

Contractualist Replies to the Redundancy Objections¹

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ABSTRACT: This paper is a defence of T.M. Scanlon's contractualism - the view that an action is wrong if it is forbidden by the principles which no one could reasonably reject. Such theories have been argued to be redundant in two ways. They are claimed to assume antecedent moral facts to explain which principles could not be reasonably rejected, and the reasons they provide to follow the non-rejectable principles are said to be unnecessary given that we already have sufficient reasons not to do the acts that are forbidden by those principles. In this paper, I try to argue that neither one of these claims is true.

Introduction

In 1982, Thomas Scanlon made his first attempt to formulate a contractualist theory of ethics (Scanlon 1982). In this theory, the idea of a reasonable agreement is used to account for both the moral motivation (i.e., the reasons for being moral) and the content of correct moral principles (i.e., what we are morally speaking required to do).

Scanlon believes that there are good reasons for agents to follow basic, intuitive moral norms. These reasons are not strictly reducible to considerations related to the self-interests of the agents. However, they still may be grounded on one unified basis, which Scanlon's theory tries to characterize. Here the contractualist theory has a Kantian tone to it. Moral norms can be and are used to justify actions, something we are generally motivated to do. This is something we owe to everyone as it is the only appropriate way to respect our shared ability to make judgments about reasons and to be able to control behaviour accordingly (Scanlon 1998, 153–158). In other words,

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to be able to justify one's actions on moral grounds places us in an intrinsically valuable relationship with other similar beings, a relationship in which we can look at them straight in the eyes and stand by our actions. What follows if one is not able to justify one's acts to others is "a gaze under which one feels like shrinking" as one of the theory's critics put it (Pettit 2000a, 149, Pettit 2000b, 231).

If this is the basis of moral motivation, it gives a crucial condition for what moral norms can be like in order to be motivationally effective (Dworkin 2002, 477). Moral norms can only be such that no-one could reasonably reject them. Otherwise they could not be used to justify actions to each and everyone. This is the key idea of distributive justifiability (Pettit 2000b, 228), which defines what is central in the concept of wrongness according to contractualism. The idea can be expressed for example like this: "An act is wrong if and only if any principle for the regulation of behaviour (a moral norm) that authorized that act could be reasonably rejected by someone (Pogge 2001, 124)."

In Scanlon's theory the idea of reasonable rejection is a comparative notion (Scanlon 1998, 191–197). A potential moral norm can be reasonably rejected when it gives someone a reason to object to the norm which would be stronger than any objections others might have for some alternative norms. We are to imagine a game in which reasons against proposed moral norms are given, and where the norm that receives the weakest complaints is then selected to govern our co-living. As everyone has an equal chance to participate in this game, everyone can also be expected to follow these norms. Therefore, a justified moral norm, which everyone has a reason to follow, is a norm which does not have an alternative which there would be more reason to accept. And thus, contractualism provides a way of deliberating about the content of correct morality too.

Eight years after Scanlon's first article Judith Thomson claimed that, as an ethical theory, contractualism would be redundant (Thomson 1990, 30, n. 19, 188). She draws our attention to an example, where we are asked to think about the hideous act of torturing babies for fun. It is clearly cruel and wrong; nothing further needs to be said about its moral character. The fact that it has this moral nature provides a strong reason for rejecting any principle that authorizes torture. Yet, if this is true, then the fact of reasonable rejection in this situation and the idea of hypothetical agreement cannot explain why the act would be wrong or our reasoning would be viciously circular. In this respect contractualism does not seem to be able to do any explanatory work in accounting

for the wrongness of torturing babies for fun. Later on, I will discuss this objection under the heading of procedural redundancy. Notice that there is also another potential objection. The wrongness and cruelty of torturing babies for fun also seems to provide any sane person with sufficient motivation *not* to torture babies. For this reason, any motivation to follow a hypothetical agreement seems redundant in accounting for moral motivation. I shall discuss this objection in a separate section entitled “motivational redundancy”, where I shall return to discuss Thomson’s original example.

Scanlon published *What We Owe Each Other*, the most systematic formulation of contractualism eight years after Thomson’s criticism. He notes Thomson’s challenge at several places and tries to answer it in at least two ways (Scanlon 1998, 169–170, 194, 213–218). This makes the fact that seventeen philosophers have made similar objections after Scanlon’s book was published somewhat surprising.² In addition to Scanlon’s own responses there have been other defences for his project against the redundancy criticism.³ In this paper, I will describe in detail the two criticisms of redundancy, which purportedly defeat contractualism. I have named these objections the critiques of procedural and motivational redundancy. After each critique, I will try to provide solid contractualist replies that are faithful to the original spirit of contractualism.

