### OWING IT TO US

A Dissertation submitted to the Faculty of the Graduate School of Arts and Sciences of Georgetown University in partial fulfillment of the requirements for the degree of Doctor of Philosophy in Philosophy

By

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#### ABSTRACT

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

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

## For Abby, *To* whom and *With* whom I owe so much

### WITH THANKS TO:

Maggie, who is the type of philosopher, teacher, and person I aspire to be

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Mark, Who has encouraged me to see the complexity of our interactions with others

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

> Kyle, Luke, Nate, Travis, Richard, Tony, and Kelly, Who made this effort a far more collective one than I could have reasonably expected it to be

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# Part I - Introduction

### Chapter 1 The Duties Owed to Us

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

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

<sup>&</sup>lt;sup>1</sup> Throughout the dissertation, I will talk about the duties owed to "us." Of course, grammatically, the use of the term 'us' without antecedent is problematic. As I will argue in the chapters that follow, however, the fact that these obligations are an agent's *own* duties to her own group is itself normatively significant. So, I generally use the first personal formulation, owing a duty *to us*. The grammatical sin is intentionally committed in hopes of avoiding a greater philosophical sin. Additionally, I generally use the phrase 'duties owed to us.' However, the dissertation is entitled *Owing It to Us*, and I will, on occasion, use this more colloquial expression with its double grammatical misdeeds in order to connect to the way in which joint participants often call on one another, claiming that one of them "owes it to us." I will have much more to say about such appeals in Chapter 7.

counseling, for example, then it is not clear that either of us can unilaterally release the corresponding duty of the other. We may not be normatively allowed to turn to each other and say, "I don't feel like going, do you?" "No, I don't either," and simply release ourselves the way a promisee can usually release a promisor. This possible limitation need not imply, however, that we could never be released from this duty. Perhaps, by acting and deliberating together, *we* (rather than each one of us) may well be able to release *ourselves* (rather than releasing each other) if we decide, for instance, it would be better for our marriage to do so.

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

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

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

### 1.1 Collective responsibility and group rights

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

 $<sup>^{2}</sup>$  Determining to whom or to what these kinds of duties could be owed is the purpose of this analysis. At this point, it would be premature to disambiguate the entity or entities to whom the duty was owed.

we may set these notions aside. More specifically, in this section I argue that *owing it to us* is not reducible to questions involving collective responsibility or group rights.

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

*Owing it to us*, on the other hand, is about groups as moral patients. Moral patients garner normative consideration because of what can be done *to them*. They are entities that can be wronged or harmed. Importantly, for our purposes, the set of moral patients need not be congruent with the set of moral agents. To cite just one example, most theorists take animals to be moral patients, even though they lack moral agency. So, the possibility of groups as moral patients need not rise and fall with the possibility of groups as potential moral agents.<sup>3</sup> Therefore, the question of *owing it to us* is not a subset of the question of collective responsibility.

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

<sup>&</sup>lt;sup>3</sup> This point has been made many times before (For example, see May 1984:112-134; Graham 2001:78-80). Of course, it may turn out that all moral agents are moral patients, even though all moral patients are not moral agents. Perhaps, for example, all agents engender duties to respect that agency in some way, to not intervene in at least a subset of the autonomous activity. It would seem to be premature, however, simply to assume that all moral agents are moral patients in even this minimal way.

natural rights. Examples of this latter question include the right of a nation or a people to be selfdetermining (See, for example, Raz 1986; Walzer 1997), the right of a cultural group to be perpetuated, respected, and perhaps even publicly supported (Kymlicka 1989; Kymlicka 1994; Levy 1997; Simon 2001), the right of a linguistic group to have its language preserved and accommodated in the public domain (See, for example Réaume 1994; Kymlicka 2007), and the right of a religious group to engage in collective expressions of its faith (See for example, Kaspin 1997; Francis 2001; Anderson 2001).

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

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

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those groups. As I will argue in Chapters 4 and 5, however, there are a variety of ways in which a group's ability to have duties owed to it is more complicated and interesting than it initially appears.

