reasons and total evidence at t , and the moral demand. Such a semantic connection rests upon

the idea of normally necessary and sufficient conditions logically implying and allowing for the detachment of a timeless "is" of moral requirement. This newfangled necessity requires, however, the rejection of the augmentation of the premises. Mediated by the idea of reasons for action, these two species of necessity work together, I believe, to allow for the retention of the best insights in a host of conflicting intuitions.¹¹

Deptt. of Philosophy,
Bowling Green State University,
Bowling Green, Ohio 47403 USA.

MICHAEL H. ROBINS

NOTES

1. These two examples, which involve a promise to do something reprehensible, avoid some of the difficulties of Pickard-Cambridge. For both promises are fully successful as speech acts, that is, they are not defeated by any of the standard defeating conditions of success: fraud, coercion, being released by the promises, his not "accepting" the promise, etc. Instead the position under consideration is that it is the (prima facie) *obligation* that is defeated. This implies that one can successfully promise but not be (prima facie) obligated.
2. Davidson notes that this formulation would also turn an all-things-considered-ought into one having the same logical form as a prima facie ought, except that the former would hold in relation to all the evidence. The formalization is written: $pf(OKa, e)$, where e is the total evidence available. Like the logic of confirmation, again, the problem of this according to Davidson is that it simply cannot be derived from any set of evidential statements. I shall enlarge on this point in the sequel. (See also FN. 10 below.)
3. I explain the difference between the pf' and the pf operators below (pp. 412-413).
4. The following philosophers have argued for this equivalence: Gilbert Harman, in *The Nature of Morality*, *op. cit.*, pp. 70-72, 86-90, 103-133; G. R. Grice, *op. cit.*, 6-35; David Richards, in *A Theory of Reasons for Action* (Oxford, 1971), pp. 22, 24, 49-62; and J. Raz, in *Practical Reasons and Norms* (Hutchinson, 1975), pp. 28-33.
5. In as much as superagatory oughts also provide reasons for action without moral demands, the claim above might appear otiose, but such oughts are being excluded here; the distinction is within the class of requirement oughts.

6. Here I make a departure from Chisholm who follows the standard view in that a moral demand or requirement is warranted only in relation to the partial evidence, namely a relevant state of affairs, restricting the relevance of the total evidence in the above sense to the warrant for a duty in the absolute, all—things—considered, sense. (See below page 413) However, having claimed that moral reasons really have the properties that Chisholm and others attribute to prima facie requirements, we can construe Chisholm's comments about the latter as really applying to the former. Secondly, because demands are defeasible, it would seem that conclusions about them would have to be warranted in relation to the total evidence, in a fashion analogous to the standard position on absolute duty. But this is qualified in a crucial way in the sequel.
7. This is not quite right because Chisholm disclaims in a footnote that absolute probability is *defined* in terms of total evidence or total knowledge. But his definition does, I think, make it logically equivalent to such a notion, to wit: "*p* is *absolutely probable* for *S* if there is a *q* such that *q* is evident to *S* at *t* and *p* is probable in relation to *q*, and if there is no *r* such that *r* is evident to *S* at *t* and *p* is not probable in relation to *p* and *r*." (Korner, p. 50)
8. The analogy which Chisholm sees between probability and duty has been oversimplified in the above account, but nevertheless is essentially correct. While Chisholm's formal definition of probability involves a reference to the total evidence (See above FN. 7) the definition of (absolute) duty is understood in relation to the totality of *occurrences* of the relevant states of affairs (which can include events), to wit: "*A* is an absolute duty for *S* if there occurs an *x* such that that *x* requires *S* to perform *A* and there occurs no *y* such that *x* and *y* does not require *S* to perform *A*." (Korner, p. 50)

Now if occurrences are datable as is evidence, and if the conclusion is time-bound in relation to such occurrences, then the same problem essentially remains. (This also indicates how the problem here cuts across the "objective" and "subjective" sense of "duty.") If, on the other hand, the duty to do *A* is not read in this time-bound way, so that the duty to do *A* is determined, say, presently by *x*, and by the absence of some future or distant *y*—which is the way his critic, Watkins, reads him—then such a timeless statement of duty can be defeated by the augmentation of the premises. But since Chisholm claimed in his exchange with Watkins that the detachment of a duty does not violate the principle of the augmentation of the premises, I must assume that we are dealing with the former, time-bound sense of duty (*Ibid.*).

9. The exception is that one would have to prove the absence of a defeating condition if the circumstances were such that it was in the offing.

10. See Davidson's strictures on deriving an all-things-considered ought from any set of prima facie oughts and evidential statements in "Weakness of the will," *op. cit.*, p. 109, and above FN. 2 page 421. The point about assigning weights to incommensurables (although this is not his term) is convincingly made by A. K. Sen in his attack on modern decision theory, in "Rational Fools," *Philosophy and Public Affairs* 6 (Summer, 1977), 317-344. Finally, for more on the distinction between overriding and cancelling conditions in relation to the notion of weight, see J. Raz, *Practical Reason and Norms*, pp. 25-8.
11. My research was supported in part by a Fellowship from the National Endowment for the Humanities, Grant No. R78-94 and by a summer grant from the Faculty Research Committee of Bowling Green University. An earlier version of this paper was read to the Council for Philosophical Studies Institute on Law and Ethics, 1977. I wish to acknowledge the many helpful comments I have received there and, from the following colleagues: Richard Brandt, Gerald MacCallum, Susan Feagin, Michael Bradie, Mark Overwald, Andrew Altman, and N. Fotion.