The Procedural Redundancies

(i) The Critique For the purposes of Scanlon’s theory it is crucial that it provides us with means to be able to identify the least rejectable moral norms. We need precisely these norms in our practical reasoning to determine which acts we owe to others. In the identification of proper moral norms one needs to be able to compare the reasons different agents would try to use to reject the proposed moral norms. This brings us back to redundancy in two ways. First, it intuitively looks like reasons such as unfairness, injustice, discrimination, cruelty and the consequences being against the general good are good objections in the imaginary negotiations for the moral norms (Blackburn 1999, Pettit 1999). But, these are moral reasons *par excellence* and whatever strength they may have

² Adams 2001, 565–567, Blackburn 1999, Gauthier 2003, 166–167, Gibbard 2003, 170–172, Hooker 2003, Hughes & de Wijze 2001, 193–194, Kamm 2002, 329–335, MacLeod 2001, 283–288, McGinn 1999, McNaughton & Rawling 2003, Metz 1998, Metz 2002, 284–285, Miller 2002, 196, Pettit 1999, Pettit 2000a, 162, Pogge 2001, 140–141, Raz 2003, 355–359.

³ See Ridge 2001 and 2003, Dworkin 2002, Stratton-Lake 2003.

as objections, it is precisely the strength they have as *moral* objections. If they are used to a significant degree to do work in a theory that tries to understand morality, not much new understanding is gained because these notions are something the theory would in any case try to understand (Hampton 1991, 52, Hooker 2003, McGinn 1999, MacLeod 2001, 288, Moore 1996, 174–175, Raz 2003, Thomson 1990, 30, n. 19, Wallace 2002, 461). So using moral reasons to reasonably reject certain potential moral norms, when one tries to determine which norms are non-rejectable, seems to be out of the question, because this would make contractualism redundant (Pettit 1999).

The second procedural problem contractualism faces is that in comparing the reasons agents have against alternative moral principles a lot is deliberately left to be decided by pure practical judgments for which no prior standards can be given (Scanlon 1998, 218). Let us consider one of Scanlon's own examples, The Rescue Principle. According to this principle it would be wrong not to "prevent something very bad from happening, or alleviate someone's dire plight, by making only a slight (or even moderate) sacrifice (*ibid.*, 224)." In forming this principle and in its application, the strength of two reasons must be compared in a judgment where it is decided which principle could not be reasonably rejected. People who are potentially in trouble can present the unpleasant things that would happen to them if they were not aided as reasons for an extensive obligation. Those who would often be likely to give help can present the intrusiveness and loss of living one's own life as reasons for more limited obligation. So, in the formation of this principle, some plausible standards must be set on what counts as "dire plight" and "slight (or even moderate) sacrifice". This can only be done by comparing the strength of these two sets of reasons (Hughes & de Wijze 2001, 193).

The objection is that in making this judgment we fall back on our antecedent moral intuitions about the extension of our obligation to help others that have not yet been validated by the contractualist test of reasonable rejection (Hooker 2003, 58). Therefore, contractualism becomes another form of objectionable intuitionism (MacLeod 2001, 283–288).

(ii) The Reply In replying to the first part of procedural redundancy, it is first important to remember that in Scanlon's contractualism, in the process of reaching reasonable agreement

objections have to come from standpoints which particular individuals occupy (Scanlon 1998, 202–206, 218–223). In other words, what is common to all reasons for rejecting potential moral norms is that they have to be someone’s own, or otherwise these norms could not be used to justify actions to each and everyone in an equal manner. At first glance this does not seem to make much difference. Are not all reasons someone’s? But on closer inspection, this condition shuts out some of the moral reasons that were supposed to be used in reasonable rejection and therefore could be claimed to make contractualism redundant.

When we consider a potential moral norm, we ought to think about the “...consequences of general performance or non-performance of such actions and of the other implications of having agents be licensed and directed to think in the way that that principle requires (Scanlon 1998, 203).” These consequences as reasons to reject a principle are then compared to the consequences that would follow from the adoption of the alternative norms. Scanlon assumes that we can imagine how the effects of widespread adoption of a norm would create different standpoints for the individuals living in those circumstances. The discussion about the legitimacy of a norm takes place from these points of views (Scanlon 2002a, 345). Agents give reasons to object to the norm based on their personal experiences.⁴ As we, who are comparing the effects of several norms, do not yet know which of us as particular persons will experience each of those standpoints the “...assessment cannot be based on the particular aims, preferences etc. but on commonly available information about what people have reason to want (Scanlon 1998, 204).” Scanlon calls these reasons generic. He says, for example, that we have reason to object to norms that have as their effects things like bodily injury, inability to rely on assurances, inability to give special attention to our own worthy projects and to friends and family (ibid.).

