***Relational Equality, Inherent Stability and the Reach of Contractualism***

 We can learn a great deal about the structure and content of philosophical theories by attempting to understand them contrastively -- that is, by attempting to see how they differ from opposing theories and what fundamental differences explain the opposition.[[1]](#endnote-1) A recent paper of Elizabeth Anderson’s on relational egalitarianism provides a very illuminating and instructive example – one which, on close examination, sheds light on some of the fundamental commitments of contractualist political philosophy.[[2]](#endnote-2)

 Anderson begins by observing that “[m]uch contemporary egalitarian theorizing is broadly divided between luck egalitarians …and relational egalitarians”. “The two camps disagree,” she says “about how to conceive equality”. Luck egalitarians take it be “an equal distribution of non-relational goods among individuals”, while relational egalitarians take it to be “a kind of social relation between persons--an equality of authority, status, or standing”. This difference goes hand-in-hand with another. Luck egalitarians think that the first principles of justice are those which apply to the states of affairs in which non-relational goods are distributed. Relational egalitarians think that first principles apply to agents and institutions. Luck egalitarians consider these principles to be “rules of regulation” which are justified on the basis of considerations, such as stability, that are alien to justice. The “source” of these differences, Andersons says, is a more fundamental difference about justification. For luck egalitarians, justification is “third personal”. “[M]ost relational egalitarians,” she says “follow a second personal or interpersonal conception of justification”, a conception she associates with contractualism for reasons which will be clear presently.[[3]](#endnote-3)

 In section I, I spell out the difference between secon- and third-personal view of justification. I contend that even if a difference about justification is fundamental to the current dispute between luck and relational egalitarians, it is possible to hold a third-personal conception of justification while holding that equality applies in the first instance to the distribution of non-relational goods. It is therefore possible to combine a third-personal conception of justification with the view that equality is relational and that first principles of justice apply to agents and institutions.[[4]](#endnote-4) Indeed, it is possible to offer both contractualist and third-personal justifications for the same such principles.

 I want to explore that possibility for three related reasons:

 First, as part of showing that the difference about justification is fundamental, Anderson argues that a “concern for stability” is not “alien to justice”, as luck egalitarians like Gerald Cohen claim, but is instead ‘internal” to an interpersonal conception of justification.[[5]](#endnote-5) Principles of justice are justified as such, according to contractualists, only if they can be stabilized by the uncoerced actions of those who live under them. Looking at third-personal arguments for those principles brings to light the psychological claims some contemporary contractualists make about how those principles can be stabilized. And it shows quite clearly that even if a concern for stability *is* internal to contractualism, those particular claims are not – at least on one natural but strong understanding of internality. Contractualist ways of justifying principles are compatible with a variety of claims about how voluntary compliance with those principles is brought about.

 Second, if those claims were internal to contractualism in the strong sense of ‘internal’ now in view, then – since contractualists are relational egalitarians -- there might be a case for maintaining that those claims were also internal to relational egalitarianism. Showing that they are not internal to contractualism, on the other hand, suggests that they are not internal to relational egalitarianism either. This conclusion, in turn, reminds us that there are other points in egalitarian space than those which are occupied in the current debate and that the occupants of some of those points have been relational egalitarians.

 Finally, what seems to be fundamental and distinctive about contractualist theories of justice is their conception of justification. That this is what is fundamental and distinctive seems to be confirmed by Anderson’s argument that this conception is the source of differences between relational egalitarians, who tend toward contractualism, and luck egalitarians, who do not. But I shall argue that contractualism is itself is underpinned by a kind of moral faith that principles can be freely adhered to by those who are subject to them. Crudely put, this faith is faith in the amenability of human beings to the relevant kind of moral education and in the ability of basic institutions to deliver it. This underpinning is one of the sources of contractualism’s distinctiveness, as can be seen from the consequences of repudiating it. As we shall see, identifying the articles helps to explain one of the puzzling features of some recent contractualist thought: its restriction to the justice of domestic institutions. Careful attention to Anderson’s argument therefore brings to light what I take to be deep facts about the assumptions and reach of contractualism.

 In section I, I show that there can be contractualist and third-personal arguments for the same relational egalitarian principles. In section II, I lay out Anderson’s argument for the conclusion that a concern for stability is internal to contractualism. In part III and IV, I raise questions about one of the steps in that argument and in section V, I show how the contractualist answers those questions. In section VI, I argue that the answer depends upon a moral faith which is foundational and distinctive.

