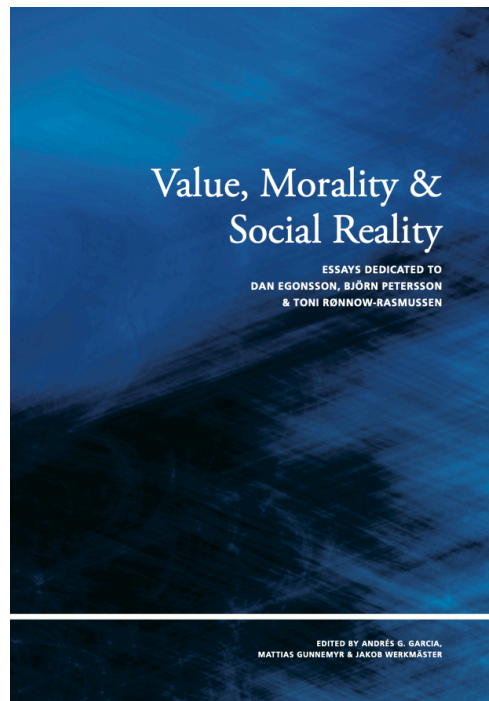


Do We Have Obligations to Collectives?

András Szigeti

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Do We Have Obligations to Collectives?

András Szigeti¹

Abstract. I argue that we can have obligations towards collectives that are non-distributive and irreducible to obligations towards individual members. This is because we can discharge obligations towards the collective by treating different configurations of individual members in the required way. This means that the obligation is directed at the collective, not any given individual member. This account respects ontological individualism since we still discharge the obligation towards collectives by treating individuals in certain ways. Two additional burden-of-proof considerations support the main argument. First, if collectives cannot be obligees, then either collectives cannot have obligations, or we must reject the plausible *obligation reciprocity thesis* according to which if X can have obligations, then we can have obligations towards X . Second, if collectives cannot be obligees, we will have to explain why collectives are like individuals in certain normative domains (e.g., in being fit to be morally responsible), but not in others.

Introduction

One can observe a surprising asymmetry in the literature on groups and obligations. A number of authors have argued that certain collectives can have obligations and that these obligations are not reducible to the sum of obligations incurred by individual members of such collectives (Held 1970; Copp 2007; Isaacs 2011;

¹ While this paper cites only one recent work by Björn, it comes out of projects inspired by him in too many ways to enumerate. My intellectual and personal debt not just to him, but also to Dan and Toni for their friendship and mentorship over the years is enormous.

Lawford-Smith 2012; Wringer 2016; Collins 2017; Tamminga & Hindriks 2019). On the other hand, we find much less discussion of the nature of obligations one can have *towards* collectives. For example, List & Pettit (2011) state that certain collectives operate in the space of *mutual* obligations. They argue that all parties in this space “must acknowledge that others occupy a reciprocal status: they too may address claims, expect compliance, and make compelling complaints about failures” (173). However, for all the talk of mutuality, they then largely limit their discussion to the obligations certain collectives may have. There is hardly any mention of obligations owed *to* collectives. Other collectivists about obligations do not even raise this issue.

At the same time, it would be surprising if groups could have obligations distinct from the obligations of their members but were categorically unqualified to be “obligees”. While the mutuality of obligations need not entail *equal* standing in terms of what exactly is owed to any given participant in the regime of obligations, it surely entails that all the participants in this regime do not only qualify as obligation-holders, but also as parties towards whom obligations can be owed under certain circumstances. So, to make sense of mutuality we must show that obligations may be held *vis-à-vis* collectives, whereby the talk of obligations is not just a mere shorthand for the sum of obligations held by individual members of the collective.

This is what I set out to do in this paper. Specifically, I want to defend the claim that we can have irreducible and non-distributive obligations towards collectives. I will also show that this claim does not entail a denial of ontological individualism. This means that collectives to which obligations are owed need not be anything more ontologically speaking than the sum of individuals who constitute them.

