

# **THE POSSIBILITY OF CHOICE: THREE ACCOUNTS OF THE PROBLEM WITH COERCION**

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Questions regarding permissibility and responsibility intersect in cases of coercion: there is a strong moral presumption against the use of coercion and those who are coerced seem to be less responsible for the actions they were coerced to perform. These two considerations seem to reflect the same feature of coercive interactions. When coercion is impermissible, this seems to be because it improperly constrains the victim's choice, and, when coercion mitigates responsibility, this too seems reflect the effect of coercion on the victim's choice. In this paper, I explore this connection and develop an account of when and why the use of coercion is impermissible and how coercion affects the responsibility of victims.

It is important to distinguish two types of treatment that are both sometimes described as coercion. Physical coercion operates by taking physical control of at least some part of another's body, e.g. grabbing another's arm and pulling him out of his chair. The effect of physical coercion on the victim's choice is fairly clear: the victim is not able to choose how to move his body.

The focus of this paper will be on what might be called 'volitional coercion'. Volitional coercion operates on another's choice, e.g. the mugger who says, "Your money or your life," meaning, "I will kill you if and only if you refuse to hand over your money." There is a temptation to understand volitional coercion on the same model as physical coercion. That is, it may seem as though the victim of volitional coercion is not able to choose her resulting actions in the same way that the victim of physical coercion is not able to choose how to move her body. A little reflection, however, reveals that physical and volitional coercion function in

fundamentally different ways. The point of the mugger's threat is to get his victim to make a particular choice rather than to prevent her from choosing at all. Yet the thought that one does not *really* choose when one is coerced remains very intuitive. Understanding how volitional coercion, which I will henceforward simply call 'coercion', constrains the victim's choice without eliminating it altogether thus requires further examination.

The literature on coercion in moral philosophy tends to focus on developing a definition of coercion.<sup>i</sup> In contrast, I will not begin by attempting to identify necessary and sufficient conditions for labeling an act coercive. Instead, I focus on paradigmatic cases of coercion and attempt to explain how the aggressor's treatment of the victim is morally objectionable and how the victim's responsibility is diminished.<sup>ii</sup> This investigation will reveal serious limitations of the definitional project that should make us wary of continuing to pursue it.

Paradigmatic cases of coercion, like the mugger's threat, involve interactions of the following form: the initiator indicates that she will do  $x$  if and only if the recipient does  $y$ . In other words, the initiator is announcing that what she is going to do is contingent on what the recipient does. Let us call speech acts that have this kind of structure 'contingency announcements'. The category of contingency announcements contains both morally problematic cases and morally benign cases. Contrast the case of the mugger with the following lunchtime interaction. I say to you, "I will give you my pretzels if (and only if) you give me your chips." As I suggested above, intuitively it seems as though the problem with the mugger's contingency announcement lies in the way it constrains his victim's choice. This kind of constraint seems to be absent in the lunchtime case. So, we need a characterization of this kind of constraint that: (1) explains the moral objection to the mugger's contingency announcement; (2) explains the diminished responsibility of the mugger's victim; (3) identifies why the

lunchtime contingency announcement does not give rise to this moral objection and diminished responsibility.

I will compare three views that explicate the effect of the mugger's contingency announcement on his victim's choice in different ways. The first view comes closest to the understanding the effect of the mugger's contingency announcement on the model of physical coercion. This view, which I will call the 'impaired action account', claims that there is something defective about the victim's action in response to the mugger. The action fails to merit some special qualifier like 'autonomous' or 'authentic'. The sense in which one does not *really* choose is thus somehow located within the victim's agency. I will say a bit more about what this means shortly and argue against the two most promising ways of supporting such an account.

Second, I will consider what I call the 'impaired consent account'. This kind of account, favored by some contemporary Kantians like Christine Korsgaard and Onora O'Neill,<sup>iii</sup> suggests that although the victim is not prevented from acting she is prevented from doing something of particular normative significance: her response does not amount to *consenting* to participate in bringing about the mugger's end and, in this sense, she is forced to do so. Here the sense in which one does not really choose is located in one's relationship to the coercer rather than one's agency: one does not really choose because another person is choosing for one. After reviewing several versions of the impaired consent account, I will conclude that there is one view in this category that reveals something important about what is going wrong in cases like that of the mugging. I will suggest, however, that the fixation of this view on the idea of consent is misguided.

This problem with the impaired consent account motivates the move to the ‘impaired normative authority account’. Through the exercise of what I call ‘normative discretionary powers’, people are able to change the landscape of obligations and permissions simply by choosing to do so. Giving consent is an example of an exercise of a normative discretionary power, but it is not the only one. Making a promise, for example, is another way to change the obligations and permissions people have, namely by obligating oneself. The inability of the victim to consent to participating in the mugger’s plan simply reflects the victim’s inability to exercise her normative discretionary powers more generally, which in turn reflects the victim’s inability to exercise an even more basic normative authority. I will conclude that the impaired normative authority account provides the correct diagnosis of why, unlike in the lunchtime case, the mugger’s contingency announcement is impermissible and limits his victim’s responsibility for her response.

### *1. The Impaired Action Account*

Let us begin then with the impaired action account. The impaired action account is a natural direction to turn when one recognizes that the model of physical coercion cannot be directly applied in the case of volitional coercion. The idea of defective action is supposed to help make sense of the way in which the victim both does and does not choose her resulting actions.

The question of what constitutes an action is, of course, a complicated and contentious issue on its own. For our purposes, the intuitive contrast between something an agent does and something that happens to her will suffice as a starting point. With this bare bones idea of something an agent does in mind, some go on to add some kind of qualifier – for example:

autonomous, authentic, full-blooded and so on. Now, of course, when the victim hands her money to the mugger, this is not a mere happening like having her arm jostled by a strong gust of wind. If the impaired action account is to be at all plausible, it must be directed toward the special sense of action meant to be picked out by the qualifiers I just mentioned. Each of these qualifiers picks out something different in the views of particular theorists. For example, Harry Frankfurt argues that a threat violates the victim's autonomy by leading him to comply with the threat on the basis of a motive that he would prefer not to be moved by.<sup>iv</sup>

Rather than considering all the possible versions of the impaired action account, we can readily undercut the two features of cases like the mugger that provide the strongest support for characterizing the victim's response as a defective action: the victim's diminished responsibility for her response and the victim's experience of the interaction as one in which she participates unwillingly. I will consider each of these features in turn.

### *1.1 Responsibility*

Being subject to the contingency announcements we typically call coercive is often thought to mitigate the responsibility of the victim for her response. This in turn is sometimes taken to imply that the victim should not be regarded as engaging in the relevant actions in a way that merits the qualifier autonomous, authentic, etc. Frankfurt, for example, makes this move explicitly.<sup>v</sup> This move, however, involves a failure to distinguish between different senses of responsibility.

Consider four questions we might be asking regarding the responsibility of a particular agent in a particular situation.<sup>vi</sup> First, may the behavior in question be attributed to the agent so that it is the proper object of moral evaluation and appraisal? This question seems to be tracking

the appropriateness of applying some special qualifier to the action like ‘autonomous’. Second, is the action permissible or impermissible (furthermore, is it obligatory or supererogatory)? Third, is the action praiseworthy, blameworthy, or morally neutral? Fourth, should we let the benefits and burdens resulting from the behavior fall to the agent who engaged in it?