- I -

 I shall understand second- and third-personal views of justification more narrowly than some thinkers do, as views of how claims about distributive justice are to be justified.[[6]](#endnote-6) More specifically, I take them to be views about where considerations that count in favor of claims of distributive justice get their authority or force as practical reasons, as reasons for acting.[[7]](#endnote-7) In her explanation of third-personal justification, Anderson uses the example of a “policy conclusion” bearing on distributive justice. “In a third person justification,” she says, “someone presents a body of normative and factual premises as grounds for a policy conclusion. If the argument is valid and the premises true, then the conclusion is justified.”[[8]](#endnote-8) Thus according to the third-person conception of justification as Anderson explains it, justification is sound argument. An example of such an argument would be one that relied upon a true premise about the efficacy of a policy in promoting some end which another true premise asserted to be unconditionally desirable, and that moved impeccably from those premises to the conclusion that the policy itself is desirable. The argument would then provide a reason to favor that policy the force of which is derived entirely from the argument’s soundness.

 According to second-personal justification, by contrast, considerations that count in favor of claims of justice get their force, or some of their force, from authority relationships in which parties to the justification stand. To see this, it is helpful to turn from claims of distributive justice to claims that someone in a familiar authoritative role can make on a subject’s will. A military officer, for example, can issue a command to an enlisted person that provides the enlisted person conclusive reason to act but that would be void of any force at all if issued to a civilian. The officer’s command does not get its reason-giving force, its normative authority, from its being the conclusion of sound argument that compliance with the order would promote a desirable end. It gets it from the authority relation that holds between the officer and the enlisted person. Indeed, the ability to issue commands with such force is partially constitutive of that relation. The source of the command’s force is appropriately described as “second-personal” because the command has reason-giving force only when and because it is addressed *by* the person in authority *to* a person subject to her. Justification of the officer’s claim to obedience would appeal to the relationship between officer and enlistee, and to the authority that relationship confers on the former to address commands to the latter.

 According to Anderson, relational egalitarians think the justification of claims of justice also depends upon reasons the force of which is grounded in an authority relationship – in this case, in the relationship of equal reciprocal authority which holds among persons who owe one another justice.[[9]](#endnote-9) The idea is as follows. To be owed justice is to be owed it by an agent, either natural or corporate. To be owed something by an agent is to be authorized to demand it and to be authorized to hold the agent accountable for doing or providing it. And to be authorized to hold an agent accountable entails the authority or standing to demand that agent provide a justification of conduct. Agents who owe one another distributive justice have equal authority or standing of that sort with respect to each other. To press a claim of justice, on this view, just is to demand justification and, if appropriate, redress. The claims parties who owe another justice make on one another count as reasons to provide justification and redress because of the standing those parties have, because they stand in relationships of mutual authority. It is because those relationships authorize parties to address claims *to* one another that their relationships are ones of second-personal authority and that the reason-giving force of their claims is second-personal.

 The justifications offered in response to claims or demands will appeal to considerations which purport to tell in favor of distributive outcomes. The most fundamental of those considerations are the first principles of justice. Are these principles themselves justified second-personally? To answer this question, we need to see how the relational egalitarian identifies those principles.

 Principles of distributive justice say how persons with mutual authority are – as such -- to relate to one another both when they distribute and when they justify distributions. That is why the principles are principles of *relational* egalitarianism. A sufficient condition of persons’ relating to one another as equally and mutually authoritative is, it is said,[[10]](#endnote-10) that their treatment of one another be justifiable by principles which all of them could accept -- or, in T.M. Scanlon’s view, what principles they could not reasonably reject[[11]](#endnote-11) -- to play that justificatory role. This is a contractualist condition. And so relational egalitarians typically use a social contract to identify principles of distributive justice. They are typically contractualists.