These arguments are meant to stand on their own. However, I would also like to show that they are further buttressed by at least two additional burden-of-proof considerations. The first such consideration has to do with what I call the *obligation reciprocity thesis*: if *X* is the kind of thing that can incur obligations, then we can also incur obligations towards *X*. Those resisting the claim that collectives can be obligees would either have to accept that collectives cannot have obligations if they wanted to hold onto the obligation reciprocity thesis, or they would have to give up or significantly limit the scope of the obligation reciprocity thesis. As I will show, there is a theoretical “price” to be paid for either of these options. Second, those who deny that we can have obligations to collectives will have to explain why the moral status of collectives is on a par with other members of the moral community in certain normative domains, but not in others. For example, collectivists about moral responsibility—who think that collectives can be fit to be held responsible in basically the same sense as individuals—need to explain why collectives can be morally responsible but not be “obligees”.

Affirmative Action as a (*Pro Tanto*) Obligation

To illustrate these general points, throughout the paper I will be using the example of affirmative action, and specifically, that of affirmative action through the use of quotas.

As regards this example, I will make three points, which I take to be relatively intuitive, and for which I will not argue any further here. The first point is that the underrepresentation of some minority group in a larger group (at a company or university, for example) could be unjust and unfair for a variety of reasons. A meritocratic reason would be that when members of the minority group (say, that of women) are equally qualified, it is not fair that they are significantly outnumbered by the majority group (say, that of men).²

The second point is that quotas are at least in some cases effective *and* morally justifiable instruments of remedying numerical underrepresentation of minority groups. While the use of quotas is not morally or practically unproblematic or straightforward, there is strong evidence that purely merit-based, group-neutral (e.g., gender-neutral or race-blind) hiring policies often fail to equalize or even significantly raise the proportion of the minority group (Lippert-Rasmussen 2013; Lippert-Rasmussen 2018; Barabás & Szigeti 2022).

The third point is that if underrepresentation is indeed unjust, then the injustice generates an obligation³ to do something about the injustice of underrepresentation, provided one is capable of doing so. The combination of the first and second points yields the claim that specifically *the use of quotas* can constitute an obligation. We may be duty-bound to resort to quotas because underrepresentation can be unfair and morally unjust (from the first point), and there may not be available comparably effective ways of remedying the situation (from the second point).

It is worth emphasizing that the obligation to use quotas in such cases is meant merely to illustrate the general claim that obligations towards certain groups may be irreducible and non-distributive. That is, the feasibility of the general claim does not hinge on this specific example. Below, I will offer alternative examples for the benefit of those opposed to affirmative action or the use of quotas.

² There can be non-meritocratic reasons as well for the injustice of underrepresentation. For instance, if women make up half of the population of a certain country, then there is a good case to be made that the political system does not adequately represent women as long as only a small proportion of that country's members of parliament are women.

³ To be precise, this is only a *pro tanto* obligation because preferential hiring can lead to the unfair treatment of individuals who are equally or more disadvantaged than members of the minority group, such as the proverbial gifted and hard-working son of an unemployed miner from a poverty-stricken region (Nunn 1974; Goldman 1975; Goldman 2015). The unfairness to such individuals can be relevant to the all-things-considered justifiability of the use of quotas.

The Irreducibility of Certain Obligations Towards Collectives

For now, let us proceed on the assumption that the use of quotas in certain hiring cases can constitute a moral obligation because it is a necessary means to remedying the injustice of unfair underrepresentation. The question then is: what kind of obligation is this and to whom is it owed?

Observe that the obligation in question can be discharged in a wide variety of configurations. In order to achieve the desired equitable representation, we do not have to recruit specific individuals, but rather a specific number of individuals. If, say, five members of the minority group A have to be recruited to make sure that they are no longer underrepresented, then this goal can be equally well realized, for example, by recruiting $a_1...a_5 \in A$ or by recruiting $a_6...a_{10} \in A$.

That is to say, in any given case, the obligation towards the group is discharged by treating certain individuals in certain ways (i.e., in this case by recruiting them). However, the obligation is not held towards specific individuals. It can equally well be discharged by treating other individuals belonging to that group in the required way. This “multiple realizability” of the relevant obligation is, I submit, crucial in establishing that we are indeed dealing with an irreducible and non-distributive collective obligation here.

