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SYMPOSIUM ARTICLE

Can I Wrong Someone in the State of Nature?

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Abstract
Can I wrong someone to whom I stand in no social relation? After specifying the sense of "wronging" I have in mind, I consider agreements, and offer an account of them that explains their providing a context for wronging. This account appeals to a *joint commitment* of the parties. I go on to review and counter arguments from H. L. A. Hart and Stephen Darwall for the possibility of wronging someone in the state of nature, understood as a situation lacking any pertinent joint commitment. I then emphasize the practical importance of joint commitments enjoining morally sound actions.

Keywords: agreements; Stephen Darwall; H. L. A. Hart; joint commitments; moral community; wronging

1. Introduction

Imagine that two human beings—Anna and Lena—are separately foraging for food on an otherwise uninhabited island. There are no social groups, large or small, of which they both are or have been members. Nor have they ever encountered or communicated with each other in any way. Perhaps they were reared in groups that were completely isolated from each other, and each is the sole remaining member of her group. In short, as I shall put it, they are *total strangers* to one another. In other terms, they are in a *state of nature* with respect to one another.

Now imagine that Anna sets eyes on Lena before Lena has noticed her. Thinking "There will be less food for me with that person around!" she stealthily approaches Lena from behind and knocks her unconscious with a big stone.

Let us assume that Anna *acted wrongly* in this scenario: it was morally wrong of her to act as she did. It seems that we can go on to ask: Did Anna *wrong Lena* in so acting? More generally: Can one person wrong another in the state of nature?

The answer depends, of course, on what wronging is. I shall shortly explain how I shall understand it for present purposes. In doing this, I shall connect the term "wronging" with some familiar terms all of which have themselves been interpreted in different ways.

2. Wronging—as understood here

2.1. Rights

It is useful to have a single word for the situation of a person whose right has been violated, and it is common to say that such a person has been *wronged.* It may well be that there are contexts in which

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people are happy to talk of someone being wronged, when no right of their has been violated.[1] That said, I shall stipulate, for present purposes, that for me to *wrong* you by acting in some way is for me to fail to respect your right to my not acting in that way. More precisely, in rights theory terminology, for me to wrong you is for me to fail to respect a *claim*, or *claim-right* of yours. For present purposes, understanding that claims are at issue, and before saying what I shall take them to be, I shall continue to talk, baldly, of "rights."

We now have the question: what is it for you to have a right "against me," as it is said, to some action of mine?

2.2. Directed obligations

It is common to connect rights with obligations, in the following way. For you to have a *right against me* to some action of mine, is for me to have an *obligation to you* not to act in that way. "Duties" as opposed to "obligations" are often referred to in this context. I take these two terms as having essentially the same meaning in the discourse in question and have arbitrarily chosen to use "obligation" here.

It is important to take note of the phrase "to you" in what I have just said: the obligation in question is an obligation *to you.*

An obligation *to* someone has been referred to variously in the literature as, at least, a *directed* obligation, a *relational* obligation, and a *bipolar* obligation. I shall use the label "directed obligation" here.

2.3. A set of "equivalences"

Let me sum up what I have said so far, and emphasize one aspect of it. Using a term from the jurist Wesley Hohfeld, I shall assume that the following statements are "equivalent":

i. X would *wrong* Y if X performed action A.
ii. Y has a *right* against X to X's not performing action A.
iii. X has an obligation to Y to refrain from performing action A.

In other words, as I shall understand them, these statements all refer to the same state of affairs and, more precisely, the same relation between X and Y. The statements that refer to X initially—stating that X would wrong Y if X performed action A, and that X has a certain obligation to Y—refer the relation in question is viewed from X's perspective. In contrast, the statement ascribing a right to Y views that relation from Y's perspective.

To sum up: I interpret my question about wronging—Can I wrong someone in the state of nature? — as equivalent to a question about rights (or, more precisely, claim-rights). To put that question, now, in general terms: If X is in the state of nature with respect to Y, can X have a right against Y? Equivalently, Can Y have an obligation to X if X and Y are in a state of nature with respect to one another?