What is common to all these reasons is that they are and must be real, personal reasons a particular individual would have. Scanlon explicitly states that impersonal reasons do not provide grounds for rejection (Scanlon 1998, 219, Scanlon 2002a, 346). What this means in more technical language is that these reasons must be agent-relative. They must make “an ineliminable (and non-trivial) pronominal back-reference to the person to whom the reason applies (Ridge 2001, 475).” In the

⁴ Thomas Pogge claims that to imagine these standpoints is epistemologically too demanding (Pogge 2001, 131–138).

imagined negotiation, the participating agents could only give objections which would be in the format *my* pain, *my* hurt feelings, constraints on *my* personal life, *my* relations and *my* valuable projects, or harm to *my* friends.

One aspect of procedural redundancy criticism was that in the hypothetical negotiations moral reasons such as “not maximizing general goodness” or “bringing about vast inequalities of wealth” could be given against some proposed norms. This would make the results of any such agreement redundant, because it can be claimed that we already have independent, fundamental moral reasons to maximize general goodness and resist inequalities of wealth (Pettit 1999, Blackburn 1999). Now, we are in position to see that according to contractualism as Scanlon formulates the theory, these facts cannot function as reasons to reject proposed moral norms. They are not objections anyone could have as a consequence of her particular standpoint. This requirement for reasons has a concrete effect on the content of the moral norms, which will be reached in the deliberation process. Therefore, contractualism is a substantive theory, which means it cannot be *redundant*.⁵

So, Scanlon is committed to the agent-relativity constraint and this eliminates the threat of redundancy, which the general agent-neutral moral reasons brought about. This is the way in which contractualism can present itself as a distinct, substantive alternative for consequentialist moral theories. Yet the attempt to avoid redundancy cannot serve as a ground for this restriction. Why should we not accept some objections to possible moral norms that do not make an ineliminable reference to the person who is making it? To fully argue for this restriction is beyond both the purpose and scope of this investigation, but I will anticipate what made Scanlon opt for this restriction.

First, it gives a chance for Scanlon to begin from the “middle of things”. We can observe people around us acting for their personal projects and in their personal relationships. And, as we take the majority of us to be by and large rational, we can assume that they have reasons to act in these ways when they look at their options from their personal points of views. The same goes for the

⁵ This substantiality is illustrated by the fact that contractualism is accused of leading to unintuitive moral demands in some aggregate cases, because of the “Individualist Restriction” (Raz 2003, Hooker 2003, Miller 2002, 198–199, Parfit 2003). I am sceptical that it does, but this is not the place to discuss the issue. Also, the requirement to consider the concrete, individual objections which different individuals have against the alternative proposed moral norms guarantees that the procedure of collective choice cannot be considered as a choice of one single agent, like Thaddeus Metz has claimed (Metz 1998).

objections; people in fact generally do object when their particular lives are interfered with, and hence one can assume that they have reason to do so. In limiting the reasons to object to personal or agent-relative reasons, Scanlon seems to be reaching for the thought that a requirement to consider other reasons than these would require us to transcend our personal points of views. This would deny significance to the fact that our personal lives are in the end all we have (McNaughton & Rawling 2004). The idea is then that contractualism can bring the points of views of the others into this perspective of personal deliberation. And this is the idea which is deeply rooted in our moral experience, revealed by the basic moral question “imagine how that would make you feel” (Ridge 2001, 478–479).

Second, and in relation to the first point, we can see how this constraint is linked to the moral idea of deontological constraints. We intuitively assume that there are limits to what may be done to individuals in the name of the common good. Aggregating small benefits of the many does not justify big burdens to the few. For Scanlon, the agent-relativity constraint on reasons to reject alternative moral norms simply seems to be a way of reaching this conclusion. When the only way to justify some burden that is going to follow for an individual is a bigger burden someone else would personally experience, this seems to be as solid backing for the deontological intuitions as one can hope for (Scanlon 1998, 230).

We are still left with another set of moral reasons which can be used in reasonable rejection that threaten to make contractualism redundant. If an action is cruel, unkind or needlessly causes suffering, then those qualities of the act seem to provide good, agent-relative reasons for someone to reject any principles that would allow such acts. And they seem to be good reasons because they are moral reasons. Concepts such as cruelty, torture, suffering, and so on appear to be inherently moral. Their strength in objections against proposed norms seems to result from their moral nature, which cannot be accounted for by contractualism itself. It is cruelty and suffering that make certain actions wrong, not the fact that these actions are forbidden by the principles, which cannot be reasonably rejected.