 What is the source of the principles’ reason-giving force? Principles are supposed to have their force or authority because of their adoption in a social contract or their survival of a “reasonable rejection” test. Since the rationale for requiring that principles be adopted in a contract or subjected to a reasonable rejection test is ultimately that those whose relations will be regulated by the principles have mutual second-personal authority, the reason-giving force of the principles is said ultimately to be founded on that authority relationship. Their justification and force are therefore said ultimately to be second-personal.[[12]](#endnote-12) My own view is that the argument for the second-personal authority of principles of justice is controversial at several points.[[13]](#endnote-13) But I shall overlook those difficulties here and grant, for purposes of exposition, that the argument goes through. What matters for that purpose are the ways in which third- and second-personal views of justification differ, and the reasons that relational egalitarians – who are said to hold the latter view – embrace contractualism.[[14]](#endnote-14)

 As we have just seen, relational egalitarians think principles of justice play a central role in an important social and political practice: the practice in which mutually authoritative persons justify distributions to one another.[[15]](#endnote-15) That, we might say, is what they think principles of justice are for.[[16]](#endnote-16) Principles of justice are justified by their suitability to play that role. Seeing this, we can say with somewhat more precision what it means to claim – as we saw Anderson does -- that a concern with stability is “internal” to contractualism: we can think of contractualism as imposing an acceptability condition on principles according to which principles would be accepted in a contract only if they are able to play that role over time, so that the practice of justification is stable. Since the principles are the object of an agreement by those who engage in the practice, we can re-express this condition by saying that parties are to finalize their agreement on principles only if they have good reason to believe that the agreement they reach can be stable.[[17]](#endnote-17)

 This acceptability condition may well affect the content of the principles which would be adopted.[[18]](#endnote-18) If it does, then the viability of a contractualism which imposes the condition depends upon there being principles which both match our considered convictions about what justice demands and can be the object of a stable agreement. I want to ask what claims must be true if there are such principles and whether those claims are internal to contractualism in any robust sense of ‘internal’. To pursue these questions, it will help to look into the conditions of stable agreements. To do *that*, it will help to return to the distinction between a third-personal conception of justification on the one hand, and contractualism and relational egalitarianism on the other.

 That distinction is sometimes drawn so as to suggest that third-personal justifications cannot support principles which play the interpersonal role I have said principles of justice play in relational egalitarianism.[[19]](#endnote-19) But I believe that this suggestion depends upon restrictive assertions about the content of premises on which third-personal justifications rely, assertions which do not follow from the notion of third-personal justification itself.[[20]](#endnote-20) To show that it is possible to combine a third-personal conception of justification of principles of justice with the view that equality is relational, it suffices to show that a thinker has combined them without inconsistency. The Rawls of *Theory of Justice* seems to have done exactly that. He says of the argument from the original position that it “aims eventually to be strictly deductive. … We should strive for a kind of moral geometry with all the rigor which this name connotes.”[[21]](#endnote-21) This sounds like an aspiration to justify principles by an argument the force of which depends entirely upon its soundness, hence to provide them a third-personal justification. Yet as Anderson correctly notes,[[22]](#endnote-22) Rawls is a relational egalitarian one of the points of whose principles is to place relations among citizens on a footing of democratic equality.[[23]](#endnote-23)

 Some of the axioms of Rawlsian moral geometry would presumably concern the free and equal status of persons, the importance of identifying principles that are mutually justifiable to persons so conceived and the reasons the original position is the appropriate means of identifying such principles. And so the contents of the axioms might themselves be thought to show that the Rawls who aspired to offer arguments that are geometric in their rigor still had a fundamentally second-personal or interpersonal conception of justification. But even if that is so, it does not imply that the Rawls of *Theory of Justice* did not have a third-person ideal of justification as well. It might instead be taken to show that contractualist and third-personal conceptions of justification are not mutually exclusive so that, as I have said, it is possible to offer both kinds of justification for the same principles.

 Rawls’s attraction to a third-person ideal of justification is not just suggested by his express hope that the principles of justice could be established *more geometrico*. It is also suggested by his hope that they could be established by proofs akin to those in the theory of price[[24]](#endnote-24) and the theory of games.[[25]](#endnote-25) The proofs to which he refers establish certain combinations of actions as equilibrium points. Rawls’s reference to price theory is more extended, but one of his turns of phrase suggests that he thought of common acceptance of the principles as a game-theoretic equilibrium -- more specifically, as a Nash equilibrium -- among the parties in the original position. For a Nash equilibrium is a strategy-combination in which each player’s strategy is her best response to the strategy played by the others. And speaking of parties in the original position, Rawls says “I should like to show that these principles are everyone’s *best reply*, so to speak, to the corresponding demands of the others.”[[26]](#endnote-26) Language he uses elsewhere suggests he thinks that principles would be supported by a Nash equilibrium outside the original position. For speaking of members of the well-ordered society, he says “The plan of life which [calls for preserving the sense of justice] is [each person’s] *best reply* to the similar plans of his associates.”[[27]](#endnote-27)

 Thus while the Rawls of *Theory of Justice* provides a contractualist justification of his principles, I believe he also hoped to provide a third-personal justification.[[28]](#endnote-28) The passages in which he expressed that hope show that he thought his principles define an equilibrium point which the social contract helps to identify. Seeing that the social contract is a device for identifying an equilibrium point suggests conditions under which agreements are stable.