We do not need a complete view on the relationship between these four questions to see that the presence of what we typically call coercion in a situation can affect the answer to some or all of the latter three questions without affecting the answer to the first question. The claim that an action is attributable to an agent as the proper object of moral evaluation and appraisal does not itself settle what the appropriate evaluation and appraisal are. We might, for example, be able to identify an action like handing over the keys to a safe as one that an agent autonomously performs and then still need to answer a further question regarding whether this action was blameworthy under the circumstances. Coercion can thus alter assessments of permissibility and blame without undermining the attribution of the action to the agent. For this reason, considerations regarding the victim’s responsibility cannot be used to support the impaired action account in any straightforward way.

## 1.2 *Unwillingness*

Let us turn then to the second way one might potentially try to motivate the impaired action account. There seems to be some strong sense in which the victim does what she does *unwillingly*. Insofar as this is so, she is in some way alienated from what she does. This might be thought to suggest, then, that the victim’s response falls short of an action in some special sense of action. I will distinguish four senses of unwillingness that the victim may experience.<sup>vii</sup> We will see, however, that only the third and fourth kinds affect the victim in a way that might

incline us to regard her action as something less than a genuine action and that these kinds of unwillingness are limited in a way that prevents them from grounding a general explanation of the problem with morally suspect contingency announcements.

First, one might think that coercion is problematic because it involves placing victims in circumstances that are hostile to their aims. The sense that one has to ‘choose the lesser evil’ seems to capture one familiar reason an agent may not identify himself wholly with what he does. But although one may regret or resent having to choose in certain circumstances, one chooses nonetheless.<sup>viii</sup> Suppose you had to decide whether to turn in a close friend for committing a serious crime. Although this would be a terrible choice to have to make, it makes sense to regard your resulting behavior as a genuine action. This can be seen by noticing that we would regard the resulting behavior as attributable to you as the proper object of moral evaluation. There may be grounds for debating what you ought to do. But it makes sense to ask what you ought to do and you might even ask yourself that very question before deciding. Moreover, the resulting behavior is the proper object of moral appraisal. After settling whether failing to turn in your friend is permissible it is appropriate to ask what attitude we should take to that action (praise, blame or something else).<sup>ix</sup>

Second, in addition to making the victim face hostile alternatives, a coercer often shapes the alternatives such that the balance of reasons points strongly in one direction. This can make it seem to an agent as though there is no decision left to be made and hence that the ensuing behavior is not *up to her*. This appearance involves a slide between two thoughts: (1) that the recipient does not choose to act as she does and (2) that the recipient has no other meaningful options. It is important to see that these really are two distinct claims and that (2) does not imply (1). This is clear when we look at a more pleasant example. Suppose you are offered your

dream job at an ideal moment in your life and you have no other job prospects in your chosen field. Everything counts in favor of accepting and nothing counts against accepting. Even though you have no other meaningful options, it would be a mistake to say that accepting the position is not a genuine action, i.e. that you are just going through the motions.

Why, then, might one think that the unpleasant case is different – that one is not really acting when both the alternatives are hostile and the considerations to which they give rise are decisive? The answer may have to do with how we experience the force of reason. When the deliverance of the process of reasoning is virtually instantaneous and the verdict is not one the agent is pleased by, there is a tendency to see the verdict as imposed from the outside. Notice, however, that in both the pleasant and the unpleasant case, circumstances brought about by another agent are dictating the verdict. And in both cases the agent assesses the considerations to which the circumstances give rise and this assessment leads to action. So, it does not make sense in either case to claim that the action is not really the agent's own.

We have seen so far that two generally applicable explanations of the unwillingness involved in responding to a suspect contingency announcement are consistent with maintaining that the response constitutes a genuine action. In contrast, consider the unwillingness involved in actions that arise from deliberative confusion or *akrasia*. These third and fourth kinds of unwillingness may affect the status of the behavior as a genuine action.<sup>x</sup> But these kinds of unwillingness are not necessary effects of suspect contingency announcements. While the mugger's victim may feel afraid and as a result become confused, she might maintain a clear head throughout the encounter. Nonetheless, what the mugger is doing in this case seems problematic in basically the same way. And while some suspect contingency claims might operate by inducing *akrasia*, most rely on the rationality of the victim's response. So, neither of

these two potential kinds of unwillingness is general enough to ground an explanation of the basic problem with suspect contingency announcements.

Where does this leave the impaired action account? The ideas of autonomy and the like are meant to capture something significant about the relationship between an agent's psychological states and the movements of her body – say, that she is motivated by the incentive Kant calls respect for the law, or, as in Frankfurt's view, acting in accordance with her higher order desires. But as we have just seen, neither considerations of the victim's responsibility nor her unwillingness are sufficient to justify the claim that the presence of a threat breaks the special connection between an agent and her movements that is involved in genuine action, or at least not in so general a way as to be able to ground an account of the problem with morally suspect contingency announcements. So, although the impaired action account is a natural starting place in the diagnosis of the sense in which the victim of coercion does not *really* choose, the view ultimately cannot get off the ground.

## 2. *The Impaired Consent Account*

The impaired consent account responds to the deficits of the impaired action account by relocating the sense in which the victim does not really choose. This view suggests that the problem with suspect contingency claims is not that they impair the connection between the victim and her movements but rather that they impair the relationship between the victim and the coercer. This impairment has a very specific form: the victim's response does not amount to consenting to participate in bringing about the coercer's end and, in this sense, she is forced to do so.

In order to understand what this suggestion involves, we need to understand the nature of consent. As I noted earlier, to consent to something is to exercise a normative discretionary power. In particular, when one gives one's consent to another, one removes a barrier to the permissibility of the other's act. For example, consent removes an important barrier to the permissibility of a doctor's performing surgery on a patient. In this way, giving consent, like the exercise of any normative discretionary power, is a morally transformative act – it reshapes the landscape of permissions and obligations.

Notice, however, that if the mugger points a gun at his victim and demands the money, the act of handing it over does not seem to be morally transformative – the mugger is no more entitled to keep the money than if he had filched the victim's wallet without her knowledge. The impaired consent account claims that this is the problem with suspect contingency announcements like that of the mugger: recipients are unable to consent to participating in the initiator's plan.

This account seems promising in that it points to what seems to be a readily recognizable effect of the mugger's announcement on his victim's choice. But if this account is to succeed, we need an explanation of how having a gun to one's head etc. affects the ability to give consent. This, unfortunately, is not something the contemporary Kantians who advocate this view have said much about. In what follows, I will draw on what has been said to develop an explanation.

### *2.1 How Coercion Impairs the Possibility of Consent*

In the Kantian story, the idea of consent enters in the explication of Kant's Formula of Humanity. This version of the categorical imperative requires that agents treat humanity, i.e. rational nature, in themselves and others always as an end and never merely as a means.<sup>xi</sup> On one

common way of spelling out what it is not to treat someone merely as a means, what is important is that one not treat others in a way that precludes the possibility of their consent to one's use of their actions to further one's ends.

This reading comes out of Kant's discussion of the impermissibility of deception. Kant suggests that the problem with a lying promise is that the recipient "cannot possibly agree to my way of behaving toward him, and so himself contain the end of this action."<sup>xii</sup> In what sense is the victim of deception unable to consent to participate in bringing about the deceiver's end? As Christine Korsgaard describes it, if I ask you for a loan with no intention of repaying it, when you hand over the money you have not agreed to participate in bringing about the realization of my true end, namely the permanent acquisition of your money.<sup>xiii</sup> You think my end is something entirely different. Since you are in the dark about my true end, consenting to your action's contribution to this end is supposedly impossible. It is certainly true that you act in a way that furthers my end. Handing over the money really is an action you perform. But consent requires not just that you choose to act in a way that in fact furthers my true ends but that you choose this action under a description that makes some reference to my true ends.