What is common to these concepts is that they are what Bernard Williams called “‘thicker’ or more specific ethical notions (Williams 1985, 129).” By a thick ethical concept Williams means a concept such that, first, there is general understanding when the concept applies and when it does

not. Second, the concept is at the same time “action guiding” and its “application is guided by the world (ibid., 140–141).” This means that for those who are familiar with the concept and able to use it, there are relatively clear descriptive criteria when the world, action or person is such that the concept applies, and when the concept applies, it gives reasons to act in a certain way. Williams argues that one cannot learn a thick concept in a way that one would know when it correctly applies without also learning and accepting its specific normative force (ibid., 141–142). Therefore these concepts cannot be analyzed from a purely external point of view. By dividing a thick concept into a conjunction of descriptive criteria and a general, abstract prescriptive “ought” marker we are only likely to damage existing ethical knowledge and the moral confidence that the use of that concept enabled (ibid., 145–148).

Now, consider those people who negotiate about the moral principles which no-one could reasonably reject. For example, an objection is made against one norm because it allows actions which are cruel. If this really is a good reason to reject this norm (which it is), then whoever is taking part in the negotiation process about it must be able to distinguish which acts are cruel. These people must know the physical and descriptive criteria of the cruel acts to be able to discuss the importance of these kinds of objections. At this point contractualists can claim that it is actually the events in the world that the descriptive part picks out that are the real reasons used in reasonable rejection. Those qualities of the consequences of the act are, as reasons, compared to the justifying reasons others would have for wanting to be able to perform the acts that have such consequences. For example, cruel acts cause severe physical or psychological damage, and there are only a few instances where anyone would have strong enough reasons to justify these consequences.

In this way, the contractualist procedure is able to create the specific normative force attached to concepts such as cruelty. To say that an act is wrong because it is cruel is to claim that one cannot justify the consequences the descriptive part of the term cruel picks out on reasonable grounds. Then the general reasons for wanting to be able to justify one’s acts give us also reason not to do cruel acts. Contractualism is a good approach to analyze thick moral terms in a way that does not threaten the ethical knowledge they enable, but actually makes us more confident in using them. Williams’s fears are unnecessary. Also, the fact that only the states of the world which the non-moral, descriptive parts of these terms pick out are used as reasons in reasonable rejection means

that the use of these terms does not make contractualism redundant.⁶ Contractualism is in fact needed to back up the intrinsic normative dimension of such concepts.⁷

I will not provide a complete contractualist account of every “thick” moral concept in use. Nor will I try to show how unjustifiability of certain types of consequences is at the heart of such concepts as in the case of cruelty. Yet, it is easy to see how this account can be extended to many of the moral concept the critics use for illustrating the alleged redundancy of contractualism. Take, for instance, discrimination and unfairness. These reasons for rejecting certain possible norms must be based on certain hard, concrete experiences, which are arbitrarily distributed. The individual who might make the objection could oppose both the concrete effects on her life and the fact that she was treated with different standards than others (Scanlon 1998, 216). Contractualism can then help to understand the force of this complex reason for rejecting certain principles, something which could not be understood when thinking outside the framework.

Finally, it is time to return to the most frequently mentioned version of the redundancy objection. We face this objection when we look at the process of finding out which of the proposed moral norms are the least rejectable ones. The contractualist process consists of comparing the seriousness of the agent-relative reasons agents would have against the norms they would be living under. Scanlon is committed to the idea that there cannot be a single criterion, a value configuration, which decides the strength of these objections (Scanlon 1998, 214–216; as opposed to Pettit 2000a).⁸ This means that the various reasons to object potential moral principles get their strength as reasons from various incommensurable sources. How can we decide which of any two objections gives more reason than the other to object? The critics claim that in making these judgments we fall back on our old moral intuitions. Against this criticism, I want to show that contractualism has critical potential. It can give standards for the reason-judgments that are made

⁶ Thaddeus Metz interestingly enough claims that one reason for rejecting potential moral norms (and thus a reason that would make the act wrong) would be that the act treats someone unreasonably (Metz 2002, 284–285). In a similar way as in the case of the other thick moral concepts, here we would like to understand just *why* and *how* the act would be unreasonable. For this purpose, we need to grasp the descriptive content of “unreasonable” in the given instance, and it is just this content that we can then assess as a reason in the contractualist framework.

⁷ Scanlon himself offers a roughly similar account for some “thick” concepts in Scanlon 2003, pp. 283–285.

⁸ Scanlon discusses why the most promising candidate, welfare, would fail to provide such criteria (Scanlon 1998, 214–218). It can be claimed that there could be other standards that would be more successful. I will not argue that there could not be such criteria. Dworkin argues that even these standards would not make contractualism redundant (Dworkin 2002, 475). I try to argue in the following that even refusing to use such standards (like Scanlon does (Scanlon 2002a, 345)) does not make contractualism a form of “unobjectionable intuitionism”.

in the imagined negotiations for moral norms. These standards come from two sources. This means that not all claims about the strength of reasons are valid, and thus the theory can be used to explain which moral norms are the correct ones.