- II -

 To say that the agreement reached in a social contract would be stable is to say that the terms of the agreement would be generally honored by parties to it, but there are at least two ways in which the agreement can be maintained. The agreement could be what Rawls called “inherently stab[le]”: when an agreement on principles of justice is inherently stable the agreement is to be stabilized by the uncoerced activity of the members of that society, who act from the principles for their own sake. Its stability is therefore to be contrasted with stability which depends upon an outside force, such as a Hobbesian sovereign.[[29]](#endnote-29)

 Since Anderson quite understandably takes Rawls’s theory as paradigmatically contractualist, I shall assume that the kind of stability which she claims is internal to contractualism is inherent stability. I take her argument for the claim that it is internal to run roughly as follows.

 Anderson says contractualism is the view that:

* + - 1. “Principles of justice are whatever principles free, equal, and reasonable people would adopt to regulate the claims they make on one another.”[[30]](#endnote-30)

I believe she thinks that

* + - 1. Free, equal and reasonable people would agree to principles to regulate the claims they make on one another only if those principles do not impose unreasonable demands on any of the parties to the agreement.

According to Anderson, contractualists also think that if the principles could not be universally complied with for their own sake, even if all parties to the agreement were reasonable – if some reasonable parties to the agreement had to be forced to comply with it – then that shows that the agreement imposes unreasonable demands on some of them.[[31]](#endnote-31) So they think that:

* + - 1. If an agreement on some principles to regulate claims could not be inherently stable, then those principles impose unreasonable demands on at least one party to the agreement.

Step (4) is equivalent, by contraposition, to:

* + - 1. If principles to regulate claims made on one another do not impose unreasonable demands on any of the parties to the agreement, then an agreement on those principles can be inherently stable.

Steps (2) and (4) imply:

* + - 1. Free, equal and reasonable people would agree to principles to regulate the claims they make on one another only if an agreement on those principles can be inherently stable.

Steps (1) and (5) imply that:

* + - 1. Principles that free, equal and reasonable people would adopt to regulate claims made on one another are principles of justice only if an agreement on those principles can be inherently stable.

Because she thinks contractualists move from their defining commitment (1) to (6) by steps they accept, Anderson concludes that:

* + - 1. The concern with identifying principles of justice agreement on which can be inherently stable is internal to contractualist accounts of justice.

 If I have interpreted Anderson correctly, then the crucial step in the argument for C is the claim that contractualists accept (3). Since (3) is equivalent to (4), we can ask what must be assumed by contractualists who think that inherently stable agreements are possible by asking whether contractualists accept (4) and, if they do, why. To sharpen these questions, it will be helpful to have a clearer idea of what is meant by saying of an agreement that it is “inherently stable”, of when demands are and are not “reasonable” and of the conditions under which terms which are reasonable “can” be inherently stable.

- III -

 The phrase “inherently stable” is not, to my knowledge, a technical term used in the formal study of equilibria; instead it is a Rawlsian term of art. I said an inherently stable agreement is one that is maintained by the uncoerced activity of members rather than by a third-party enforcer such as a Hobbesian sovereign. Agreements that are stabilized without third-party enforcement are sometimes described as “self-enforcing”.[[32]](#endnote-32) So we can recast (4) as:

* 1. If principles to regulate claims made on one another do not impose unreasonable demands on any of the parties to the agreement, then an agreement on those principles can be self-enforcing.

 The connection of self-enforcing agreements with “inherently stable” ones suggests *why* those agreements don’t need to be enforced by a third party. It suggests that these agreements remain stable because stability inheres in the agreements themselves or, more precisely, in their terms. This happens when the terms of an agreement define an equilibrium of some kind, as we saw that Rawls thought his principles would, for then no one has sufficent incentive to deviate. Indeed, in the game theoretic literature, self-enforcing agreements are often characterized simply by reference to the structure of their payoffs, rather than as agreements which do not require third-party enforcement.[[33]](#endnote-33)

 Once we understand self-enforcing agreements in this way, we can see why it is generally thought[[34]](#endnote-34) that:

(N) If the terms of an agreement define a Nash equilibrium, then an agreement on those terms is self-enforcing.