In what precise sense is the obligation towards the group irreducible? It can be helpful here to distinguish between two senses of reducibility: *logical reduction* and *ontological reduction*.⁴ The first type of reduction depends on whether statements about collectives are logically equivalent to conjunctions of statements about individuals. The second type of reduction depends on whether collective entities are equivalent without remainder to sets of individual entities.

The account presented here is consistent with accepting reducibility of the second type for collectives as obligees. This means that for the argument to go through one does not have to violate the strictures of ontological individualism. Groups to which obligations are owed need not be anything more ontologically speaking than the sum of individuals constituting the group. Whenever an obligation is discharged—whether it is an obligation towards a collective or an individual—it will necessarily be discharged through actions undertaken towards one or more separate individuals. In the affirmative action case discussed above, this condition is clearly met as the obligation towards the collective is discharged by treating preferentially one or more individuals.

So, the claim about irreducibility concerns the first, *logical* type of reduction mentioned above. Such irreducibility obtains because the relevant obligation can be discharged in various ways by treating this or that subset of individual members of the minority group preferentially. True, when certain individual members of the

⁴ These terms are adopted from Tamminga & Hindriks (2019).

minority group are treated preferentially, then the obligation towards the group is discharged by treating those individuals in certain ways. However, the relevant obligation is still held towards the group. So, when an individual is treated in certain ways, this is because there is an obligation towards the group which the individual in question is a member of.

The Non-Distributivity of Certain Obligations Towards Collectives

One may object, however, that we cannot have an obligation towards a group unless we have corresponding obligations towards members of the group. If, for example, the obligation is to recruit five members of the minority group A , and we discharge this obligation by recruiting $a_1 \dots a_5 \in A$, then we have (at least) an obligation to $a_1, a_2, a_3, a_4, a_5 \in A$ (and perhaps to other individuals as well, members of A , and perhaps even non-members). I now want to show that this objection fails. The obligation towards the collective is not distributive. That is to say, the obligation to the collective is not the sum of obligations towards individual members of the collective. To show this, I will now briefly review the main theories on the direction of obligations in order to argue that whichever theory one aligns oneself with the obligation in question should not be seen as directed to individual members of the minority group.

Not all obligations are directed towards someone. For example, the obligation not to harm the environment may not be owed to anyone in particular. However, many obligations are directed. Consider a simple case: if you promised to me to do X , then you owe it to me to do X . Now, what does it mean for your obligation to be directed to me in this way? It means that I would be wronged if the duty were not discharged. For example, even if what you promised to me (i.e., the content of X) was to visit a friend of ours, it is I (not the friend) who is wronged if you break the promise.⁵ There are different theories to explain the directionality of obligations, i.e., why I would be wronged (or wronged in a special way) rather than others in such cases. Depending on which theory of the directedness of obligations one accepts, the explanation could be (i) that only I have the standing to release you from the obligation (as well as impose or waive secondary duties of compensation or enforcement), or (ii) that I have special standing to demand that you fulfill your

⁵ Though of course the friend may also be wronged for various other reasons in connection with the breaking of the promise. What these reasons may be will depend in part on why the promise was made in the first place.

obligation, or (iii) that I have a special interest in your fulfilling the obligation (May 2015).⁶

Now, plainly, the obligation to treat the minority group preferentially using a quota is a directed obligation. It seems to me that the obligation in question is very different from standard examples of non-directed obligations such as our duty not to destroy great works of art or respect the value of nature (May 2015). For reasons mentioned above, it is obviously not the case that *nobody* is wronged if the obligation of preferential treatment is not discharged. Nor is it the case, I think, that *everybody* (i.e., each member of the moral community) is harmed to an equal extent if that obligation is not discharged. In particular, it would be preposterous for members of the unjustifiably favored majority, who would stand to benefit if the obligation in question was not discharged, to claim that they were wronged to the same extent as members of the relevant minority group.