To begin with, we are dealing with two different sets of intuitions. First, we have the real *moral* intuitions that correspond to the various moral norms we have internalized. These intuitions can be detected in the moral “gut feelings” we have about the moral wrongness of some acts. One requirement often set for moral theories is that they should correspond to these intuitions and at the same time explain their correctness. Second, we have intuitions about what we as separate agents have reason to avoid in our individual lives; what are the bad things that we have reason not to want to happen to us. I call these *intuitions of practical reason*. Contractualism takes these latter ones to be the more basic set of our intuitions, which can be used in the contractualist framework to test and legitimate the first set of intuitions. So, it is not the actual moral intuitions that are used in reasonable rejection, but our intuitions in practical reasoning where compare our agent-relative and often but not necessarily individualistic reasons. And before any philosophical inquiry, we cannot be certain that the contractualist moral deliberation from the intuitions of practical reason leads to precisely the antecedent moral intuitions we had before the process. In this sense, it is obvious that contractualism can have a role to play in the assessment of our moral intuitions.

This reply is likely to miss the critics’ point. What they actually meant was that because we have no standards by which to judge practical reasons, we still inevitably fall back on ‘mere’ intuitions. Different individuals attach different weight to the various aspects of their lives that they want to be protected by morality. So, for them, making comparisons between objections is like weighting their conceptions of their own personal reasons. Different persons are likely to end up with different and often contradictory results in these judgments. Quite probably, agents would not even be honest in reporting their judgments in order to give contractualist arguments for moral norms which would be advantageous for them. The critics of contractualism are concerned about the possibility of rational criticisms that could prove some of these judgments unfounded and false. Scanlon himself is confident that there are ways to criticize these judgments of practical reason that can prove to be helpful when one needs to reassess the products of contractualist moral

deliberation (Scanlon 1998, 64–72). In the following, I introduce two ways in which the comparisons between reasons to reject potential moral norms can be rationally criticized.

First, judgments about non-rejectable norms can be based on false or insufficient information about the positions from where the objections are given.⁹ It is not always easy to imagine what life would be like under a given moral norm (Pogge 2001, 130–132). Some of the proposed norms may be real, applied norms in some contexts, so their effects can be empirically investigated. But this is not always the case. The point is that intuitions do not get us far here, and a great deal of actual reflection and discussion is needed. This means that the ideas about the consequences of adopted norms are subject to rational criticism on a purely informative basis.

A good example is the one used earlier; how far do the obligations of the Rescue Principle reach? Two kinds of objections are compared in the process of reaching reasonable agreement. First, we have the objections of those who would need help against a norm that does not promise it. Second, we have the objections based on intrusiveness against the norm that would require frequent helping from certain persons. Now, it is not straight-forwardly obvious what kind of positions any formulation of this principle creates for the two groups that would make these objections. For example, the objections based on intrusiveness assume that at one point the requirement on each occasion to compare the reasons that are attached to one's own projects to moral reasons to help just becomes too much and no individual life worth living is left to be lived. So, any principle requiring assistance on frequent occasions can be reasonably rejected. This assumption can be contested on purely informational grounds. Many obligations to help can be institutionalized so that they are less intrusive in individual deliberation (Nagel 1991, 53–62). Taxation, welfare services, and fire departments are good evidence for this. A more extended requirement for help is not necessarily more intrusive in individual practical reasoning in the way it might appear on first look.¹⁰

Second, the framework of reasons in Scanlon's theory of practical reason is more complicated than critics assume (Scanlon 1998, 50–55). In their eyes the process of comparing reasons consists of the individuals attaching weights, feelings of importance, to the objections and then a simple

⁹ This is just what the information requirement states in Scanlon's original formulation (Scanlon 1998, 153).

¹⁰ As Scanlon wrote in a deleted part of *What We Owe to Each Other*: "For example, we often exaggerate the sacrifice that would be involved in paying higher taxes, and fail to appreciate the benefits that others would derive from increased aid, especially foreign aid, that higher taxes would make possible" (Pogge 2001, 140).

procedure of psychological weighing takes place between the given objections. This picture largely follows from the old Humean tradition of the theory of action, where the strength of a desire as a psychological force is decisive in the mental causation of what the agents come to do (Mele 2003, chap. 7). But, it is important to notice that relations between reasons are more complicated than a simple pull in opposite directions. In this context, we are wise to look at Garrett Cullity's idea about the so-called *underminers* (Cullity 1997, 114–121). Consider, for example, a case where the consideration “to have fun” is a reason for throwing a party for your friends. Just before the party an accident takes place near by. This seems to speak against organising the party. However, when we deliberate about whether to throw the party or not, we are not comparing the weight of “having fun” as a consideration in favour of the party and the accident as a consideration speaking against the party. A better analysis of the situation is that the accident is a reason not to count “having fun” as a relevant reason for throwing the party. This is what we mean by saying that it would be inappropriate to have fun at that moment. The accident undermines the status of “having fun” as a consideration which favours the party, but does not by itself constitute a reason not to party.