Suppose that the terms of an agreement defined a Nash equilibrium just in case those terms do not impose unreasonable burdens on anyone. Then (N) would imply that:

If the terms of an agreement do not impose unreasonable demands on any of the parties to the agreement, then an agreement on those termsis self-enforcing.

(4′) would then follow immediately, since an agreement which *is* self-enforcing *can* be self-enforcing, and we could see why contractualistst accept it.

 This line of argument for (4′) will not work because the supposition on the basis of which the argument moves from (N) to (4′) is false. Some equilibria may entail that at least one party to the agreement plays a strategy which imposes unreasonable demands on her. Rawls recognizes as much, for shortly after his remark implying that the principles chosen in the original position will define a Nash equilibrium he says “the fact that a situation is one of equilibrium, even a stable one, does not entail that it is right or just.[[35]](#endnote-35) But the failure of the argument from (N) to (4′) suggests another and more promising argument. Suppose it could be shown that:

(N+) If the terms of an agreement define a Nash equilibrium that does not impose unreasonable burdens on any of the parties to the agreement, then an agreement on those terms is self-enforcing.

Then, again, (4′) would follow immediately and, again, we could see why contractualists accept it. Indeed, it may be thought that Rawls arrives at (4′) in precisely this way. For shortly after he implies that the terms of agreement reached in the original position will define a Nash equilibrium, he says

By contrast with social theory, the aim is to characterize [the contract] situation so that the principles that would be chosen, whatever they turn out to be, are acceptable from a moral point of view. The original position is defined in such a way that it is a status quo in which any agreements reached are fair.[[36]](#endnote-36)

 Can (N+) be shown? That depends upon what further conditions a Nash equilibrium must meet if the strategy combination which is in equilibrium is not to impose unreasonable burdens on any of the players.

 There may be a number of solution concepts that strengthen the demands of a Nash equilibrium by adding “no unreasonable burdens” conditions. One that seems especially promising is the concept of a “payoff-dominant Nash equilibrium”. A pay-off dominant Nash equilibrium is a Nash equilibrium in which every player receives a higher pay-off than she would have had she played any other strategy open to her.[[37]](#endnote-37) It may seem clear that an equilibrium satisfies *that* condition – an equilibrium in which each player achieves the most she could get – does not impose an unreasonable burden on any of the players. Moreover, it may seem especially plausible that an agreement on terms defining a payoff-dominant Nash equilibrium will be self-enforcing since no one would have a sufficient reason to defect. So interpreting the phrase “a Nash equilibrium that does impose unreasonable burdens on any of the parties to the agreement” in (N+) as “a payoff-dominant Nash equilibrium” seems to be a sufficiently strong construal of the phrase to be plausible. It also seems strong enough to make (N+) true if any construal of it can.

 Unfortunately, Robert Aumann has shown – on grounds we shall look at in a moment -- that so construed, (N+) is false, since not all agreements to play payoff-dominant Nash equilibria are self-enforcing.[[38]](#endnote-38) The argument to (4′) from (N+) so construed therefore fails. But Aumann also argues that agreements to play payoff-dominant Nash equilibria *can* be self-enforcing. This argument offers the contractualist a different way of defending (4′), since (4′) follows from the variant of (N+) that Aumann has shown to be true – the variant that results from replacing ‘is’ in the consequent of (N+) with ‘can be’.

- IV -

 Aumann’s argument is important, for seeing under what conditions pay-off dominant Nash equilibria can be self-enforcing brings to light some of the contractualist’s reasons for endorsing (4′).

 Very roughly, Aumann argues that for an agreement to play a payoff-dominant Nash equilibrium to be a self-enforcing agreement, the fact of agreement must be what brings it about that players play the set of strategies that are in equilibrium. If they defect from an agreement after reaching it, then the strategies were not played and the agreement was obviously not self-enforcing. If they cooperate after reaching the agreement but would have cooperated anyway, the agreement was superfluous. There are, Aumann says, two kinds of difference an agreement can make, hence two kinds of cases which support (4′) by establishing the variant of (N+). The agreement can change the information available to the players, as when a pre-play agreement enables those playing “Battle of the Sexes” to coordinate their strategies. Or the agreement change the pay-offs, so that the strategy combination which is in equilibrium becomes the one that all the players favor where it was not before.