However, I also want to argue that no matter which of the above three criteria (i)-(iii) for the direction of obligations we consider, the obligation to treat the minority group preferentially does not appear to be an obligation directed at any given individual member (or any given subset of members). First, no individual member of the minority group can exercise normative control over the obligation of preferential treatment. This means that no individual member of A (or a subgroup, say, $a_1...a_5 \in A$) has the authority to waive the obligation that a certain subgroup of A , say, $a_1...a_5 \in A$, be treated preferentially. Nor does an individual member of A have standing to impose or waive secondary duties of compensation or enforcement if a certain subgroup of A (say, $a_1...a_5 \in A$) rather than another (say, $a_6...a_{10} \in A$) ends up being treated preferentially.⁷

⁶ All of these theories have been contested (see May 2015) and some have proposed hybrid theories in response to criticisms. I will ignore these debates and theoretical developments here and will try to show that the obligation to the collective remains non-distributive and irreducible whichever theory we adopt. I think I am entitled to doing so as the account is based on the “multiple realizability” of the obligation to redress the injustice of underrepresentation rather than on some prior theoretical commitment about the direction of obligations. I should add, however, that at a pinch I would rather give up the neutrality of my account with regard to theories of direction than give up the account itself. In particular, for reasons to be explained below, the conclusion that we can have non-distributive and irreducible obligations towards collectives may well be seen as putting additional pressure on the demand theory of directionality (which is subject to quite severe objections anyway).

⁷ There is a slight complication here. In some cases, it may indeed be permissible for an individual member of A to decide that s/he does not want to be treated preferentially. However, I want to note that this right is much more limited than it may appear at first sight. For example, if the inclusion of that individual member is necessary for redressing the injustice of underrepresentation by using quotas (because otherwise there would not be enough minority applicants to fill in the quota), then it is arguable that the individual member’s right is overridden by the need to redress the injustice. In addition, there is a good case to be made that by applying for a position at an institution that uses affirmative action in hiring, individual applicants forfeit the said right. In any case, even if an individual member has the right to refuse to be treated preferentially, I do not think this shows that the obligation to be treated preferentially was owed to her as an obligation to an individual.

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Second, an individual member of A , say a_6 has no standing to insist that any given subset be treated preferentially, e.g., $a_6 \dots a_{10} \in A$ rather than $a_1 \dots a_5 \in A$. This also means, *a fortiori*, that no individual member of A has standing to insist that s/he be treated preferentially either.

And finally, third, the obligation of preferential treatment might not end up serving the personal interest of any given member of A (or the personal interests of members of any given subset, say, $a_6 \dots a_{10} \in A$). If, for example, $a_1 \dots a_5 \in A$ are treated preferentially, then a_6 (or $a_6 \dots a_{10} \in A$) will not benefit personally from the preferential treatment.

To be sure, individual members of A do have the right (and in some cases perhaps even duty) to insist that the obligation of preferential treatment towards A be discharged. It may also be allowed (although this point is far from obvious) that members of A differ in this respect from ordinary members of the moral community meaning that they have better or stronger standing than other members of the moral community to advocate for A , and specifically, to call out the injustice of A 's underrepresentation and insist that the obligation to redress it be discharged. However, even if it is granted that they have this right or special standing, A 's members having this special right or standing only shows that the obligation of preferential treatment is owed to minority group A as a whole. It does not show that the obligation of preferential treatment is owed to members of A individually. At best, that right or standing only entitles members of A to speak up on A 's behalf, and to do specifically by insisting that the obligation towards some unspecified subset of the minority group A be discharged.⁸ As we have seen, no individual member has the right or standing to insist that the obligation be discharged towards to herself/himself nor to any specific subset of A . By the same token, no member or subset of A is wronged, if the obligation of preferential treatment is properly discharged towards another (suitably large) subset of A .

However, would not the concession I have just made, namely that members of A differ from ordinary members of the moral community because they have better or stronger standing than other members of the moral community to call out the injustice of A 's underrepresentation, mean that the obligation of preferential treatment is owed individually to *all* members of A (even if only a given subset of them can be actual beneficiaries of preferential treatment)? I do not think so. The mere fact that one has a special standing or right to call out an injustice or insist on the discharging of an obligation to redress that injustice does not establish that that obligation is owed to one.