The last formulation may seem to be a helpful way of putting things—if we are comfortable with the idea of obligation, and less comfortable with the idea of a right. We are not yet out of the woods in terms of our question, however. What, after all, are *directed* obligations? In particular: are they—as it might seem—obligations "with a twist"?

2.4. Directed obligations in rights theory

Anglophone rights theorists commonly assume at least the following two things about the directed obligations that are equivalent to rights.

[1]See, for example, Cornell (2025), arguing that one can wrong someone even though there is no right of theirs that one is violating.

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First, they commonly assume that an obligation is a *requirement*. In the moral case, for instance, it is a moral requirement, something that one "must" do, morally speaking. Such a requirement may be subsumed under a deontic moral rule or principle. The same goes, with relevant changes, for the legal case.

Second, they commonly assume that *directed* obligations are constituted, in part, by obligations *simpliciter*.

That has not exactly led to a consensus on the nature of rights, since theorists do not agree on what is needed to constitute a directed obligation beyond an obligation *simpliciter*.

Most notably, "will," or "choice" theories see the directedness at issue as a matter of certain powers of the right-holder relating to the obligation in question, powers they may or may not choose to exercise. For instance, the right-holder has both the power to waive the obligation, in the sense of eliminating it, or at least refraining from enforcing it, and the power to enforce it. According to these theories, it is by virtue of these powers of the right-holder that the obligation of the right's addressee is directed to the right-holder.[2]

Interest theories, in contrast, see an obligation as directed toward a certain person if it is related in a particular way to the interests of that person. For instance, that person's interests suffice to ground the obligation.[3]

Where to go, given this impasse?

2.5. A further equivalence: Alluding to owing

It is common to take there to be yet another, equivalent, way of describing the situation in which, for instance, Max is obligated to Julia to do the dishes. One might say, instead: "Max owes Julia his doing the dishes."

Here, the word "obligation" does not appear, so there is little if any temptation to think that an obligation in the sense of requirement is part of the situation in question. At the same time, a relation between two people is clearly at issue.

Now, "owe" is another ambiguous term. Certainly, philosophers have used it in different ways.[4] So, even if we add to our list of equivalences,

iv. "X owes Y X's doing A."

we may wonder if there is not a way further to clarify the nature of the relevant situation.[5]

2.6. The standing to demand an action

One might now make note of the fact that many theorists have emphasized a connection between having a right to some action and *demanding* that action. Thus, Jeremy Waldron writes of a right-bearer as "one who is…vigorously conscious of what she is entitled to demand of others."[6] And to give just one more example, Judith Thomson observes that "to assert a right is to demand its object."[7] Picking up on what seems to me to be the appropriate understanding of the connection between rights and demands, I shall take the following further equivalence as read:

[2]See Steiner (forthcoming). A central will theorist is Hart (1982).

[3]See Raz (1984); Waldron (forthcoming).

[4]For instance, the "owe" in Scanlon's treatise *What We Owe To Each Other* (1998) appears to be used in a sense specific to his discussion. See Kamm (2002, pp. 333–336).

[5]I take it that amplifying "X *owes* Y X's doing A" to become "X *owes Y a duty* of doing A" is of no help here. Although talk of "owing a duty" is common in discussions of rights, this locution clearly stands in need of clarification given standard understandings of "duty" and "owe." Normally one *owes* someone an action or an object, yet a duty would not obviously qualify as either. I hazard that on one common understanding of what it is for X to "owe Y a duty" it comes down to X's *having* a *duty* to Y—which leads to the question: what is it to have a duty to someone?" mooted in the text above.

[6]Waldron (2000, p. 123).

[7]Thomson (1990, p. 2).

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v. Y has the standing to demand of X that X do A.

I should make clear how I think "standing" should be understood in this context.[8] To have the standing to demand an action, in the relevant sense, is to have the relevant form of *authority*. Thus, having the *standing to* do something in some context is to be distinguished from being *justified* in doing it in that context.