 Aumann says little about the second kind of case, but he presumably has in mind cases in which an agreement makes a strategy combination a payoff- dominant Nash equilibrium. Recall that I introduced the concept of payoff-dominance to make the antecedent of (N+) precise by identifying a kind of equilibrium that does not impose unreasonable burdens on any of the players. Some contractualists will think a weaker solution concept suffices. They will want to show that agreements on terms which are in their favored kinds of equilibrium can be self-enforcing, for this will enable them to infer (4′). Aumann’s second kind of case suggests how they might show that, and hence why they might endorse (4′). They can show it by showing that an agreement on terms that define their favored kind of equilibrium can change the parties’ payoffs, so that *ex post* the parties all have sufficient incentives to abide by the terms of the agreement.

 There are at least two ways an agreement can make such a change. One way is for the agreement to attach new penalties to defection from strategies which are in the contractualist’s favored equilibrium. But if those penalties must be enforced by a third party, then the agreement concerns cooperative rather than non-cooperative games and is, in any case, not self-enforcing after all. Another way an agreement can change the payoffs players attach to their strategies is, crudely put, by changing the players. Less crudely, it will make such a change if, as a result of having reached the agreement, players all become the kind of persons who prefer strategies that are in the contractualist’s favored kind of equilibrium to those that are not. In that case, the agreement *is* self-enforcing. Provided the terms of the agreement do not unreasonably burden any of the parties, the possibility that an agreement can change payoffs in this way establishes (4′) and shows why contractualists might endorse it.

 Rawls thinks that the agreement reached in the original position changes parties’ payoffs in the second way.[[39]](#endnote-39) For the agreement reached there is an agreement on principles of justice to regulate society’s basic institutions. Rawls argues that citizens who live under just institutions will acquire a sense of justice, which is a regulative desire to act from the principles of justice for their own sake. He also thinks that just institutions shape citizens’ views of their own good by affecting the payoffs they attach to the strategies open to them. More specifically, they shape parties to the agreement into the kind of person who “recogni[zes] that advantages gained in conflict with [the principles agreed to] are without value”.[[40]](#endnote-40) As a result, however much their views of the good may differ in other ways, these views are all “congruent” with justice[[41]](#endnote-41) and none of them “is moved by rational considerations of good not to honor what justice requires”.[[42]](#endnote-42) Of course assurance problems still have to be overcome: members of the well-ordered society will actually do what justice requires only if they have the assurance that others, or sufficiently many others, are themselves committed to honoring the principles in political life. Just institutions would therefore encourage citizens to provide that assurance by complying with the guidelines of public reason when debating and voting on fundamental questions.[[43]](#endnote-43)

 Because the terms of the agreement reached in the original position can educate members of the well-ordered society in these ways when those terms are institutionalized and publicized, the agreement can make a difference in the second of the two ways Aumann says an agreement can make a difference. It is because the terms can make a difference in that way that Rawls implies the stability of the agreement inheres in them and why he says that the agreement reached in the original position could be “inherently stable”.[[44]](#endnote-44) It is also why he thinks that the agreement reached in the original position can “generate[] its own support”,[[45]](#endnote-45) why he would think that that agreement could be self-enforcing and why he would endorse (4′).

 Suppose that other contractualists endorse (4′) on the grounds that Rawls does.[[46]](#endnote-46) I have also supposed that they accept:

* + - 1. “Principles of justice are whatever principles free, equal, and reasonable people would adopt to regulate the claims they make on one another.”

and

* + - 1. Free, equal and reasonable people would agree to principles to regulate the claims they make on one another only if those principles do not impose unreasonable demands on any of the parties to the agreement.

Given the way I have parsed ‘inherently stable’, (2) and (4′) imply:

* + - 1. Free, equal and reasonable people would agree to principles to regulate the claims they make on one another only if an agreement on those principles can be inherently stable.

And as we saw, (1) and (5) imply:

* + - 1. Principles that free, equal and reasonable people would adopt to regulate claims made on one another are principles of justice only if an agreement on those principles can be inherently stable.

The way the contractualist moves from (1) to (6) seemed to support the desired conclusion:

* + - 1. The concern with identifying principles of justice agreement on which can be inherently stable is internal to contractualist accounts of justice.

Now that we have seen that the argument for C relies on the grounds adduced for (4′), I want to ask about what additional assumptions are needed to support the conclusion.