This is because even if the demand condition (see condition (ii) above) is held to be crucial for the directedness of obligations, surely, the demand must be rather

⁸ There are stronger reasons to talk of such entitlement to advocate for A if A starts to organize itself and, in the process, empowers certain individuals to speak on A 's behalf (the final section briefly discusses such scenarios).

specific and concrete.⁹ In the above example about your promise to me to visit a friend of ours, what establishes the directedness of your obligation to me (if indeed one wants to rely on the demand theory of directedness) is that I can demand that you do what you promised, namely visit that friend because and in the way I asked you. However, it seems that individual members of *A* cannot make such specific demands with regard to the obligation to redress the injustice of underrepresentation. They can advocate for *A* and demand the discharging of the obligation to redress the injustice of underrepresentation in general terms and with regard to *A* as a whole, but (as we have seen) they cannot make demands as to which individual members of *A* should be targeted. In short, even if we accept that members of *A* have special standing or right to insist on compliance with the obligation (and I am not sure we should accept this in the first place), this does not establish that that obligation is owed to all (and each) of them, only that it is owed to *A* collectively.

In sum, what this means is that the obligation to the minority group—specifically, the obligation to redress the injustice of its underrepresentation—cannot be cashed out as a concatenation of statements about individual obligations owed to specific members of the relevant group. The obligation in question is not distributive because it is not directed towards specific individuals. Rather, it merely specifies that a given *number* of unspecified individuals within the minority group are to be treated in a certain way.

One final worry is that this argument hinges on the moral acceptability of the use of quotas in affirmative action. This is not the case. I have chosen this—admittedly somewhat controversial—example for detailed analysis to show that the problem of obligations towards collectives does bear on issues of even considerable normative importance and contemporary interest. However, the argument can be illustrated using simpler, less contentious cases as well. For example, imagine that a promise has been made to a group that it will be proportionally represented in some larger body. If so, then there will be an obligation to the group to which this promise was made that is not reducible to obligations to any individual members of this group, and this obligation to the collective cannot be distributed as obligations to individual members.¹⁰

⁹ This is perhaps also the right place to confess that I have serious doubts regarding the plausibility of the demand condition as an explanation of the directedness of obligations in general. *C*'s standing to demand compliance with an obligation seems to be neither sufficient nor necessary for the obligation to be directed towards *C*. May (2015) raises weighty objections against this condition along these lines.

¹⁰ One might also consider cases in which what is owed to the group is not divisible and distributable in some obvious piecemeal fashion (as in the hiring case where the jobs ultimately go to specific individuals). One interesting real-life example would be the obligation to return plundered works of art to the country of their origin. I thank Michael Cholbi for suggesting this example.

Obligations of Collectives and Obligations Towards Collectives

An interesting parallel can be drawn here with the literature on obligations held by (rather than owed to) collectives. Many, perhaps most, who have written about obligations of collectives take the view that at least in some cases the obligations of collectives can be irreducible to the obligations of their members (Copp 2007; Isaacs 2011; Lawford-Smith 2012; Wringer 2016; Collins 2017; Tamminga & Hindriks 2019; Blomberg & Petersson 2022). Moreover, it is also commonly accepted that such obligations are not distributive, whereby non-distributivity is used in the same sense as above, i.e., it is argued that some obligations incurred by collectives cannot be cashed out as concatenations of obligations held by individual members.¹¹

The parallels between discussions of obligations of collectives and my suggested analysis of obligations towards collectives is mentioned here not just because of the encouraging similarity in the structure of arguments by which collectivist conclusions are reached with regard to obligations held by/towards certain groups. The reference to that parallel debate is also important because it raises the question whether we have any good reasons to accept a disparity in the status of collectives, so that they can be holders of obligations, but not addressees of obligations.

In general, the obligation reciprocity thesis mentioned in the introduction seems to have at least some initial appeal: if X can have obligations, then we can also have obligations towards X .¹² It seems unfair that we can impose binding demands on some entity (agent or social object) without that entity having the right to expect any binding commitments from us—not just in a concrete situation, but categorically due to the kind of entity it is. Whatever the case may be, I cannot argue for the obligation reciprocity thesis here. What I want to point out, however, is that denying the main claim of this paper would entail rejecting either the obligation reciprocity thesis or the view that collectives can have obligations. Given the initial plausibility of both the obligation reciprocity thesis and the arguments for the existence of obligations held by collectives, the burden of proof clearly shifts to those who would deny that we can have obligations towards collectives.