What this example illustrates is that reasons come in a holistic framework that is by its nature hierarchical. In the case of the moral principles, which are not reasonably rejectable, this means that the persons who take part in the negotiations can be required also to state the reasons why their foreseeable objections count as objections against the proposed norm. And, there can also be “underminers” that contest the status of certain considerations counting as objections. Mere intuitions or considerations, which merely seem to be reasons, are not sufficient in the face of the requirement for concrete justifications. What is crucial in this requirement for meta-reasons is that these meta-reasons enable us to have standards of consistency for the judgments agents make about the strength of objections (Scanlon 1995, 351–356). These standards can be used in applying the “Socratic method” as a way to reach unanimity in possible conflicts about acceptable moral norms. Another agent's judgment about the strength of objections can be contested, for example, by proving that on the same grounds as one person thinks that his or her objection is a good one, by the same logic the other person's objections should count for more. Or, one can show that a consideration, which someone accepts to undermine the status of certain reasons for rejecting

possible moral principles, also ought to undermine the status of the claims this particular agent is making herself.

These requirements for correct and sufficient information and for the consistency in the framework of reasons show that the critics' worry about the procedural redundancy of contractualism is misplaced. It is not true that in making judgments we fall back on our old moral intuitions. And, it is not true that while we discuss the strength of objections we just translate old moral conflicts into a new language without any critical potential. Mere intuitions as unreflective weightings of apparent reasons are just not sufficient; considered judgments with information and consistency conditions are needed in making decisions about non-rejectable norms.

The Motivational Redundancy

(i) The Critique Finally, we can turn to the problem of motivational redundancy. It has been claimed that the reasons for being moral that follow from the contractualist account are unnecessary. Consider Scanlon's case against utilitarianism. Scanlon begins from the feeling of disgust he felt while reading Peter Singer's article "Famine, Affluence, and Morality" (Singer 1972, Scanlon 1998, 152). Not only did he feel bad about the people who starved to death in Bangladesh, but also about how wrong it was for him not to aid those people when he easily could have done so. Scanlon's point is that this kind of concrete disgust, which is an essential part of our moral experience, cannot be explained if wrongdoing essentially consists of not following the abstract principle of maximizing overall wellbeing. One does not feel such disgust if one does not follow the principles of logic in theoretical reasoning. But does not Scanlon's own theory suffer from the very same problem? Can we explain Scanlon's disgust with a reference to the fact that he is unable to justify his actions to those experiencing the famine with a principle which no-one could reasonably reject, and thus is not valuing their capacity to assess reasons? Many would say no.

This would seem to hint that the disgust he feels begins from more concrete considerations such as "people are starving and I am not helping". If this is correct, is it not clear that such considerations could function directly as reasons for doing the moral deeds? If the starving of others combined with the fact that one does nothing about it produces strong feelings of disgust, it can quite convincingly produce a strong and effective desire to help. These desires can explain

the actions people usually perform in these situations. This more direct account of moral motivation seems convincing in many cases of moral action. The reason not to punch people is that it hurts; the reason not to shoot people is that they die; the reason not to torture babies is that it is cruel, and so on. The point is that the very same reasons that in the contractualist account would be used to reject potential norms seem in each case to directly motivate moral action. Therefore, there is no need to try to explain moral motivation by arguing that it would be necessary for the agents to follow certain kind of hypothetical agreements, and they would be willing to do so (Blackburn 1999, Kamm 2002, 329–335, Wallace 2002, 455).

(ii) The Reply Scanlon admits that agents are often motivated in this straight-forward way from the reasons present in the situations at hand (Scanlon 1998, 156, Scanlon 2002b, 517). This provides the first possibility to answer the objection that contractualist motivation is redundant (Stratton-Lake 2003, 71-75, Wallace 2002, 462). Philip Stratton-Lake's claim is that contractualism would be open to the motivational redundancy criticism if it were a theory that would try to add new moral reasons to the already existing ones, but this is something contractualism does not do. Instead, contractualism can be understood as an indicator of where situational moral reasons are present. It can also provide new understanding of what it is for these reasons to be particularly of a *moral* kind. To sum this point up, instead of being a theory about the ground of moral wrongness, i.e., why we ought not do wrong acts, Stratton-Lake believes that we should understand contractualism as a theory about the nature of moral wrongness, i.e., what it means that an act is wrong.