The problem with the contingency announcements we typically call coercive is supposed to have the same form. The mugger's victim cannot, so the story goes, consent to participate in bringing about the mugger's end of obtaining her money. This strategy, however, faces an obvious question. Given that the mugger's victim knowingly and intentionally gives him her money, in what sense does she not consent to participate in bringing about his end of obtaining her money? What more than this does consent require?

One way of motivating the impaired consent account just involves sliding back into the impaired action account, i.e. into the denial that the victim really is knowingly and intentionally

giving the mugger her money. You do not count as agreeing to bring about the mugger's end because your response does not really count as a genuine action. As Onora O'Neill puts it, "Victims may *want* the same ends as their coercers; but that is not the same as sharing those ends, for one who is coerced, even if pointlessly, is not pursuing, nor therefore sharing, ends at all."<sup>xiv</sup> Here O'Neill criticizes the coercer on the grounds that his victim does not share the end her actions are being used to further. O'Neill, however, justifies this claim via the claim that the victim is not 'pursuing ends at all'. We have already seen that this need not be true. The victim's response may be a genuine action.

The more interesting move is to suggest that there is some precondition for consent in addition to knowledge of another's plans that makes consent to do what the mugger wants impossible. Korsgaard makes a suggestion that follows this strategy, claiming one has to have 'some power over the proceedings' in order to count as agreeing to participate in bringing about another agent's ends.<sup>xv</sup> Although Korsgaard does not elaborate what this involves, we might take power over the proceedings to mean something like control over the circumstances in which one has to make a choice. The mugger is using his contingency announcement to prompt his victim's decision to participate in bringing about his end. He has not asked for the victim's consent to the terms expressed in this announcement. This seems to be a sense in which the victim lacks power over the proceedings. She has had no say in how her options have been shaped.

This suggestion raises three questions. First, why is a say in the shaping of one's options is a precondition for consent? Second, what kind of say is required? Third, does the mugger prevent his victim from having this kind of say? It is not immediately obvious how to answer to the first question and, in light of this, answering the second question poses a challenge. Luckily,

we can work backwards, starting with the third question. An examination of the kinds of control over circumstances one can have reveals only one kind of control that the mugger's victim is necessarily denied. So, if the idea of control as a precondition for consent is going to do any work in explaining the problem with suspect contingency announcements, it will be via this particular kind of control. And as we will see, once we have a clear understanding of the kind of control we are talking about, the importance of this kind of control for ensuring the possibility of consent is clear.

## 2.2. *Power over the Proceedings*

We can distinguish two general approaches to explicating power over the proceedings, i.e. control over the circumstances. First consider the *non-moral* approach. Views in this category claim that determining whether the parties to an interaction all have power over the proceedings does not require bringing in any moral evaluation of what the parties are doing. We can determine whether the parties have power over the proceedings just by looking at how each of the parties takes the other's plans into account in her deliberations. The attraction of the non-moral approach is that it allows for the possibility that coercion is a *basic* moral wrong – a wrong that we can identify without needing to identify any other wrong. Despite this appeal of the non-moral approach, I will argue that this approach is untenable and that its defects push us in the direction of the *moral* approach. Views in this category bring in considerations regarding the moral permissibility of what each agent is doing in order to determine whether the parties all have power over the proceedings. This suggests that when coercion is impermissible, it is a *parasitic* wrong – the wrong of coercion depends on other wrongful aspects of an interaction.

### 2.2.1 *The Non-Moral Approaches*

Let us begin, then, by examining the non-moral approaches to explicating the ‘power over the proceedings’ precondition on consent. There seem to be three views in this category. First, on the *weak* interpretation, all that is needed to give another adequate power over the proceedings is a willingness to revise one’s plans in light of considerations the other raises. On this interpretation, what is important is that one not engage in interactions with another having already completely settled what one is going to do. But on this view, ultimately it is up to each person to decide whether the other’s concerns warrant a change in plans.

This view is too weak to deliver the desired result because the mugger’s victim could have power over the proceedings in this sense. Consider the following possibility. The mugger says to his victim, “Give me your wallet or I will shoot you.” The victim responds: “Take the money but please let me keep the pictures. They mean a lot to me.” The mugger agrees. If we were to accept the weak interpretation, the precondition for consent would be met and thus the mugger would not be treating his victim in a way that precludes the possibility of consent.

We might overcorrect this problem with the *strong* interpretation. On this interpretation, having power over the proceedings requires that one’s options not be altered by others without one’s agreement. Like the weak interpretation, the strong interpretation focuses on the structure of how each agent takes the other’s plan into consideration and does not rely on a moral assessment of either party’s planned actions. Unlike the weak interpretation, however, the strong interpretation requires much more than mere flexibility when considering others’ plans. On this view, in order to count as consenting to participate in another’s plan, each person must be given a veto over any action of the other’s that affects her options.

It might seem like the mugger will not be able to meet this standard. If the victim has veto power over his intention to kill her if she does not hand over the money, he can, one might think, no longer use the contingency announcement to get what he wants. When the mugger says, "Your money or your life," his victim can simply require him to abandon the contingent intention this expresses.

Unfortunately, however, the strong interpretation is a bit too strong and faces a serious conceptual difficulty. If we are required to give others veto power over all the actions that affect them, the mugger can veto any action of his victim's that affects him and hence he can veto her veto of his contingent intention. We could continue iterations of the vetoes indefinitely. In other words, if everyone always has a veto option, conflicts become irresolvable.

How can we move beyond this impasse while still giving each party power over the proceedings? On the *bilateral* interpretation, the parties are required to come to a shared view of how the interaction will proceed. Consider what this view implies about the situation of the mugger and his victim. The mugger plans to kill the victim if she does not hand over her money. The victim plans to hang on to both her money and her life. Their respective plans are in tension. Neither is likely to be able to persuade the other of the superiority of their respective plans, especially in the absence of a moral evaluation of their respective plans. So, it seems like they will only be able to come to a shared view about whose plan should go forward by agreeing to some procedure that will randomly decide the matter, like a coin toss. Indeed, the victim must agree to some procedure like this in order to ensure that the mugger too has adequate power over the proceedings. This already makes this view rather implausible. Moreover, notice that this would merely add a layer of difficulty to the mugger's activities. If the mugger won the coin toss, he could proceed as before. And yet, on the bilateral interpretation, the victim will have

had power over the proceedings and her act of handing over the money will count as consenting to let the mugger keep it. So, the bilateral interpretation still does not give us the answer we are looking for – it does not show us that the mugger makes it impossible for the victim to have power over the proceedings and hence does not show us that the mugger makes it impossible for his victim to consent to his taking her money.

### 2.2.2 *The Moral Approach*

All three non-moral interpretations of power over the proceedings are unable to articulate a plausible precondition for consent. I suggest, however, that we put the idea of veto power that was introduced in this discussion to work in a somewhat different way. I am going to use the idea of veto power to help articulate what it means to constrain another's options through a contingency announcement. I will then argue that the combination of this conception of constraint and the observation that the mugger intends to do something impermissible<sup>xvi</sup> can be used (1) to establish that the mugger impermissibly constrains his victim's options, and (2) to develop a moral interpretation of power over proceedings that indicates why impermissibly constraining the victim's options makes it impossible for her to consent to giving the mugger her money.

I suggest that a contingency announcement constrains the recipient's options when both (1) denying the recipient veto power over the intention being announced is a necessary condition on the success of the contingency announcement in influencing the recipient, and (2) if the recipient had veto power over the intention being announced, she would take herself to have some reason to use it. These two conditions together ensure that the effect of the contingency announcement on the recipient's options is *inescapable* and *deliberatively significant* and hence

that the contingency announcement may be appropriately regarded as constraining the recipient's options. Call this the 'veto conception' of constraint.