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

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

The literature on joint commitments, like the consideration of group rights, shares an affinity with the possibility of *owing it to us*. This similarity is due in part to the fact that joint commitments have the potential to engender novel obligations to one's fellow participants. Actors in a play, for instance, garner duties to one another by virtue of their commitment to put

<sup>&</sup>lt;sup>4</sup> One may be skeptical that this type of distinction (that fact that a group is *one's own*) could make any difference to the moral calculus. I would encourage a skeptic to continue reading under the conditional assumption that such a distinction *might* matter morally until I have the opportunity to address the question directly in Chapter 7.

on a show together. Some authors, most notably Margaret Gilbert, have argued that collective activity always creates certain kinds of obligations. In this section, however, I argue that even if Gilbert's strong contention were true, the duties owed *to us* are distinct from the duties created by joint commitments.<sup>5</sup>

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

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

<sup>&</sup>lt;sup>5</sup> Many have objected to Gilbert's claim that joint activity always garners a type of social obligation (See, for example, Bratman 1999; Alonso 2009).

Although Raimo Tuomela provides a distinct theoretical analysis, he also contends "the result of the collective acceptance is a group that the members construct for themselves" (2007:18). Significantly, this joint commitment to the group creates in its members a *pro tanto* obligation to fulfill the group's purpose.

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

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

Gilbert and Tuomela capture a significant and intuitive element of the moral domain:

committing to act together has the potential to create obligations to one's fellow participants.

While this analysis seems accurate, however, it is likely not exhaustive. There may well be duties

to the group in addition to the duties to fellow participants.

In fact, Gilbert introduces the idea that joint commitments garner obligations by saying

that parties can reflect on the fact that,

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

Here, the entity that issued the order (designated by the term 'they') is clearly the plural subject.

Gilbert is clear on this point: joint commitments can only be made as a single, irreducible "we"

(Gilbert 2000:14-16, 53-54 2006: 134-1446). Gilbert echoes this same point in her more recent

work, saying plainly, "each party will be bound ... by the creator of the joint commitment"

[emphasis original] (2006:154). So, the duty must be owed to the creator of the joint

commitment, the plural subject rather than the participants. However, Gilbert immediately moves

to consider the obligations participants have to other, individual members. Joint commitments, according to Gilbert, "obligate the parties, one to the other" (Gilbert 2000:57). And again, "those who are jointly committed ... owe each other conforming actions" (Gilbert 2006:155).

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

If these duties are owed to the plural subject itself, however, then it would be helpful to consider how and when plural subjects can become moral patients. It would also be useful to analyze how the fact that these duties are owed to a group of one's own rather than to other, distinct individuals might impact their normative structure.<sup>6</sup> Regardless of her reasons for doing so, Gilbert's quick move from plural subject to participants obscures the possibility that *some* duties could be owed to the group itself. Focusing merely on the duties to one's fellow participants could miss something normatively significant about the nature of those potential duties.<sup>7</sup> At times, the duties to my nation may be normative distinct from the duties to my fellow

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

<sup>&</sup>lt;sup>7</sup> Gilbert generally uses the term 'plural subjects' to refer to the entity created by joint commitments and the term 'joint participants' to refer to the individuals who come together to create those plural subjects. Since I am considering directed duties owed to another, I will generally use the term 'groups' to refer the entity created when joint participants come together to pursue common ends and the term 'members' to refer to the individuals who comprise those groups. Although Gilbert's terminology is perhaps better suited to a functional analysis of collectives, and my terminology is perhaps better suited for an ontological analysis, the goal of this dissertation is to be agnostic with respect to the more metaphysical

citizens, the duties to my University may be distinct from the duties to my fellow Hoyas, and even, I contend, the duties to *us as a couple* can be different from the duties I owe to my wife.<sup>8</sup> It remains, at the very least, an open possibility worth considering, that *owing it to us* will be distinct from the obligations created by joint commitments, obligations that traditionally have been analyzed as obligations to other individuals. So, for the time being, I will assume that *owing it to us* is, in fact, distinct from these obligations to one's fellow participants, and I will attempt to validate that assumption in the chapters that follow. I move forward therefore seeking to elucidate these obligations, the obligations *owed to us*.

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

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

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

<sup>&</sup>lt;sup>8</sup> This claim does not deny that there will be duties to one's fellow citizens, to fellow students, or to one's wife, merely that there may be some duties to the group itself.

duty to those who live in the house to clean the kitchen, and Eileen herself lives in the house. She was one of those who committed to the chore list, and most importantly, her own interests in living in a clean house would be furthered by her fulfilling this duty. Her roommate Laura might even implore her, "Get off your butt. You owe it to us to do your part."