This is a specific challenge to be faced by those who accept that collectives can have obligations, but not that they can be obligees. However, there is also a broader burden-of-proof issue here about the moral status of collectives. The question again

¹¹ Collins (2017) writes that “group agents’ duties are distinct from a collection of individual duties”, and Tamminga & Hindriks (2019) that “fulfilling an individual obligation is neither necessary nor sufficient for fulfilling a member obligation”. By the same token, Lawford-Smith (2012) argues that each member of a collective can satisfy her individual and membership obligations and the group can nevertheless fail to satisfy its collective obligation, and Isaacs (2011) seems to agree.

¹² The converse thesis is more debatable: that we can have obligations towards X does not seem to entail that X can have obligations. For example, X may be dead, or X could be an animal.

concerns parity: in this case not specifically in terms of obligations, but rather in terms of other properties relevant to a collective's moral status. There is a growing body of literature on various aspects of this problem. Philosophers have been asking: Can some collectives be morally responsible? Can they have rights? Can they perhaps even feel emotions, suffer pain and experience pleasure? Of course, few would deny that the answer to at least some of these questions is yes, provided the ascriptions of responsibility, rights, sensations, etc. to collectives is understood in a distributive sense—merely picking out properties of some or all individual members of the collective. However, just as in our case of obligations, there is a further question whether such ascriptions can be used *non-distributively* as well.

It is of course not for us to answer these questions here. However, once again it seems fair to diagnose that the burden of proof will be shifted to those who are prepared to ascribe some determinants of moral status to collectives, but not others. Why should we say, for example, that both individuals and groups can be morally responsible in roughly the same sense, but not that they can be obligees in roughly the same sense? In general, why should we assume parity between individuals and collectives with regard to one aspect of moral status (e.g., that of moral responsibility), but not with regard to obligations? These questions will be all the more pressing given that these aspects of moral status are in many cases not independent from one another: the possession of one relevant property could entail the possession of another: for example, on Strawsonian accounts of moral responsibility, the ability to feel reactive emotions is necessary for being a morally responsible agent.¹³

What Kind of Collectives Can Be Obligees?

One question I did not discuss in this paper is whether groups to which obligations can be owed need to have a certain kind of structure and/or possess distinctive organizational features. It has been argued, for example, that only formal organizations with a well-defined division of labor, a stable collective identity, and a formal decision procedure (e.g., corporations), but not random collectives can be morally responsible in a non-distributive sense (List & Pettit 2011). The arguments above do not stipulate such conditions for collectives to qualify as obligees. The target groups of affirmative action measures need not be formally organized groups.¹⁴

¹³ Emphatically, the considerations adduced in this section are merely supposed to highlight the costs of rejecting the view defended and are not meant to serve as knock-down arguments. Indeed, there have been serious attempts to justify the differential treatment of individuals and collectives as regards various determinants of moral status. For example, disparities have been traced back to the fact that individual human beings possess phenomenal consciousness, while collectives do not (List 2018). The arguments above do not aim to discredit such attempts, they are merely meant to show that such arguments are required.

¹⁴ Incidentally, it does not seem to be the case either that such structural requirements would apply to collectives that can have obligations (beyond perhaps some ability of members to communicate with

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I do not wish to take a stance here as regards the question which characteristics may be indispensable for collectives to qualify as obligees. However, since the examples I have been focusing on all involve unstructured groups, it is necessary to consider the objection that such groups do not qualify for the specific reason that, given their lack of structure, these groups do not have the capacities required for duties to be directed at them. That is, since they are unorganized, they might not be able to waive an obligation or insist that the obligation be discharged (or complain if it has not been discharged).