The first condition in the formulation of the veto conception of constraint might seem to involve more complexity than is needed. Why not simply say that the effect of a contingency announcement on the recipient's options is inescapable when the other is denied veto power over the intention being announced? To see why this formulation is inadequate, let us return to the lunchtime case I described at the outset of the paper. I say to you, "I will give you my pretzels if (and only if) you give me your chips." Suppose that I refuse to give you veto power over my intention because I really like to have my views about all potential lunchtime trades settled. There is a very minimal sense now in which my announced intention has an inescapable effect on your options – you are stuck interacting with someone who has settled views about lunch. But there is a meaningful sense in which you can escape the effect of my intention on your options in the lunchtime case even if I deny you veto power over my intention. If I gave you veto power and you exercised it, the result would be that I keep my pretzels and you keep your chips. This is a result that is available to you even if you lack veto power – you can simply decline to trade, thus leaving me with my pretzels and you with your chips. Thus, there is a clear sense in which the effect of the contingency announcement on your options in this case is one you can escape because your options remain the same either way. The veto conception of constraint tracks this observation. On the formulation of the inescapability condition above, a contingency announcement has an inescapable effect on the recipient's options if the success of the contingency announcement in influencing the recipient depends on denying the recipient veto power over the intention being announced. In the lunchtime case, the success of my contingency announcement in influencing you does not depend on denying you veto power over my intention

precisely because that intention already leaves you the option of keeping your chips, which is the outcome you would achieve by vetoing my intention.

In this respect, the lunchtime case differs significantly from the case of the mugger. The effect of the mugger's contingency announcement on his victim's options is inescapable in the sense I have just described. It makes a practical difference whether the victim has veto power or not. If his victim had the power to demand that the mugger abandon the intention to kill her, he could not use the announcement of this intention to influence her. In this way, the success of the mugger's contingency announcement depends on denying his victim veto power over his announced intention.

To be clear, notice that the inescapability condition picks out cases in which denying the recipient veto power over the intention being announced is necessary for the success of the contingency announcement, *though not necessarily sufficient*. Suppose that instead of announcing an intention to kill his victim, the mugger announces an intention to beat up his victim. As in the original case, the success of the mugger's announcement in this modified case depends on denying the victim veto power over the intention being announced. If the victim had veto power, the intention being announced could not possibly be used to influence her. As it happens, though, the victim would prefer to be beaten than to give up her money. So, the contingency announcement does not actually succeed in influencing her. But the contingency announcement nonetheless had an inescapable effect on her options.

With this understanding of the inescapability condition in mind, let us turn to the deliberative significance condition. In order to appreciate the role of this condition in the veto conception of constraint, consider another modified version of the mugging case. The mugger announces an intention to smash his victim's car windshield. The mugger does not know,

however, that the victim's car is already destined for the junkyard and will be towed away later that day regardless. Suppose, then, that it makes no difference to the victim at all whether the mugger smashes her windshield. In this case, although the effect of the mugger's action is inescapable in the sense I have described, it is deliberatively irrelevant to the victim and in that sense her options do not seem to be constrained. The deliberative significance condition reflects this by insisting that the recipient would take herself to have some reason to veto the announced intention if she had veto power over the intention.

Notice that the deliberative significance condition tracks the perspective of the recipient. So, a seemingly minor effect on the recipient's options could still count as having deliberative significance so long as the recipient would take herself to have some reason to veto the announced intention if she had veto power. An announcement of an intention to break someone's pencil might then have deliberative significance so long as the recipient would take herself to have some reason to veto the intention. And as in the case of the car windshield, the announcement of an intention to do something that has a seemingly substantial effect on the recipient's options may not have deliberative significance and so, on the veto conception of constraint, would not constrain the recipient's options.

Having explained the inescapability and the deliberative significance conditions, I can now note one final important feature of the veto conception of constraint: the veto conception of constraint does not make reference to the impermissibility of acting on the intention being announced. Announcing an intention that it would be impermissible to act on is neither necessary nor sufficient to make a contingency announcement one that constrains the recipient's options. To see that it is not sufficient, consider the case of a would-be bank robber who says to a potential accomplice, "I will give you half the money if (and only if) you drive the getaway

car.” Here the intention being announced is impermissible – the bank robber is not entitled to the spoils of the robbery and so not entitled to divide up those spoils. But as in the lunchtime case, the success of this contingency announcement does not depend on denying the potential accomplice veto power over the intention being announced. The intention leaves the potential accomplice with the very option that he would have if he had veto power, namely, not to drive the getaway car. So, on the veto conception of constraint, although the bank robber announces an intention that it would be impermissible to act on, his contingency announcement does not constrain the potential accomplice’s options. This, I take it, is an intuitive diagnosis of this case – the bank robber seeks to influence his potential accomplice through temptation rather than through constraint.

To see that announcing an intention that it would be impermissible to act on is not necessary to make a contingency announcement one that constrains the recipient’s options, consider the case of the employer who says to her employee, “If you show up late again, you are finished here,” meaning, “I will fire you if (and only if) you are late to work again (or commit any other previously established fireable offense).” Let us suppose that the employer has no obligation not to fire the employee in these circumstances. So, the employer is not announcing an intention to do something impermissible. Nonetheless, in this case the employee’s options intuitively seem to be constrained. The veto conception of constraint affirms this assessment. It seems plausible to suppose that, for the average employee, this contingency announcement would meet the deliberative significance condition: the employee would take himself to have some reason to veto the intention if he had veto power over the intention. Moreover, the contingency announcement meets the inescapability condition: it makes a practical difference whether or not the employer gives the employee veto power over the intention being announced.

If the employee had veto power, he could reject the way the employer is trying to structure his options. In other words, giving the employee control over whether he is subjected to this mode of influence would make this mode of influence ineffective.

The case of the employer thus provides us with an example of how a contingency announcement can constrain the recipient's options by announcing an intention that it would be *permissible* to act on. Although the employer constrains the employee's options, since he does so through the announcement of an intention that it would be permissible to act on, we have no reason to think that the employer impermissibly constrains the employee's options.<sup>xvii</sup> This, I suggest, is confirmed when we examine how to characterize the moral objection to the way in which the mugger constrains his victim's options.

Given the veto conception of constraint, identifying the sense in which the mugger impermissibly constrains his victim's options amounts to identifying the sense in which the victim is owed the veto power that the mugger necessarily denies her. I suggest that when we focus on the impermissibility of the mugger's announced intention, the sense in which the victim is owed veto power becomes clear.

Legitimate demands are the counterparts of moral obligations. If you have an obligation to treat a person in a certain way, that person can legitimately demand that you treat her in that way. In many cases like that of the mugger, the initiator's intention is one that the recipient has standing to legitimately demand that he abandon because it is an intention to violate an obligation to the recipient herself. The mugger's victim is thus entitled to veto power with respect to his intention precisely because it is an intention to wrong her.