Stratton-Lake uses an example which resembles Thompson's original example to illustrate his point (Stratton-Lake 2003). In the case of torturing others for fun, the same reason (the torture caused to another person) is a reason both not to do the act and to reject any principle allowing such acts. And, because it is a reason in the latter case of rejection, it is also a moral reason in the earlier case of the particular action at that moment. It is evident now that if we were to read contractualism in this way the motivational redundancy objection would not hit its mark. There simply would not simply be any redundant additional motivation. Michael Ridge correctly observes that this interpretation of contractualism would mean that contractualism would have to give away one of its most basic assumptions: that wrongness is a reason-providing property (Ridge 2003). He

also argues that we have no reason to do this, because the moral reasons contractualism characterizes are necessary to motivate agents to act morally even in the cases Stratton-Lake discusses. I will next introduce a rough sketch of Ridge's ambitious argument.

The reason why Stratton-Lake is attracted to his interpretation of contractualism is in my mind his choice of example, which is a difficult one to come in terms with. What is difficult in this example is that for us it seems almost impossible to adopt the deliberative perspective of the deranged person who thinks about whether to torture others for fun or not. We cannot imagine how anyone could enjoy this and therefore apparently have a reason for doing so. For us, it seems so self-evident that this act would be wrong, and that the torture as such is a sufficient reason for not doing the horrible deed. However, we have to consider the moral reasons involved from the perspective of the potential torturer. Thus, we should not let this strange point of view disturb the theoretical issue in question, and hence we must take a closer look at the relevant reasons as analyzed by Ridge (Ridge 2003; see also Ridge 2001). The situation is first described as torturing others for fun. From this we can read that the reason this agent has for torturing the other person is his experience of fun. This is *his* agent-relative reason for *his* action. It must be admitted that to experience fun is an understandable reason for doing many things, but we want to say that it is not a sufficient reason for torturing others. The other relevant reason is the torture the other person experiences. How are we to understand this fact as a reason in this situation?

First, it is clear that the torture the other person experiences is a reason for rejecting any norm that would allow the torture to take place. And, it would be the other person's agent-relative reason for doing so, for it is she that does not want to be tortured. This reason cannot be in the same way an agent-relative reason for the potential torturer not to torture, because it is not *his* experience. *He* will not be tortured. Here is the point where contractualism tries to provide a useful explanation for something quite odd (Ridge 2003, 339). The question to be answered is just why and how the reason the other person has for not wanting to be tortured provides a reason for the torturer not to torture. In the contractualist account, it is the idea of justifiability and the reasons we have for being able to justify our acts which take centre stage in solving this problem.

Of course, it is evident that to torture other persons for fun is generally unjustifiable. The reason the other person has for wanting norms that forbid torturing (the experience of torture) is stronger

than the torturer's claim to opposite norms (to experience fun from torturing), because torture is awful to experience and fun can be had in also in many other ways. We can see this by imagining how our lives would get worse if we were the person being tortured. This is something any person must admit, and we do not need contractualism as such for seeing this. However, it is a defining feature of contractualism that it explains the reasons we have for not doing acts which are wrong (to torture others, for example) by using the reasons we have for being able to justify our actions. It is the reasons we have for being able to justify our actions to others on reasonable grounds that create the reason-giving force of the property of wrongness, which evidently is present in our example.

How is this done? We shall have to begin with the fact that the norm forbidding the torture from taking place could not be reasonably rejected. Then we must ask what reasons the torturer would have for following the norm which is not reasonably rejectable. First, to follow such a norm would be a way of acknowledging the other person's status as a rational person, who can assess and act on reasons, and who is not merely an object to be used for the torturer's own enjoyment (Kant 1998[1785], 4: 429). Second, if the torturer would proceed with torturing the other person, this would also express to the rest of us that the torturer is unwilling to live together with us under mutually acceptable, obligating principles. It would show that he does not think we are worthy of being taken into account in his practical reasoning. He would cut himself off from the rest of us and the valuable type of moral society we form (Scanlon 1998, chap. 4). This makes us all legitimately infuriated, and this is something the torturer should at least acknowledge as a reason not to torture another person.

Even though my sympathies lie with Ridge's ambitious argument, I am aware that it is controversial for at least two reasons. First, it does not readily extend to Thomson's original example of torturing *babies* for fun. It can be further argued that an account of moral motivation which is based on the idea of justifiability really does not make sense when the object of the action is not actually capable of demanding justification and to assess reasons (MacLeod 2001, 282, Copp & Sobel 2002, 258, Wallace 2002, 437, Mele 2003, 76–79). Against this objection we could claim that it at least makes sense to think whether we can justify our actions to a baby, and to weigh these justifications also from the baby's perspective. We know that the baby will grow into an adult

person and this must be taken into account. And, we could try to use an idea of a trustee who would require justification on the baby's behalf in the contractualist account of the situation (Scanlon 1998, 183–187).

