

ANOTHER WAY TO DERIVE AN 'OUGHT' FROM AN 'IS'

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ABSTRACT

In Speech Acts John Searle reframed his derivation of 'ought' from 'is' in order to eliminate the controversial ceteris paribus premises. I argue that the elimination of the first ceteris paribus (3a) is satisfactory but that the elimination of (4a) renders questionable his claim that an 'ought' statement follows from the premises categorically. Further I argue that the use of dilemma in the proof will enable us to show that an 'ought' statement follows from the premises whether everything (at step 4a) is equal or not. Thus Searle's original and clearer conclusion can be saved. Moreover, this proof technique allows us to more clearly illustrate some important features of obligation.

Another Way to Derive an 'Ought' from an 'Is'

Searle's familiar derivation in which he attempted to show that at least on some occasions evaluative statements follow from premises consisting wholly of factual statements, empirical assumptions, tautologies and descriptions of word usage is:

Original Proof

1. Jones uttered the words "I hereby promise to pay you, Smith, five dollars."
- 1a. Under certain conditions C anyone who utters the words (sentence) "I hereby promise to pay you, Smith five dollars" promises to pay Smith five dollars.
- 1b. Conditions C obtain.
2. Jones promised to pay Smith five dollars.
- 2a. All promises are acts of placing oneself under (undertaking) an obligation to do the thing promised.
3. Jones placed himself under (undertook) an obligation to pay Smith five dollars.
- 3a. Other things are equal.
- 3b. All those who place themselves under an obligation are, other things being equal, under an obligation.
4. Jones is under an obligation to pay Smith five dollars.
- 4a. Other things are equal.
5. Jones ought to pay Smith five dollars.

Much of the controversy which arose in the wake of Searle's first publication of this proof in 1964¹ centered on the infamous *ceteris paribus* premises (3a and 4a). In an attempt to 'sidestep' what he took to be largely irrelevant attacks

¹John Searle, "How to Derive 'Ought' from 'Is'," Philosophical Review, Vol. 73 (1964) p. 133-139.

upon these premises² Searle reframed the proof in his book Speech Acts (1969) eliminating the contested premises.

Two complimentary objections had been raised against the ceteris paribus premises. (A) It was argued that the premises are implicitly evaluative and hence that they prevent Searle from making good on his promise to derive an 'ought' statement from premises³ consisting entirely of tautologies or statements of fact. (B) It was claimed that because the premises are evaluative the most that Searle's argument can show is that if everything is equal Jones ought to pay Smith five dollars and hence that the argument does not establish its conclusion categorically.⁴

The reframed proof which Searle hoped would silence critics is:

Revised Proof

1. Jones uttered the words 'I hereby promise to pay you, Smith, five dollars.'
- 1a. Under certain conditions C anyone who utters the words (sentence) 'I hereby promise to pay you, Smith, five dollars' promises to pay Smith five dollars.
- 1b. Conditions C obtain.
2. Jones promised to pay Smith five dollars.
- 2a. All promises are acts of placing oneself under (undertaking) an obligation to do the thing promised.
3. Jones placed himself under (undertook) an obligation to pay Smith five dollars.
- 3a'. All those who place themselves under an obligation are (at the time when they so place themselves) under an obligation.

²John Searle, Speech Acts: An Essay in the Philosophy of Language (Cambridge, England: University Press, 1969), pp. 175-198.

³James and Judith Thomson, "How Not to Derive an 'Ought' from an 'Is'," Philosophical Review, Vol. 73 (1964).

⁴J. E. McClellan and B. P. Komisar, "On Deriving 'Ought' from 'Is'," Philosophical Review, Vol. 73 (1964).

4. Jones is under an obligation to pay Smith five dollars.
- 4a'. If one is under an obligation to do something, then, as regards that obligation, one ought to do what one is under an obligation to do.
- 5'. As regards his obligations to pay Smith five dollars, Jones ought to pay Smith five dollars.

I will argue that the substitution of 3a' for 3a meets the point raised by the critics satisfactorily but that 4a' and 5' are more problematic, and finally I shall propose a different strategy for dealing with the objections which have been levied against 4a.