But not all cases are quite so straightforward. Consider a kidnapping. Lisa kidnaps Paul and demands a ransom from Joanna, declaring that she will kill Paul if and only if Joanna refuses

to pay the ransom. Of course Paul has standing to legitimately demand that Lisa abandon this intention. But what about Joanna? Perhaps she has some standing simply as a member of the moral community to demand that Lisa not wrong Paul. But whether or not this is so, given Lisa's contingency announcement, it seems that Joanna, like Paul, has some more direct claim against Lisa's intention than a mere bystander (even if she had no prior relationship to Paul). I suggest that by linking her intended wrongdoing to one of Joanna's actions, Lisa gives Joanna the standing to legitimately demand that she abandon her intention. This is the sense in which Joanna is entitled to veto power over Lisa's intention. Since Lisa necessarily denies Joanna the veto power to which Joanna is entitled, she does not merely constrain Joanna's options but constrains them impermissibly.<sup>xviii</sup>

I will describe someone who has the standing to legitimately demand that another abandon her intention as someone who is entitled to a 'moral veto' over the other's intention. This suggests the following account of impermissibly constrained options: a contingency announcement impermissibly constrains the recipient's options when both (1) the success of the contingency announcement in influencing the recipient depends on denying the recipient a moral veto over the intention being announced, and (2) the recipient would take herself to have some reason to exercise a moral veto over the announced intention. If the deliberative significance condition is not met, the contingency announcement still impermissibly affects the recipient's options, but that effect is not best characterized as a constraint. The mugger's victim is straightforwardly entitled to a moral veto over the mugger's intention. The mugger's contingency announcement thus impermissibly affects his victim's options and, assuming the victim in a standard case would take herself to have reason to veto the mugger's intention if she had veto power, the mugger's contingency announcement impermissibly constrains her options.

This explanation of how the mugger impermissibly constrains his victim's options provides the basis for an interpretation of power over proceedings that indicates why impermissibly constraining the victim's options makes it impossible for her to consent to give the mugger her money. Unlike the three non-moral interpretations of power over the proceedings discussed above, the interpretation I am now going to give is a moral interpretation; it relies on a moral assessment of the mugger's announced intention in order to explain why the victim is unable to consent to the mugger's taking her money.

Recall that consent is a morally transformative act. By consenting to something, one removes a barrier to the permissibility of another's action. So, the idea of consent presupposes a background of moral norms that specify the prohibitions that giving consent cancels. The specification of these prohibitions carves out a sphere for each person within which she is solely entitled to determine what happens. The power to consent enables her to give this entitlement to others, thereby canceling the prohibition. For example, the background moral norms may prohibit others from touching one's body and property in certain ways. In these respects, one is solely entitled to determine what happens to one's body and one's property. The power to consent enables one to entitle another person, a doctor for example, to determine what happens to one's body in some respects, thus canceling the prohibition.

The power to consent enables a person to transform some set of morally protected options into another set of options at her own discretion. On the veto conception of constraint, when the mugger impermissibly constrains his victim's options, he impermissibly takes control of an option that the victim is entitled to have – to keep both her money and her life – in a way that is inescapable and deliberatively significant. Since the victim does not have access to the options she is entitled to and regards as relevant, the act of handing the money over to the mugger cannot

be an exercise of her discretionary authority with respect to her money. Thus, she cannot consent to the mugger's taking her money.

This discussion yields the following moral interpretation of the power over the proceedings precondition on consent: in order to have the power over the proceedings that is needed to make consent possible, a person's options must not be impermissibly constrained. Recall that a contingency announcement impermissibly constrains another's options when its success depends on denying the recipient a moral veto, which she would take herself to have some reason to exercise. I will call this the 'moral veto' conception of power over the proceedings.

Notice three features of the moral veto conception of power over the proceedings. First, notice that the victim is only unable to change others' entitlements with respect to those things about which her options have been impermissibly constrained. To see why, consider this case. Suppose the victim is the owner of a local pub who is taking her nightly proceeds to the ATM and that the mugger is one of her regular patrons. When he pulls out his gun and demands her money, she hands it over and at the same time declares, "You are no longer welcome at my pub." Intuitively, handing over the money does not entitle the mugger to keep it while declaring that the mugger is no longer welcome cancels his entitlement to enter the pub. The explanation for this difference is simply that the mugger has impermissibly constrained the victim's options regarding her money but not her pub.

Second, notice that the victim's ability to consent is impaired not just with respect to the mugger but also with respect to others. If the mugger demands that she give her money to a third party she cannot consent to giving the money to this third party either. Her options with respect to her money have been impermissibly constrained and hence her choices with respect to her

money cannot be an exercise of her discretionary authority with respect to it even if the third party is not responsible at all for the way in which her options have been impermissibly constrained.

Third, notice the moral veto conception of power over the proceedings insists that both the inescapability and the deliberative significance conditions be met. To see why, let us return to the modified mugging case in which the mugger threatens to smash the victim's windshield, an outcome that does not matter to her at all. In this case, the mugger takes control of an option that the victim is entitled to have and does so in a way that is inescapable but not deliberatively significant. Since the victim still has access to the options that she regards as deliberatively significant, the mugger's announcement does not interfere with her deliberations and hence does not interfere with her ability to exercise her discretionary authority by consenting.

Notice, though, that to the extent that an exercise of the power to consent requires uptake on the part of those with whom one interacts, she might still be unable to consent to give the mugger her money because the mugger will be unable to understand her as doing that. If she wants to consent to give the mugger her money because, say, she pities him, she would need to convince him that she is not responding to his contingency announcement and thus to resituate their interaction. So, cases in which the deliberative significance condition is not met may still be cases in which consent is impossible. The reason for this, however, is not because the victim lacks power over the proceedings but rather because the uptake condition on the possibility of consent is not met.

### *2.3 The Impaired Consent Account Reconsidered*

Having fully explicated the moral veto conception of power over the proceedings, we are now in a position to appreciate how this conception can be used to complete the impaired consent account of the effect of the mugger's announcement on his victim's choice. On the impaired consent account, this effect is morally objectionable in two ways. First, it amounts to impermissibly constraining the victim's options. Second, the effect of impermissibly constraining the victim's options on her ability to consent constitutes a further wrong – the recipient is prevented from exercising a power she entitled to exercise.

Furthermore, the impaired consent account identifies a sense in which victims are not responsible for their actions that does not involve sliding back into the impaired action account. Although a victim's action may be regarded as the proper object of moral evaluation and appraisal, the victim's action does not have the licensing effect it would otherwise have. To fully appreciate what this involves, consider a further case. Eliot, the terrorist, knows that Rosa, the engineer, has detailed knowledge of their city's subway system. He threatens to kill Rosa if she does not draw up a plan for detonating bombs throughout the system. The impaired consent account suggests that, even if Rosa does what Eliot demands, her action will not count as consenting to participate in his plan. For this reason, she will not count as working with Eliot to bomb the subway system.

This, I think, is the right result. A co-conspirator would be making a mistake of sorts if she tried to sabotage the project. Insofar as she is engaged in the project, she must act to ensure its success. Rosa would not be making that same kind of mistake if she sabotaged Eliot's project. Perhaps, as it so happens, Rosa knows she is not good enough at deception to pull this off and thus does not even try. Still, since we would not regard an attempt at sabotage as a mistake in the relevant sense, it is easy to see that we should not regard her as a co-conspirator.

Suppose Rosa is in fact eager to carry out the bombing. Regardless, as long as Eliot's announced intention to kill Rosa is deliberately significant, Eliot still impermissibly constrains Rosa's options and thus makes it impossible for her to consent to participate in his plan. To see that this is an intuitive conclusion, notice that although Rosa might want to participate in the bombing, she might disagree about the most strategically valuable sites to bomb. If so, she would not be making a mistake in the relevant sense if she sabotaged Eliot's plan in favor of her own. Thus they are still not working together. And even if they never actually disagree, their plans would merely coincide but still would not count as collaboration. If Rosa could convince Eliot to abandon his announced intention because she has independent reason to want to participate, only then she could count as consenting to participate in Eliot's plan, thus giving Eliot some ground for complaint if she sabotages his plan.