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

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

In contrast, *duties to us* are not duties to a set of members, but rather duties to a group above and beyond its membership. The duties *owed to us* are not duties owed to *the rest of us*;

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

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

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

<sup>&</sup>lt;sup>10</sup> This skepticism is significant independent of one's theoretical account of promising. (See, for example, Scanlon 1998: 295-327; Rawls 1999: 301-308; Watson 2009: 169-178; Kolodny & Wallace 2003: 119-154).

different than the structure of duties owed to oneself. One need not be skeptical about the conceptual possibility of a fellow professor making a promise to our department merely because, as the Department Head, she has the authority to waive the Department's claim and eliminate her corresponding duty. The reason is perhaps obvious: even though the agent who can exercise normative powers with respect to a directed duty is one and the same extensional entity who is under that duty, the duty bearer is not the same extensional entity as the counterparty. Even though she, in her position as the Department Head, has the normative authority to release a duty, that authority itself brings with it normative complications regarding its exercise because she is exercising that authority for us rather than for herself. These complications become particularly salient when she, as Department Head, is altering duties she herself has because of her concurrent position of department member.<sup>11</sup> Even though this situation implies that an agent could be the bearer of a duty while simultaneously possessing some subset of the normative authorities that come with being the counterparty to that duty, it does not imply that the same existential entity is simultaneously a duty bearer and a counterparty to the same duty. Skepticism about directed duties to oneself need not entail skepticism about the possibility of duties to us.<sup>12</sup>

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

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

<sup>&</sup>lt;sup>11</sup> I will have more to say about these complexities in the next chapter.

<sup>&</sup>lt;sup>12</sup> One could be skeptical about duties to us for other reasons. One could, for example, be skeptical about duties to groups. I will consider that question in Chapters 4, 5, and 6. The point here is that there is no further reason to be skeptical about duties to us above and beyond the reason to be skeptical about duties to groups.

distinction between properties that are shared, aggregative, coordinated, holistic, collective, or joint, a distinction that will be helpful to distinguish the different ways in which agents can act together. This analysis supports the one purely analytic requirement we can discern about *owing it to us*: one cannot owe a duty to a mere aggregation. For an agent to owe a duty to a group, the group must exhibit some collective or joint element. However, I will argue against any further analytical constraints for groups to be potential counterparties of directed duties.

Let us begin by distinguishing some different ways in which individuals can act together.

In the chapters that follow, I distinguish between properties that are shared, aggregative,

coordinated, holistic, collective, or joint.<sup>13</sup>

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

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

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

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

<sup>&</sup>lt;sup>13</sup> The distinction between shared elements and collective or joint elements comes from Searle (1990). The distinction between holistic and collective, or joint elements comes from Pettit (1996). I should note that although I provide examples in the following analysis, these illustrations are provided merely to help elucidate the theoretical distinctions. The examples are not intended to constitute an argument that any of these categories have actual members. (In other words, at the end of this section, one could argue that an example that appears to demonstrate a joint intention is, upon closer examination, merely a holistic intention). It may well be the case that no joint elements exist (Watkins 1957), or that nearly all holistic elements are also joint elements (Gilbert 2000). These claims are both interesting and important, but to evaluate them, we first must understand the theoretical distinction between a given property being shared, aggregative, coordinated, holistic, collective, and joint.

example, valuing the vintage New England Patriots football logo requires the existence of numerous social institutions. Certain features about national and local history, the existence of the team, and the relevant fashion trends at the time of the American Revolution all serve as perquisites for such a value to exist at all. But the valuing itself is nonetheless held by an individual. While the coordinated, joint, or collective actions of others are required to understand this value, the individual is still its locus.)<sup>14</sup>

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

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

*Collective element held/expressed by individuals* - A collective entity needs to be posited as the entity on behalf of which an individual is acting, expressing a reactive attitude, etc. (For example, the Provost decided, for the University, that classes would be cancelled due to snow.)<sup>15</sup>

Obviously, the mere fact that an interest, decision, belief, or intention is shared cannot, by

itself, make that the interest, decision, belief, or intention of a group. John Searle provides a

famous example in which everyone in a park starts running towards a shelter after it starts

raining (1983:3-4). Each has an individual interest in staying dry, and all have an intention to run

for the shelter, but these interests and intentions do not involve the other agents. Any given agent

would continue to have the same interest and the same intention, even if she were alone (Searle

1983:4). If two agents have the same independent intention, then their intention is merely shared;

it does not involve the two of them together.

<sup>&</sup>lt;sup>14</sup>As the example illustrates, even if a joint element were required for a given element to exist, that fact does transform all related elements into joint or collective elements. Numerous irreducibly joint endeavors may be required for one to have an interest in buying a vintage New England Patriots jersey, but that fact does not make the interest itself joint.

<sup>&</sup>lt;sup>15</sup> I am thankful to Bryce Huebner for his insight on these distinctions.