In considering the reasoning from 1 to 4 we must keep in mind that Searle limits his account to paradigm cases of promising. That is, he means to consider only simple, explicit, idealized, full-blown promises successfully and non-defectively performed.⁵ Normal input and output conditions must obtain and the speaker and hearer must have the usual intentions and beliefs.⁶ Searle admits that it may be very difficult to decide whether marginal cases are defective but insists that the conditions relevant to making the decision (conditions such as that the speaker and hearer know how to speak the language, both are conscious of what they are doing, they are not acting in a play, etc.) are empirical conditions.⁷ Prior conditions which might have defeated the inference that Jones is under an obligation to pay Smith five dollars are eliminated by 1a and 1b and the assumption that the promise is non-defective. Previous defeating conditions such as previously undertaken obligations are not eliminated in this way but they are relevant to the question of whether Jones ought to give Smith five dollars not to the question of whether Jones has an obligation to do so.

The effect of substituting 3a' for 3a simply is to limit the time frame within which the events described in the derivation take place, and consequently to eliminate defeating

⁵Searle, Speech Acts, Chapter 3. This point appears to have been missed by Thomas D. Perry, "A Refutation of Searle's Amended 'Is-Ought' Argument," Analysis, Vol. 34 (1974)

⁶For a discussion of this restriction see Speech Acts, Chapters 3 and 8.

⁷Speech Acts, p. 178.

conditions, such as Smith waiving his right, are excluded by 3a'.

The consequence of eliminating the second ceteris paribus premise (4a) from the proof is more serious because the elimination not only necessitates the substitution of 4a' but also requires a modification of the conclusion. The new conclusion, 5', is weaker than the original, if not in substance, at least in clarity. The phrasing of 5' is of necessity somewhat stilted and how it should be unpacked is unclear. Searle has insisted that 5' is not a disguised hypothetical⁸ but it is by no means easy to demonstrate that its content is not the same as the hypothetical, 'If his obligation to Smith is the only relevant consideration, Jones ought to pay Smith five dollars'. It would also be possible to render 5' as equivalent to step 4, 'Jones is under an obligation to pay Smith five dollars'. But the task of attempting to determine the cash value of 5' is needless if the original conclusion can be saved. I think this can be done by using a different strategy of proof.

Another Strategy

1-3a'. Steps remain as in Revised Proof.

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| 4. | Jones is under an obligation to pay Smith five dollars. | 1-3a, Definitions of 'promise', 'obligation' |
| 5. | Other things being equal one ought to do what one has an obligation to do. | Definitions of 'ought', 'obligation' |
| 6. | Unless conditions exist which outweigh ones' obligation, one ought to do what one has an obligation to do. | Definitions of 'ought', 'obligation' |
| 7. | Other things are equal or they are not equal. | Tautology |
| 8. | Other things are equal. | Assumption |
| 9. | Jones ought to do what he has an obligation to do. | 5,8, U.S. |
| 10. | Jones ought to pay Smith five dollars. | 4, 9 |

⁸Searle, Speech Acts, p. 180.

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| 11. | If other things are equal then Jones ought to pay Smith five dollars. | 8-10, Conditional Proof |
| 12. | Other things are not equal. | Assumption |
| 13. | Other conditions exist which outweigh Jones' obligation to Smith or such conditions do not exist. | Tautology |
| 14. | If conditions do not outweigh Jones' obligation to Smith, Jones ought to pay Smith five dollars. | 4, 6 U.S. |
| 15. | If conditions do outweigh Jones' obligation to Smith, Jones ought to do what he can to make amends. | Definitions of 'ought', 'obligation', 4 |
| 16. | Jones ought to pay Smith five dollars or Jones ought to do what he can to make amends for not doing so. | 13,14,15 Constructive Dilemma |
| 17. | If other things are not equal then Jones ought to pay Smith five dollars or Jones ought to do what he can to make amends for not doing so. | 12-16, Conditional Proof |
| 18. | Jones ought to pay Smith five dollars or Jones ought to do what he can to make amends for not doing so. | 7,11,17, Constructive Dilemma, Equivalence |