The impaired consent account is thus able to identify a meaningful sense in which Rosa's responsibility is altered by Eliot's impermissible constraint of her options. She cannot have the responsibility for his plan that a co-conspirator would have because her action does not amount to consenting to participate in his plan. Nonetheless, unlike on the impaired action account, Rosa's action is still attributable to her as the proper object of moral evaluation and appraisal. We can meaningfully ask, then, whether it is impermissible for Rosa to draw up the plans as Eliot demands. Even in spite of the significant costs in refusing, we might plausibly suppose that doing what Eliot demands is impermissible.

Notice, however, that a judgment that an action is impermissible may be combined with varying degrees of blame. If Rosa is eager to carry out the bombing, her blameworthiness may not differ greatly from Eliot's because Rosa would have been a co-conspirator or carried out her own plot if she could have. But in the case in which Rosa does not have independent reason to

want to bomb the subway, she might be considerably less blameworthy than Eliot. The extent to which one must make unusual and significant sacrifices in order to do the right thing often affects the extent to which one is blameworthy for doing something impermissible. The extent of the sacrifice makes it understandable that doing the right thing would be difficult and the unusualness of the sacrifice makes it understandable that one would be unprepared to overcome this difficulty. These considerations are relevant whether or not another agent is responsible for making the sacrifice necessary. Consider a case in which Rosa must choose whether to save herself or to cause thousands of subway riders to die because of an unforeseeable mechanical malfunction. The extent to which she would be blameworthy in this case for choosing to cause their deaths seems to be the same as in the case in which Eliot generates the need for the sacrifice. And the blameworthiness would increase in both cases if either the sacrifice were less significant – say, she would only lose her legs and not her life – or the need for the sacrifice were more foreseeable – say, the risk of mechanical malfunctions and terrorist bombing plots is well-known. The impaired consent account leaves room for these kinds of further explanations of mitigated responsibility, which are not unique to cases in which one agent impermissibly constrains another's choice, while insisting that there is something unique about the mitigated responsibility in that kind of case.

The impaired action account suggests that contingency announcements like Eliot's disrupt some special connection between an agent and her behavior. Rather than focusing on the relationship between an agent and her behavior, the impaired consent account focuses on the relationship between an agent and other agents. The sense in which Rosa's action is not genuine is to be spelled out in terms of the sense in which it is not a genuine instance of joint action with Eliot rather than in terms of some defect internal to her relationship to her own behavior. This

allows the impaired consent account both to declare Rosa's action impermissible and to leave room for further explanations of why she might not be as blameworthy as Eliot. The impaired consent account thus offers a much more promising explanation of how and why the effect of a contingency announcement like Eliot's on Rosa's choice is responsibility-mitigating.

Given the success of the impaired consent account in explaining the morally objectionable and responsibility mitigating effect of contingency announcements like those of the mugger and the terrorist, I think that this account is headed in the right direction. But as I noted at the outset, I think that the fixation of this account on the idea of consent is misguided. In the next section, I will spell out the motivation behind this worry and outline the alternative, what I call the impaired normative authority account.

### *3. The Impaired Normative Authority Account*

The principal problem with the impaired consent account is simply that consent is not the only kind of morally transformative action. The power to make a promise is another example of what I will refer to as a normative discretionary power. Normative discretionary powers enable people to change the landscape of permissions and obligations by choosing to do so. As we have seen, consent removes a barrier to the permissibility of an action. Promising, on the other hand, generates an obligation to perform the promised action. These actions thus represent different ways of reshaping the moral landscape. The power to marry another person or to give another person power of attorney are examples of more complex ways in which one may change the permissions and obligations people have by choosing to do so.

Contingency announcements that violate the moral veto conception of power over the proceedings make impossible the exercise of normative discretionary powers more generally, not

simply the power to consent. Consider the case of promising. Suppose that the mugger's victim happens to have no money on her. He takes her to a bank and attempts to get her to promise to give him all the money she withdraws and not to alert the authorities while he waits outside. Here he conveys the message, "Promise or I will kill you." As with the case of consenting, promising only makes sense against a background of moral norms that establish the permissions and obligations in place before the promise is made and give one the discretion to change those permissions and obligations. Since the victim does not have access to the options she is entitled to and regards as relevant, the act of uttering the words, "I promise," cannot be an exercise of her discretionary authority with respect to her obligations.

Some might find this conclusion less intuitive than the conclusion regarding consent. Adam Smith, for example, agrees that one clearly owes nothing to the aggressor in this kind of case, but wonders whether the victim's own 'dignity and honor' might suggest that some regard is due to "the inviolable sacredness of that part of his character which makes him reverence the law of truth and abhor every thing that approaches to treachery and falsehood..."<sup>xix</sup> Even in the mugging case perhaps there is something deceptive about appearing to promise when one has no intention to do what is being promised. And if one has a duty to oneself or perhaps to humanity in general not to engage in that kind of deception, perhaps one might generate an obligation to do what one claims to promise in this kind of case even though one would not owe that *to the mugger*.

I suspect that we do not owe it to ourselves or to others generally to make good on an apparent promise in this kind of case. But for my purposes here it suffices to note that the impaired normative authority account can leave room for these potential additional complexities in the case of promising. Recall that Rosa's actions are still morally assessable even though she

helps Eliot plan his subway bombing in order to save her life. Likewise, in the promising case, the victim's utterance is still morally assessable even though she makes it in order to save her life. If she has an obligation to someone other than the mugger not to engage in deceptive acts, she may have an obligation to follow through with her apparent promise in order to avoid wronging these others. The impaired normative authority account is only committed to claiming that the promise itself is not binding. This conclusion seems difficult to resist.

I suggest, then, that the impaired consent account is inadequate because it does not appreciate that the moral veto conception of power over the proceedings articulates a precondition for the exercise of any normative discretionary power, not just the power to consent. Moving to the impaired normative authority account rectifies this omission. Next, notice that normative discretionary powers like the power to consent and promise are simply the most explicit examples of a more basic normative authority. Normative discretionary powers allow us to change the landscape of permissions and obligations simply by choosing to do so. But many of the actions over which we are entitled to have discretion change what others are permitted and obligated to do even though they do not necessarily aim at this result. When one chooses among permissible actions, the change in the permissions and obligations of others brought about by one's chosen action is an exercise of one's normative authority, that is, one's entitlement to shape the way the world is and what others may and must do in it. For example, if I walk into a movie theater and take a seat, my fellow movie patrons are no longer permitted to take that seat. Another patron cannot, for example, pull me out of the chair and sit down in my place.

Just as impermissibly constrained options make the exercise of normative discretionary powers impossible, impermissibly constrained options also make it impossible to exercise one's

basic normative authority. With this in mind, consider the following example. In order to boost attendance at her theater performance, an actor tells passersby on the street that she will kill them if they do not attend. In the absence of such an announcement, attending the performance would have had the effect of licensing the actor to use the time and attention the audience gives her. This licensing effect is subtler than one achieved through the exercise of a normative discretionary power – the act of showing up to the performance need not be intentionally directed at reshaping the moral landscape in the way that giving consent or making a promise is. Nonetheless, the actor’s announcement impedes this licensing effect in the same way that it impedes the exercise of normative discretionary powers. Through her announcement, the actor takes control of an option that the potential audience members are entitled to have, namely, to skip the performance without being killed. By forcing her potential audience to deliberate in terms of a set of impermissibly constrained options, she makes it impossible for them to exercise their discretionary authority over their actions and thus makes it impossible for those actions to have the licensing effect they would otherwise have. So, much like the act of handing over the money to the mugger fails to have the normal implication of permitting the mugger to take it, the act of attending the performance fails to have the normal implication of permitting the actor to use the time and attention of the audience.