For example, suppose Jack has the standing to demand a certain action of Jill, because she has promised him that she will do it. Performing that action, however, will cause her much pain. All else being equal, it may be that Jack ought not to demand that action of Jill, irrespective of his standing to do so. In other words, he has the authority to demand the action, although he would not be justified in doing so.

There are, I take it, many situations in which one should not make a demand in spite of one's standing to make it. Indeed, I assume that, generally speaking, it will be morally, and quite likely prudentially, better to use gentler methods than demands—or their after-the-fact counterparts, rebukes—when gentler methods are likely to succeed. So one might ask, "Will you be making dinner soon?" or "Did you forget—you were going to return that book today?" rather than demanding that dinner be made, or the book be returned that day, even though one has the standing to make these demands.

2.7. Recapitulation: The equivalences posited. The initial question rephrased

Before moving on, let me put together the full set of equivalent statements that I am taking as read for present purposes, irrespective of the fact that others may understand some of the relevant terms differently.

I start with those that describe the relationship in question from X's point of view:

X would wrong Y by performing action A.

X has an obligation to Y not to perform A.

X owes Y his, X's, abstention from performing A.

The following further equivalences, in contrast, take up Y's point of view:

Y has a right against X to X's abstention from performing A.

Y has the standing to demand of X that X not perform A.

The question with which I started this talk was as follows. Can I wrong someone in the state of nature? Given the equivalences just reviewed, it is now possible to rephrase the initial question in general terms as follows: Can I possess a demand-right in the state of nature?

2.8. Hart's question

Can I possess a demand-right in the state of nature? The question calls to mind the title of a famous article by H. L. A. Hart, "Are There Any Natural Rights?" (1955). Indeed, there is reason to see it as Hart's question, appropriately construed. Let me explain.

For Hart, a *natural* right has roughly the following two properties. First, it is a right that every mature human being has against every other such being. Second, it has not been "created or conferred" by one or more human beings. In contrast, it exists "naturally."

Primary examples, for Hart, of rights that *are* "created or conferred" by one or more human beings, and hence primary examples of *nonnatural* rights, are the rights of those who make agreements and promises. I take the rights most closely associated with agreements and promises to be demand-rights. In what follows, I shall take Hart to be questioning precisely whether there are any *natural demand-rights.*

[8]It is often understood differently in moral philosophy. For, one example, see the discussion of Darwall, below. For further discussion, see Gilbert (2025), responding to Kamm (2021).

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Before turning to that question, it will be helpful to consider the nonnatural demand-rights of the parties to agreements. That is in part because the two main arguments for *natural* rights that I shall examine respond to the question: how are the *nonnatural* demand-rights of agreement possible?

3. The nonnatural demand-rights of agreement

3.1. The demand-rights we accrue from agreements

It would generally be acknowledged that if Max and Julia have agreed to meet at the Coffee Bean at four, then each has a demand-right against each to their presence at the Coffee Bean at four.

Should one add any provisos here? For instance, should one add the assumption that Max did not coerce Julia into making this agreement? I think not. For suppose Max had coerced Julia into making this agreement with him. And suppose that Julia is about to default on the agreement. Surely—by virtue of their agreement—Max *has* the standing to demand of Julia that she does not so default, even if, all things considered, he should not *exercise* this standing. Equivalently, surely Julia is obligated to Max, in the sense at issue, to conform to the agreement—which does not mean that she is morally required to keep to the agreement, all things considered. That she was coerced may result in her freedom from any such a moral requirement.

Similar things may be said of an agreement requiring morally impermissible actions of one or more participants. I take it that if Shelly and Paul have agreed that, among other things, she will perform some heinous act, then, all else being equal, she is morally required *not* to keep to the agreement, given its content. I take it that Paul, meanwhile, retains the standing to demand that she keep to it—a standing which he should not exercise, all things considered. For further discussion see Gilbert (2023).