Second, it could be claimed that Ridge overlooks one reason in the situation that can be used to save both the redundancy criticism and Stratton-Lake's identification interpretation of contractualism. We can agree with Ridge that torture as an experience of the person who is being tortured is not an agent-relative reason for the torturer not to torture. Despite this, we can also argue that this reason which the victim has for rejecting the allowing norm has an agent-neutral correlate which is present in the situation and surely ought to be sufficient reason for the torturer to give up his enterprise. It seems evident that we all have a reason to reduce suffering in the world. This is illustrated by the fact that we strongly believe that we act rationally in donating money to organizations that aim to reduce the amount of torturing taking place in the world (Gert 2000, 229). We can then claim that this reason also applies to the torturer and that he is in a situation where he can easily (by not having fun) do what this reason requires. By not torturing he can contribute to the aim that suffering is not experienced in the world. Therefore, the same fact, the experience of torture, can in the agent-relative form be a reason for rejecting the allowing moral norms and in the agent-neutral form a reason for the torturer not to torture. Thus, the need for the motivation and reasons wrongness provides that contractualism attempts to characterise again seem to be yet again redundant. One way of answering this objection would be to challenge the strength of this agent-neutral reason as compared to our intuition about the strength of the reason the torturer has not to torture the victim. It is rational to give money to a torture-reducing charity, but it is also at least as rational to see a film for fun instead (ibid.). This hints that the agent-neutral reason is surprisingly weak. So, possibly, the reasons wrongness of the act provides are needed to strengthen the agent-neutral reason not to torture.

Rather than discussing these problems of Ridge's argument and the potential replies for them further, I want to directly challenge the thesis, which lies at the core of the motivational redundancy objection and Stratton-Lake's novel interpretation of contractualism. He and various other critics of contractualism claim that in every case where there would be a certain particular reason to reject some allowing moral norm, this same reason would also serve as a reason not to do the act.

Therefore, any extra reasons and motivation the non-rejectable norms would bring to the situation would be redundant. This surely is untrue. Think of the case of drunk driving. We believe for good reasons that it is morally wrong. This can be detected from the strong moral feelings of resentment we have towards those who drive under the influence of alcohol. But, precisely why is it morally wrong to drive drunk even in the cases where it does not cause any harm to anyone? The answer would be, because it is a *type* of act which is likely to cause harm to others. If acts of this type were allowed, many people would get hurt, and they would have strong reasons for rejecting the proposed moral norms that allowed drunk driving and for demanding a norm which forbids it. However, these strong reasons based on physical harm for rejecting the relevant principles are not present in those situations where this behaviour causes no harm. Therefore, the critics' thesis that the reasons for rejecting can also in *every* case function as reasons not to do the act is false. The reasons and the motivation the property of wrongness creates is necessarily needed in these cases.

This argument may seem to make the redundancy of contractualism a contingent, empirical issue. The more there are cases like drunk driving, where the acts only create risks, and the less there are cases like babies getting tortured, where the act causes harm directly, the more needed the reasons which wrongness of the act can provide seem to be. This is not completely true, because there are good reasons to think that contractualist reasons are present and needed in the vast majority of cases. Consider why it is wrong just to attempt to murder or to torture someone. It is wrong to attempt to do such awful things because the acts committed in such attempts are the kind of acts that often and most probably cause suffering. If these acts were allowed, many people would have good reasons for rejecting the norms that allowed them. Contractualism can then explain why we had reasons to follow the forbidding, non-rejectable norms even in the cases where we did not succeed in causing any harm, in situations where the harms caused could not have functioned as direct reasons not to do the acts (as the critics would have claimed). These same reasons must also present in cases where the acts succeed. This is revealed by our intuitions about the relevant counter-factuals; there would have been reasons not to do these immoral acts *even if* they had not succeeded. I find this a very convincing argument against the objection of motivational redundancy.

Conclusion

The redundancy objections against contractualism have been repeated so often that if ethics was a shouting contest contractualism would in fact be redundant. Luckily, these matters are settled through argumentation, and as we have observed contractualism is able to answer these objections. Also, it has become evident that in order to stay clear of redundancy the contractualist must endorse the following claims: 1. There are several, incommensurable grounds for reasons for rejecting possible moral norms in hypothetical agreement 2. These reasons are limited by the agent-relativity constraint 3. When thick moral conceptions are used in reasonable rejection, only the facts that the descriptive part picks out can function as reasons to reject moral norms 4. Practical reasons form a hierarchical framework and are subject to rational criticism on the basis of insufficient information and incoherence. 5. There are situations where the particular features of the situation are not sufficient to provide strong enough moral reasons for being moral. I have tried to provide some support for these claims, but no doubt further philosophical investigation is needed. The final conclusion is that showing any of these claims, which contractualists ought to endorse, as wrong would not make contractualism redundant, but mistaken. That, however, is another issue.

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