The impaired normative authority account thus builds on the impaired consent account to make sense of a wider range of cases. But the basic structure of the account remains the same. A contingency announcement impermissibly constrains another’s options when its success depends on denying the recipient a moral veto, which she would take herself to have some reason to exercise. The impaired normative authority account recognizes this wrong and claims that the victim is also wronged because she cannot exercise her normative authority. And this

further wrong reflects the way in which being subjected to this kind of contingency announcement mitigates her responsibility.

Since the impaired normative authority account builds on the structure of the impaired consent account, the former inherits the potential problems of the latter. In particular, both views understand the wrong of coercion as parasitic on the wrongfulness of acting on the intention being announced: part of the explanation for why the mugger counts as impermissibly constraining his victim's options lies in the impermissibility of acting on his announced intention to kill the victim. Although I have already tried to demonstrate the difficulty involved in understanding coercion as a basic wrong (Section 2.2.1), some might still find this implication of the impaired normative authority account unpalatable. Here I want to suggest that careful attention to the many normative features of an interaction may diffuse any lingering appeal of the idea of coercion as a basic wrong.

Consider a case of sexual harassment. Let us suppose that the employer says to the employee, "I will fire you if and only if you refuse to have sex with me." This announcement affects the employee's options in a way that is inescapable and, we may suppose, deliberately significant. So, on the veto conception of constraint, this announcement constrains the employee's options. In order to determine whether this constraint is impermissible, the impaired normative authority account begins by asking whether the employer may permissibly fire the employee. Assessing this is potentially more complicated than it might at first seem. The employer may have institutional or contractual obligations to fire the employee only on certain grounds. If this is not one of those grounds, it would be impermissible to fire the employee in this case and the impaired normative authority account can use this to explain how the employer

necessarily denies the employee a moral veto and hence impermissibly constrains the employee's options.

Let us suppose that there are no such institutional or contractual obligations in this case. There are two further grounds one might potentially appeal to in order to establish that it is impermissible to fire the employee. First, notice that acting on the employer's conditional intention involves paying for sex. On some views, that might be impermissible. Second, notice that it may be very intuitive to think of the sexual harassment case as involving an abrupt and radical change in job descriptions. Instead of simply being, say, a secretary the employee must now also act as a prostitute. Perhaps there is something morally objectionable about employment contracts that involve the possibility of this kind of abrupt and radical change. That is, perhaps it is impermissible to have an 'at-will' employment arrangement. If so, this case would involve the announcement of an intention to do something impermissible, i.e. fire the employee on the basis of an abrupt and radical change in the job description. If this diagnosis is correct, it would apply to other cases like ones in which the employer added babysitter or maid to the job description of someone who had previously been only a secretary.

Here I do not mean to endorse any of the above reasons for concluding that it would be impermissible for the employer to act on the intention being announced. I simply want to note that in the absence of any such explanation, the impaired normative authority account is indeed committed to the conclusion that the employer does not impermissibly constrain the employee's options and hence that the announcement is not wrong or responsibility mitigating in the way that the mugger's announcement is. But if all of the above considerations for thinking that it would be wrong for the employer to act on the conditional intention are ruled out, this does not seem to me to be an implausible assessment of the case. I suggest then that the temptation to

understand coercion as a basic wrong may reflect a failure to consider the many grounds on which it might be impermissible for an agent to act on the intention he is announcing.<sup>xx</sup>

#### *4. The Descriptive Approach to Coercion*

As I mentioned at the outset, the recent literature on coercion has been dominated by a concern about how to delineate the category of actions to which it is appropriate to affix the label ‘coercive’.<sup>xxi</sup> Views engaged in the definitional project attempt to provide an account of the necessary and sufficient conditions for labeling an act coercive. In contrast, each of the views I have considered thus far in this paper attempt to answer questions about the permissibility and responsibility-mitigating effects of contingency announcements without first developing a definition of coercion. I suggest that the normative project illuminates issues that are obscured by the definitional project and reveals that the definitional project faces a substantial obstacle.

The starting point for most of the views engaged in the definitional project lies in the suggestion that threats are coercive while offers and warnings are not. The next move usually involves claiming that in the case of a threat the initiator is declaring that she will make the recipient worse off if the recipient acts in a particular way. This now leaves the question of how to determine whether a particular course of action will leave the recipient of the proposal better or worse off. We need, on this approach, to identify some baseline position against which we can measure the effects of the initiator’s proposed action. The two leading contenders are what we can call the statistical baseline and the moral baseline. The statistical baseline tracks what would likely happen but for the initiator’s proposed action. On this view, a contingency announcement is coercive if the announced action would leave the recipient worse off relative to what would likely have otherwise happened. The moral baseline tracks what ought to happen.

On this view, a contingency announcement is coercive if the announced action would leave the recipient worse off relative to the treatment she would have been owed.

These two baselines can come apart. Consider Robert Nozick's famous slave case.<sup>xxii</sup> A slave owner regularly beats his slave. One day he tells the slave that he will not beat the slave if and only if the slave performs some action, *y*. Is this a threat or an offer? According to the statistical baseline, it is an offer because the slave would likely have been beaten apart from the announcement. According to the moral baseline, it is a threat because the slave is entitled to be free from beatings.

The impaired normative authority account gives us the resources to make sense of why both labels have some plausibility and, moreover, why the label ultimately does not matter. The announcement itself leaves the slave the very option that the slave would have if he vetoed the announced intention, namely to be beaten and not to do *y*. So, the announcement itself does not have an inescapable effect on the slave's options. And, moreover, even if the slave had veto power over the announced conditional intention, he might not take himself to have any reason to exercise it, given the slave owner's standing intention to regularly beat him. For both these reasons, the case may seem to be best described as involving an offer rather than a threat.

On the other hand, notice that the veto conception of constraint can be naturally extended to identify actions other than contingency announcements as constraining another's options. The slave owner's standing intention to beat the slave regularly has an inescapable and deliberately significant effect on the slave's options and hence, given the extension of the veto conception of constraint, this standing intention constrains the slave's options. Moreover, it is impermissible for the slave owner to act on this standing intention. Thus, even though the slave owner's announcement does not impermissibly constrain the slave's options, the owner's standing

intention to beat the slave does precisely this. The slave owner thus wrongs the slave and makes it impossible for the slave to consent to doing *y*. Hence the case involves the same kind of wrong and responsibility-mitigation as in the mugging case. For this reason, the case may seem best described as involving a threat rather than an offer.

In addition to revealing why both labels seem in a sense appropriate, the impaired normative authority account also reveals that the choice of labels does not matter for normative purposes. The normative assessment of the interaction never relies on describing the announcement as an offer or a threat. I take it, then, that we can answer any of the normative questions we might be interested in without completing the definitional project.

Even if we do not need to complete the definitional project in order to assess the normative dimensions of an interaction, one might think that the normative project might suggest a way of defining coercion. In fact, the normative project reveals an ambiguity in our conception of coercion that poses a serious problem for the definitional project. We might plausibly use the word 'coercion' to refer either to a general way of constraining another or to a more specific way of wrongfully constraining another. The use of 'coercion' in everyday conversation equivocates between these two categories. Hence there is no uniquely privileged resolution to the descriptive project. On my view, either way of using the word is acceptable as long as one is clear how one is using it.