I should emphasize that in talking about the standing to demand an action I am not, as I understand it, talking in the moral mode. I can, then, allow both that, as promisee, Max has the standing to demand performance, and that, as a moral matter, he ought not to exercise this standing. That he received a promise is all that is needed for him to have the standing to demand performance, irrespective of the context and content of the promise.

Thus, we do best to think of such standing, simpliciter, as a power that is neither a legal nor moral power—granting that "moral" does not merely mean "nonlegal."

3.2. A joint commitment account of agreements

I have argued elsewhere for an account of agreements that explains their provision of nonnatural demand-rights to the parties.[9] The account runs roughly as follows:

> Two or more people have made *an agreement* if and only if they have jointly committed themselves to endorse as a body a certain plan of action, and did so by means of appropriate, explicit expressions, such as one's saying, "Shall we go to the bank tomorrow?" and the other's replying "Yes, let's."

For those unfamiliar with joint commitment in my technical sense, I should say something about it here.[10]

First, the kind of *commitment* involved is normative rather than psychological. If one fails to abide by such a commitment, one acts in error, all else being equal. This error is not a specifically *moral* error. It might be referred to simply as an error *in action.*

[9]See Gilbert (2018, ch. 9).

[10]For a fuller discussion, see, for example, Gilbert (2018, pp. 161–168). For a sense of what I take to be the range of joint commitments, in terms of content, see, for example, Gilbert (2013).

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Second, a joint commitment is a commitment *of the will*. A personal commitment—such as created by a personal decision—is established by virtue of the exercise of just one will.[11] A joint commitment—a commitment of the parties *as one*— is established by virtue of the exercise of two or more wills.

More fully: in the *basic* case, on which I shall focus here, two or more people have *jointly committed* themselves in some way if and only if, as is common knowledge among them, each has expressed to the other(s) their readiness for the establishment of the joint commitment in question.[12] At this point, all equal, each party ought to act in conformity to the commitment.

Note that "each has expressed *to* the other(s)" is to be construed broadly: the parties do not need to be face-to-face. As to the phrase "as a body" in the locution "jointly committed to endorse as a body a certain plan," I understand it to mean, roughly, that the individual parties are to act as would the representatives of a single individual who has the plan in question.

I take it that personal inclinations, desires, and interests, as such, are trumped by a joint commitment, as by a personal one. Thus, one acts in error if one fails to conform to the commitment just because that better suits one's inclinations, for instance. If, however, it would be morally wrong to conform to the commitment, all things considered, one should not conform to it.

A *nonbasic* joint commitment depends on a basic joint commitment, such as a joint commitment to conform as a body to whatever rules of behavior a particular person lays down under certain conditions. Given this particular basic commitment, the parties will accrue a nonbasic joint commitment if and when the person in question lays down a rule of behavior under the conditions in question. A special feature of nonbasic commitments, then, is that some of the parties to them may not know they exist.

3.3. Agreements, joint commitment, and the standing to demand

I take it that if anyone has the standing to demand an action of another person, the parties to a given joint commitment have the standing to demand of each of their fellows that they conform to it. To see this, suppose that Sophie and Josh are jointly committed to espouse as a body a certain plan. If Josh questions Sophie as to her standing to demand conformity of him, she can appeal to the jointness of their commitment. She can appeal, in particular, to the fact that both she and Josh, by virtue of their several expressions, imposed it upon them both. This puts her in a position to "call him to order," just as she can call herself to order if she appears to be failing to conform to a standing decision she has made. Josh, of course, is in the same position in relation to Sophie.[13]

The proposed joint commitment account of agreements, then, implies that *the parties to every agreement have nonnatural demand-rights to each other's conformity to their agreement*. If for no other reason, I take the account to be plausible, and will assume its accuracy here.

4. Are there any natural demand-rights? Problems with two transcendental arguments for a positive conclusion

4.1. Transcendental arguments

Prominent theorists have proposed that if we allow that agreements and promises ground *nonnatural* demand-rights, as we generally do, then we must allow that there are *natural* demand-rights. Thus, they have proposed what are known as *transcendental arguments* for the existence of

[11]For discussion on the case of a personal decision see, for example, Gilbert (2018, pp. 43–46).