Some of the steps in the proof stand in need of explanation. First, it might be noted that steps 5 and 6 do not appear in either of Searle's proofs. These steps simply state explicitly part of the logic of obligation and are

included for the sake of clarity. It is clear from Searle's discussion of his original proof that step 5 is an implicit part of his reasoning. Second, a few obvious points about the two tautological steps 7 and 13. It well might be the case that evaluation is required in order to determine whether other things are equal or not or whether competing conditions do or do not override Jones' obligation to Smith. But the proof shows we need not make these evaluations. Steps 7 and 13 are not evaluative; the evaluative steps 8 and 12 are assumptions discharged during conditional proof. Hence, it is of no importance that evaluation is necessary in order to determine whether everything is equal. The proof shows that regardless of which disjunct is true, an 'ought' statement will still follow from the premises. We do not need to make an evaluation in order to determine that an 'ought' statement follows from the premises because we do not need to determine which of the disjuncts is true. It might be objected against the reasoning in steps 12-16 that competing considerations might have exactly as much weight as Jones' obligation to Smith. It would not change the proof in any material way to take this possibility into the account because if there were competing considerations having just as much weight as Jones' obligation to Smith it would still follow that Jones ought to pay Smith or he ought to do what he can to make amends for not doing so.

Step 15 is of the most significance. In an important footnote Searle draws attention to the distinction between an obligation being nullified and an obligation being overridden.

It is perhaps important to emphasize that the fact that an obligation might be outweighed by another obligation or the fact that an obligation might be discharged or excused does not even qualify the obligation, let alone deny its existence. There has to be an obligation in the first place to be countervailed or excused. I may be in conflict as to which of two conflicting obligations I ought to carry out, which of the two I should perform and which I should breach. I may be justified in not doing what I ought to do as regards a particular obligation. My breach may even be excused, sanctioned, or even encouraged. To all this the fact that I ought to do what I have undertaken an obligation to do is logically anterior.⁹

Only very special sorts of extenuating circumstances void obligations. If Smith waives his right to receive

⁹Searle, Speech Acts, p. 180.

five dollars from Jones then the obligation which Jones has undertaken is void. Obligations which are overridden are not void, but as Searle correctly notes, are still obligations, and something ought to be done about them. If Jones has an obligation to Smith that means that the moral relationship between them is of a very special sort. We might say that Jones has a moral as well as a monetary debt to Smith. Jones would be morally remiss if he determined that his other obligations overrode his obligation to Smith and then proceeded to act as though that fact made the obligation void.

If I own property and I deed it over to the state, I have waived or given up my right to the property and any obligation the state had to me as property owner is null and void. In such circumstances the state need not consider me as a party having any special status with respect to that property. If on the other hand the state condemns my property in order to promote some greater value there nevertheless remain obligations to me in virtue of my status as property owner which the state would be remiss to ignore. Due process must be followed. Even after the property has been condemned and I no longer have a property right to it, the state still has the obligation to inform me of the grounds on which the action was made, to afford me the right to appeal and to give me fair compensation for what I have lost. States which fail to handle dealings in this way are criticized severely on grounds that they have acted in a morally if not legally improper fashion.

Similarly, since Jones still does have an obligation to Smith there are reasonable and morally required actions which he ought to take even if competing considerations prevent him from paying up the five dollars. If he can pay some of the money he ought to do so. If he can't pay and never will be able to do so then at least he ought to explain why. He at least owes Smith an accounting or an apology, just as the state owes the property owner an accounting of the reasons why his land is being condemned. It can not be specified just what particular acts Jones ought to take because they will vary according to the nature of the case, but at least this much can be said, Jones ought to do what he can to make amends in some fashion or other. To fail to do so is to act as though extenuating circumstances had nullified the obligation whereas they only have overridden it.

My suggested new strategy of proof is admittedly tedious, but has some virtues in addition to the clarity of the conclusion to recommend it. First, it allows us to illustrate the distinction between overriding and voiding an obligation. Second it shows that if Jones has promised

Smith, he has an obligation which he ought to do something about and hence that an 'ought' statement follows from the premises of Searle's argument whether everything is equal or not.¹⁰

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