In response to this objection, it is worth pointing out four things. First, the interest theory of directed obligations could still work for unorganized groups even if the other two theories mentioned above do not. Second, there are other cases in which it seems quite clear that we have obligations towards various individuals who lack said capacities, e.g., patients in a coma or my yet unborn child. Third, the objection is helpful because it brings out why it may be especially important for certain minority groups to organize themselves and to find a voice, and the account proposed here can in part explain why many of them have done so (Lackey 2018; Townsend 2020). Even if it is not true that such capacities are strictly speaking required to qualify as an obligee, it is clear that only those in possession of such capacities can advocate effectively for the discharging of obligations owed to them. And fourth, even if one nevertheless believes that such capacities are strictly required to qualify as an obligee and one also believes that unorganized collectives do not have these capacities, there can still be good reasons to treat such unorganized collectives as “embryonic” obligees who have the potential to develop into fully enfranchised obligees by adopting the requisite structure or organizational features (among others, by appointing spokespeople on their behalf or by adopting formalized decision-making procedures).¹⁵

After having surveyed some of the extra theoretical “costs” to be faced by opponents, I close by calling attention to an additional attractive feature of the position defended here, namely that it comes, metaphysically speaking, “cheap”. Specifically, the conclusion that we can have obligations towards collectives is not made on the basis of claims about what kind of entities can be persons or agents. Other things being equal, this should make these arguments more appealing than arguments for obligations towards collectives which are based on contentious ideas about group personhood or group agency. By the same token, it should also make these arguments somewhat more difficult to resist by individualists who are opposed to the idea of obligations to collectives *because* they are opposed to collectivism about personhood or agency.

one another). Random people at a beach may incur the collective duty of rescuing a drowning child without being members of a formally organized group (see Blomberg & Petersson 2022).

¹⁵ This last argument about “embryonic” obligees parallels (but does not presuppose) Pettit’s (2007) arguments about the “developmental rationale” for treating certain unstructured groups as if they were (already) corporate agents.

References

- Barabás, György & András Szigeti 2022 “Using quotas as a remedy for structural injustice”. *Erkenntnis*, online first: 1–19.
- Blomberg, Olle & Björn Petersson 2023 “Team reasoning and Collective Moral Obligation”. *Social Theory and Practice*, online first.
- Collins, Stephanie 2017 “Duties of group agents and group members”. *Journal of Social Philosophy*, 48(1): 38–57.
- Copp, David 2007 “The collective moral autonomy thesis”. *Journal of Social Philosophy*, 38(3): 369–388.
- Held, Virginia 1970 “Can a random collection of individuals be morally responsible?” *Journal of Philosophy*, 67(14): 471–481.
- Goldman, Alan H. 1975 “Reparations to individuals or groups?” *Analysis*, 35(5): 168–170.
- Goldman, Alan H. 2015 *Justice and reverse discrimination*. Princeton, NJ: Princeton University Press.
- Isaacs, Tracy 2011 *Moral responsibility in collective contexts*. New York: Oxford University Press.
- Lackey, Jennifer 2018 “Group assertion”. *Erkenntnis*, 83(1): 21–42.
- Lawford-Smith, Holly 2012 “The feasibility of collectives’ actions”. *Australasian Journal of Philosophy*, 90(3): 453–467.
- Lippert-Rasmussen, Kasper 2013 *Born free and equal?: A philosophical inquiry into the nature of discrimination*. Oxford: Oxford University Press.
- Lippert-Rasmussen, Kasper 2018 “The ethics of anti-discrimination policies” in A. Lever, & A. Poama (Eds.) *Routledge handbook of ethics and public policy* (267–280). London & New York: Routledge.
- List, Christian 2018 “What is it like to be a group agent?” *Noûs*, 52(2): 295–319.
- List, Christian & Philip Pettit 2011 *Group agency: The possibility, design, and status of corporate agents*. Oxford: Oxford University Press.
- May, Simon C. 2015 “Directed duties”. *Philosophy Compass*, 10(8): 523–532.
- Nunn, William A. 1974 “Reverse discrimination”. *Analysis*, 34(5): 151–154.
- Pettit, Philip 2007 “Responsibility incorporated”. *Ethics*, 117(2): 171–201.
- Tamminga, Allard & Frank Hindriks 2019 “The irreducibility of collective obligations”. *Philosophical Studies*, 177(4): 1–25.
- Townsend, Leo 2020 “Group assertion and group silencing”. *Language & Communication*, 70(1): 28–37.
- Wringe, Bill 2016 “Collective obligations: their existence, their explanatory power, and their supervenience on the obligations of individuals”. *European Journal of Philosophy*, 24(2): 472–497.