[12]I understand "common knowledge" along the lines of Lewis (1969). Very roughly: the truth of proposition p is common knowledge in a population P if and only if (a) everyone in P knows that p, and (b) no one in P doubts that (a). For an overview of the large and often technical literature, including my own take in Gilbert (1989), see Vandershraaf and Sillari (2023).

[13]For an extended discussion of joint commitment as a ground of demand-rights, see Gilbert (2018, ch. 8).

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natural demand-rights. In this case, a transcendental argument is, roughly, an argument to the effect that the existence of natural demand-rights is a condition of the possibility of something we already know to exist, the nonnatural demand-rights of agreements and promises. The theorists I have in mind are H. L. A. Hart, and Stephen Darwall. I now discuss the arguments of each in turn.

4.2. Hart

H. L. A. Hart proposed a transcendental argument for the existence of natural demand-rights in his classic article "Are There Any Natural Rights?"[14] This argument has been criticized as failing to reach its target—a demonstration that there is at least one natural right—and his own opinion of it, post-publication, is unclear.[15]

My own interpretation of the argument is somewhat different from those with which I am familiar. I start, therefore, by briefly explaining that interpretation here, going on to explain the problem with it on that interpretation.[16]

Hart notes, congenially, that when we make agreements and the like we bring it about that each party has the standing to demand conforming action of the other. In this way, then, each party is in a position authoritatively to "interfere with the other's freedom of choice," putting pressure on them to act in one way rather than another. This, he suggests, implies the following: *absent* agreements and the like, each person *has a demand-right against every other to that other's noninterference with his choices.* Such noninterference would include *not demanding* any particular form of behavior.

If correct, this conclusion would be important not only in itself but because, in Hart's view, and perhaps truly, one person's *coercing* another to do or abstain from doing something is only *justified* if the coercer has a demand-right to the action or abstention in question.

Hart is wrong, however, about the implications of the fact that, when we make agreements and the like, we bring it about that each party has the standing to demand conforming action of the other. It does *not* imply that each of the parties had the demand-right at issue prior to his entry into the agreement or other such relationship. That is, it does not imply that each of the parties *started out* with a demand-right against the other to that other's noninterference with his choices. Nor does it imply that either party had any other prior demand-rights.

Rather, the implication is that—prior to making appropriate agreements and the like—each *lacks the standing* to make the relevant demands on others and in that way interfere with their freedom. In other words, each lacks the pertinent demand-rights.

In the language of rights theory, slightly amended, each has an *immunity* from others' authoritative demands—but has no relevant demand-right against them.

More succinctly, A's *lack* of the standing to demand some action of B, is not equivalent to B's *having* the standing to demand any action, including the refraining from action, of A.

There is no argument here, then, for the existence of natural demand-rights.

4.3. Transcendental arguments (2): Darwall

In *The Second-Person Standpoint* Stephen Darwall offers a transcendental argument of his own, one that also appeals to agreements. His argument is couched in terms of directed or, as he calls them, *bipolar obligations.*

Darwall argues that those who make everyday agreements could not obligate themselves to one another to act as agreed were they not "already obligated to one another…" as "free and equal

[14]Hart (1955).
[15]Critics include Luebke (1970) and Mack (1976).
[16]For a fuller discussion, see Gilbert (2018, pp. 244–250).

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rational persons."[17] I think Darwall understands what it is to be obligated to another person along the lines sketched here. Be that as it may, I shall consider his argument in light of that understanding.

In what appears to be an explanation of the point that agreement-makers are already obligated to each other, Darwall appeals to an analogy. He says:

> Just as God cannot obligate us by his commands without it already being the case that he has second-personal authority with respect to us, so also would it be impossible for two individuals to obligate themselves especially to one another by an agreement unless they already had the second-personal standing so to obligate one another in this way.[18]

The pertinent problem here is that the point following "so also" appears to concern not prior *obligations* of the relevant parties to each other—as was expected—but rather a prior "*standing to obligate*" one another.