In light of the difficulty faced by the definitional project, let us return to the normative project. I began by noting that both the moral objection to coercion and its responsibility-mitigating effects seem to be rooted in the effect of coercion on the victim's choice. While it might seem natural to interpret this effect in terms of some defect in the victim's action, I have argued that this appearance is misleading. Upon closer examination, neither considerations

regarding the mitigated responsibility of the victim nor the victim's unwillingness to act as she does can adequately support the conclusion that the victim of coercion is unable to engage in genuine action. Instead of looking for the problem in the connection between the victim's psychological states and her behavior, I have argued that we should instead look for the problem in the relationship between the victim and the coercer. As a first pass at articulating this problem, I considered the victim's inability to consent to the mugger's keeping her money. I have defended a particular explanation for why this is so. The mugger's action violates a precondition on the possibility of consent. This precondition is articulated by the moral veto conception of power over the proceedings. Finally, I argued that the moral veto conception of power over the proceedings is not merely a precondition for the possibility of consent but also a precondition for the possibility of the exercise of normative authority. I have thus arrived at the impaired normative authority account: the victim is unable to authorize changes in the permissions and obligations of others. This characterization of the effect of coercion on the victim's choice captures both a way in which the coercer wrongs the victim and mitigates the victim's responsibility, thus vindicating the apparent connection between these two aspects of coercion.

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<sup>i</sup> For an overview of the different approaches to specifying the contours of the category of coercive actions and the relative merits of those approaches, see Alan Wertheimer, *Coercion* (Princeton, N.J.: Princeton University Press, 1987). For the origin of this way of approaching the subject, see Robert Nozick, "Coercion," in *Philosophy, Science and Method: Essays in Honor of Ernest Nagel*, eds. Sidney Morgenbesser, Patrick Suppes and Morton White (New York: St. Martin's Press, 1969).

<sup>ii</sup> Mitchell N. Berman also eschews the definitional project for the normative project. See Mitchell N. Berman, "The Normative Function of Coercion Claims," *Legal Theory* 8 (2002): 45-89. Berman, however, adopts the normatively focused approach because he believes that there is no unified conception of coercion that tracks both considerations

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of permissibility and responsibility. I take it to be a strength of my account that it is able to explain how the same features of coercive acts affect permissibility and responsibility.

<sup>iii</sup> See Christine M. Korsgaard, “Kant’s Formula of Humanity,” and “The right to lie: Kant on dealing with evil,” in *Creating the Kingdom of Ends* (Cambridge: Cambridge University Press, 1996); Onora O’Neill, “Between Consenting Adults,” in *Constructions of Reason: Explorations of Kant’s Practical Philosophy* (Cambridge: Cambridge University Press, 1989).

<sup>iv</sup> Harry Frankfurt, “Coercion and moral responsibility,” in *The Importance of What We Care About: Philosophical Essays* (Cambridge: Cambridge University Press, 1988), p. 44. Frankfurt is, I believe, improperly conflating acting on a motive one would prefer not to be moved by and acting in circumstances one would prefer not to be in.

<sup>v</sup> Frankfurt, “Coercion and moral responsibility,” p. 36. See also Harry Frankfurt, “Three concepts of free action,” in *The Importance of What We Care About: Philosophical Essays* (Cambridge: Cambridge University Press, 1988).

<sup>vi</sup> The first and the fourth question seem to be tracking what T.M. Scanlon calls responsibility as attributability and substantive responsibility respectively. But I think the second and third questions are important for making sense of the ways in which an agent’s responsibility can be mitigated as well. See T.M. Scanlon, *What We Owe to Each Other* (Cambridge, Mass.: Harvard University Press, 1998), pp. 248-294.

<sup>vii</sup> This discussion is loosely indebted to Harry Frankfurt’s discussion of three kinds of unwillingness in “Three concepts of free action.” My discussion, however, differs in substantial respects and does not rely on Frankfurt’s conception of agency.

<sup>viii</sup> Aristotle comes to a similar conclusion regarding sailors who must throw their cargo overboard in a storm in order to save themselves. Aristotle claims that although such actions are ‘mixed’, involving some element of involuntariness, they are more like voluntary actions because they worthy of choice when they are performed. See Aristotle, *Nicomachean Ethics* in *The Complete Works of Aristotle: The Revised Oxford Translation*, ed. Jonathan Barnes (Princeton, NJ (Princeton University Press, 1984), Book III, Sec. 1, p. 1752.

<sup>ix</sup> The attitudes of praise and blame need not exhaust the range of attitudes we can adopt in moral appraisal. Sometimes some kind of neutrality is appropriate. Moreover, even praise and blame come in different gradients and flavors. So, we should not be misled into thinking that there are only two attitudes we could take with respect to the decision.

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<sup>x</sup> If we explain akrasia in terms of deliberative confusion, this fourth kind of unwillingness is an instance of third.

We need not, however, adopt any particular explanation of supposedly akratic behavior in order to see that it may be reasonable to withhold the honorific ‘autonomous’ or ‘authentic’ or whatever in these cases.

<sup>xi</sup> Immanuel Kant, *Groundwork of the Metaphysics of Morals, Practical Philosophy*, ed. and trans. Mary J. Gregor (Cambridge, England: Cambridge University Press, 1996) p. 80 (4:429 in *Kants gesammelte Schriften* published by the *Preussische Akademie der Wissenschaften*).

<sup>xii</sup> Kant, p. 80 (*G* 430).

<sup>xiii</sup> Korsgaard, “The right to lie,” pp. 139-140.

<sup>xiv</sup> O’Neill, “Between Consenting Adults,” p. 113.

<sup>xv</sup> Korsgaard, “The Right to Lie,” p. 139.

<sup>xvi</sup> Describing the mugger’s intention as one that it would be impermissible to act on requires reference to some set of moral norms. I am not presupposing any particular account of these norms. Here I am simply relying on the intuition that any plausible set of moral norms would condemn acting on the mugger’s intention.

<sup>xvii</sup> One might think that the difference in the permissibility of the intention being announced is not the only important difference between the mugging and employer cases. Unlike the mugger, the employer may have reasons to fire the employee that are independent of the usefulness of announcing an intention to do so. Unfortunately, I do not have the space to explore this contrast here. I believe, however, that this difference does not track a difference in the permissibility conditions on contingency announcements.

<sup>xviii</sup> This gloss on the case assumes that Lisa’s contingency announcement meets the deliberative significance condition. If it does not, then the above account suggests that Lisa’s contingency announcement impermissibly affects though does not constrain Joanna’s options.

<sup>xix</sup> Adam Smith, *The Theory of Moral Sentiments* (London: 1759) p. 529.

<sup>xx</sup> Blackmail is sometimes also suggested as a case in which coercion seems to be a basic wrong. The blackmailer says to the recipient, “I will reveal your secret if and only if you do not pay me.” The announcement affects the recipient’s options in a way that is inescapable and, we may suppose, deliberatively significant. Hence this case involves constraining the recipient’s options. Is this constraint impermissible? As with the sexual harassment case, determining the answer to this question may also be more complicated than it first appears. One is not always

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entitled to reveal information even if one has permissibly obtained it – say by innocently stumbling upon it. Revealing the information might still constitute a violation of another’s privacy. Moreover, if revealing the information would cause another person to suffer terribly, that might count as a decisive objection to the permissibility of doing so. But if the information really is something that the blackmailer is entitled to disseminate, what is the remaining objection to seeking payment for forgoing this action? Perhaps, as the sexual harassment case illustrated, there are some things that it is impermissible to treat as commodities. If this is not such a case, we are left with the conclusion that the blackmailer is trying to sell a commodity that belongs to him. And that does not seem problematic in the way that the mugger’s announcement does.

<sup>xxi</sup> See note 1 for more on the recent literature on coercion.

<sup>xxii</sup> Nozick, pp. 450-451.