At this point, it is worth pausing for a moment to consider the phrase "standing to…." where the blank is filled by a verb.

4.4. Senses of "standing"

I have found it natural to use the term "standing" in the phrase "standing to demand," when "demand" is taken in an important, narrow sense of the term. As noted, I take standing, in that sense, to be a matter of authority.

That said, it is clear that some other uses of the term "standing" that have currency in moral philosophy, do not fit this mold.[19] In the case of Darwall's discussion, it seems that the most that is true is that agreement-makers have the prior standing, *in the sense of capacity*, together to obligate one another as they do when an agreement is made. But that capacity is not clearly a matter of authority.

It seems, then, that Darwall sets out to argue for agreement-makers' prior standing *in the sense of authority* to make demands of one another, the equivalent of supposed obligations they have to each other. The only kind of prior standing that is apparent in the situation he describes, however, is standing *in the sense of capacity*—the capacity in particular to obligate one another by making an agreement. This is not the equivalent of any obligation of each to each.

4.5. Commanding

Darwall refers to God's *commands*, and it is worth briefly considering the standing—in the sense of authority—to command someone to do something, outside the theological context.

One might think that, in paradigm cases of commanding, if A has the standing to command B to do X, say, then B is *already obligated to A* to perform any action within a certain range, a range within which X falls. For instance, B may already be obligated to do *anything morally permissible that A says that B is to do.*

How might this particular directed obligation have come about? One way, clearly, is through an agreement, explicit or tacit, with the appropriate content. I am not sure that there any significantly different ways.[20]

[17]Darwall (2006, p. 200).

[18]Darwall (2006, p. 200n32).

[19]For some discussion, see the concluding section of Gilbert (2025).

[20]For what I take to be the closeness of *promises* to agreements, see Gilbert (2018, ch. 9, esp. pp. 203–216.) In brief, I take both to involve a joint commitment to endorse as a body a certain action plan; in the case of promises, the only person with explicitly recognized performance obligations is the person we refer to as the promisor.

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Suppose, then, that in the paradigm case A cannot *command* B to do X unless B is already obligated to A in the way just indicated. This does not seem to imply anything about the preconditions of *agreement-making*. In particular, it has no tendency to show that those who make agreements have any *natural* directed obligations—or demand-rights against each other.

4.6. An important feature of some typical agreements

I submit, then, that in order to have the standing in the sense of *capacity* to make agreements with one another, A and B need not have any natural obligations to each other, in the sense of "obligations to each other" at issue here. Ergo, they need not have the natural standing—in the sense of *authority*—to demand anything of each other.

That said, it is worth noting the following. In the standard, face-to-face case of agreement-making some important *nonnatural* directed obligations will have been established between the parties prior to—or at least contemporaneously with—the making of their agreement.[21]

What I have in mind is this. The parties will tacitly have indicated to one another their readiness jointly to commit to acknowledging, as a body, their co-presence. In short, to use an overworked phrase in a specific sense, they will have *mutually recognized* each other. Further, they will have established some very basic *nonnatural* directed obligations between them, including a general obligation of each to each not to undermine either one's capacity to conform to the joint commitment.[22]

As a result, conformity to many fundamental moral requirements will—in effect—be enjoined upon them as the direct result of their commitment. And they will have the standing to demand actions that accord with those requirements, in the guise of compliance to the joint commitment itself.

This thought about mutual recognition is one reason that I began this discussion with an example in which the parties—Anna and Lena—did not encounter one another literally face-to-face. They were, as I put it, total strangers. Total strangers, I surmise, cannot *wrong* one another—on the construal of wronging adopted here—though they can act wrongly with respect to one another. In other words, you cannot wrong someone—on that construal—when you are in the state of nature with respect to them.

4.7. The variety of joint commitments

As I have argued elsewhere, there is reason to see many central social contexts beyond agreements and mutual recognition as involving joint commitments, and the accompanying demand-rights.[23] For instance, there is a *social rule* of a particularly consequential type, when the members of a population are jointly committed to uphold, as a body, a certain rule governing their behavior.[24] This gives the parties demand-rights against one another to conformity to the rule in question, and the corresponding standing to rebuke one another for nonconformity.

Clearly, this feature of social rules of the type in question is of great practical significance. If one understands that the other members of the population in question are in a position to demand one's compliance, and to rebuke one for noncompliance, this gives one a particularly strong motivation to comply.

[21]Something like this may be true with agreements made "at arm's length" also but it is particularly clear in the case of co-presence.

[22]See Gilbert (2018, pp. 258–260).

[23]For focused discussion of a number of cases, see the essays in Gilbert (2013).

[24]As argued in, for example, Gilbert (1999).

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As the example of social rules suggests, and as it is important to emphasize, the parties to a given joint commitment need not know each other personally, or even *know of* each other as individuals. They may know, for instance, that *those who live on this island—whoever exactly they are*—have expressed their readiness jointly to commit with others in that situation to uphold, as a body, the rule in question.

Further consequential social phenomena constituted by joint commitments include collective goals, beliefs, and values. In each case, the parties to the commitment have demand-rights to action in conformity to it.

4.8. Two further arguments for natural demand-rights that fail

Before concluding, I briefly discuss two further arguments that might be put forward for the existence of natural demand-rights, arguments I take not to support their conclusion.

Someone might propose that if my interests suffice to ground a moral requirement or non-directed obligation of yours, then I have the standing to demand that you fulfill that obligation.[25] Supposing for present purposes that the obligation involved here is itself natural, it is hard to see how it, or the interests that suffice to ground it, also suffice to ground the standing, in me, to demand compliance. I propose that they do not.

Let me present just one example to support this proposal. Suppose my interest in staying alive suffices to grounds a moral obligation for you, a stranger, to save me from drowning, it being possible for you to do so without risking significant harm to yourself. It is by no means clear that I have a demand-right that you save me in this case, or, correspondingly, that you are obligated to me to do so, in the sense at issue here. Indeed, in calling to you for help, I am likely to utter a plea rather than a demand.

The same point can be made if your moral obligation to save me is grounded in my value as a person.[26] Indeed, it is unclear whether any context other than an applicable joint commitment would grant me the standing to demand that you save me from drowning, irrespective of whether or not you have a moral obligation to do so.

5. Concluding remarks

Suppose there are no natural demand-rights. Then, if we want the standing to demand that others conform to significant moral requirements we need jointly to commit to uphold as a body the relevant requirement, where such "upholding" would include conforming to it.

At this point, someone might propose that all human agents as such, or at least those who are sufficiently mature, are already jointly committed to uphold as a body at least some very basic moral requirements, perhaps in a special *a priori* way that does not require explicit expressions or interactions. Their readiness for the joint commitments in question, it may be proposed, can simply be taken for granted.

Perhaps, this is one way to argue that, as human agents we are members of a "moral community" with appropriate demand-rights against each other.[27] Then, in the "state of nature" case of Anna and Lena with which I started, Anna would already be obligated to Lena not to attack her, and Lena—were she conscious of Anna's intent—would have the standing to demand that she desist.

Whether or not something like this is true—and I set that question aside here—it is surely of great practical importance to create and to enforce large-scale joint commitments of the standard, *a posteriori* kind in favor of conformity to the most significant moral requirements. In other terms, it

[25]The idea of a person's interests sufficing to ground a moral requirement comes from the influential account of rights in Raz (1984). Raz's target, he says, is rights as they are generally conceived of in the writings of moral, legal, and other theorists.

[26]See, for example, Kamm (2002).

[27]For further discussion, see Gilbert (2018, pp. 273–276).

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is of great practical importance—great *moral* importance—for human beings explicitly to create and support an empirical moral community of the most extensive kind.[28]

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[28]Earlier versions of this article were presented to the Philosophy Department, UCLA, October 2018, and at the Relational Ethics workshop held in Toronto, October 2024, at which I spoke on Zoom. I appreciate the comments received on both occasions.

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