- V -

 Much depends upon what is meant by saying that a claim is internal to philosophical view such as contractualism. I take contractualism to be a closely related family of views whose defining claims bear a strong family resemblance. Perhaps the defining claim of some versions of contractualism are theses about principles of right and not just principles of justice; perhaps the defining claim of others is a conjunction of a thesis about moral wrongness and a thesis about moral motivation.[[47]](#endnote-47) But if (1) is not a defining commitment of all forms of contractualism it seems to be entailed contractualism’s defining commitment. Since entailment by defining commitments seems sufficient for internality, I grant that (1) is internal to the view. Moreover, since (1) requires that contracting parties adopt principles freely and (2) seems to express a test on free adoption, I grant that (2) is also internal to it as well. We saw earlier that the crucial step in the argument for C is (4), which I have recast as (4′). Is (4′) also internal to contractualism and if so, in what sense ‘internal’?

 The Rawlsian defense of (4′), which I have supposed for now that other contractualists endorse, appeals to psychological claims to show that we can become the kind of persons that institutions which satisfy the terms of social contract would encourage us to be. If those claims were internal to contractualism, then (4′) would seem to be also and the argument for C would seem to go through. But these claims do not seem to follow from the claims that I have at granted *are* internal, since (1) and (2) do not seem to entail any psychological claims at all. So it is not obvious that those claims are internal.

 It may be replied that this criticism, even if sound, does not show that C itself is false, and that a concern for inherent stability is not internal to contractualism. At most it shows that one set of assumptions about how inherent stability is achieved is not internal to contractualism -- in one strong sense of ‘internal’. What *is* internal to contractualism, it may be insisted, is the assertion that there are some true psychological claims or other which support (4′).

 That assertion does not, however, seem to be entailed by contractualism either, since denying it does not seem to be inconsistent with affirming (1) and (2).

 To see this, consider Rawls’s two principles. Let us suppose that in the original position, those principles are preferred to the principle of average utility on the grounds of appealed to in Rawls’s “ends in themselves” argument.[[48]](#endnote-48) The parties in the original position represent free, equal and reasonable persons. Rawls’s principles therefore satisfy the condition expressed by (1). Since I am supposing for the sake of argument that (1) is true, they are principles of justice. Moreover, the original position is a contract situation which embodies conditions we think it reasonable to impose upon arguments about principles of justice. Its conditions are such that parties to the agreement cannot avail themselves of information about their own resources or abilities to gain bargaining power that we intuitively regard as giving them an unfair advantage. Because the contract situation is fair, the terms of the agreement reached are fair: they do not impose unreasonable burdens on anyone, and our considered judgments seem to support this conclusion. So Rawls’s principles also satisfy (2).

 But there does not seem to be any inconsistency in further supposing that the forces of social learning which are supposed to engender a sense of justice and to bring about congruence to the right and the good are not successful enough that the principles agreed to in the contract are regularly honored in society. Perhaps one of the principles that would be agreed to requires that material inequalities be quite narrow or even non-existent. It seems possible that citizens develop some desire to act from that principle for its own sake, but that that desire will not be strong enough regularly to overcome citizens’ contravening desire to acquire more than the principle allows. And so we might suppose the laws of human psychology to be such that parties to the agreement will develop a sense of justice, but that it lacks the motivational power needed to stabilize agreement on the principles for the long run. It also seems possible that the laws governing formation of views of the good allow only for weak congruence. Citizens’ conceptions of their own good would then be sufficiently congruent with justice that they would *like to be* less materialistic than they are – indeed, they would like to be less materialistic because they recognize that the principles of justice do no impose unreasonable burdens on them -- but they remain powerfully tempted to acquire more than justice allows. We may then suppose that those who benefit from permissible inequalities accede to temptation. They accumulate resources and use them to influence the political process, securing legislation which enables them to expand and perpetuate their gains well beyond what justice allows.

 The argument for C could still be vindicated if the assertion that there are true -- not necessarily Rawlsian -- psychological claims which support (4′) were said to be internal to contractualism, not because the assertion is entailed by (1) and (2), but because it, along with (1) and (2), is one of contractualism’s signature commitments. I shall assume that this is how the argument is to be vindicated. In the next section, shall draw out three implications of vindicating C this way.

- VI -

 First, the assertion I have supposed is among contractualism’s commitments concerns terms of agreement that do not impose unreasonable demands. The proof that some terms do not impose unreasonable demands cannot simply be that an agreement on them can be self-enforcing. Rather, if contractualism is to be plausible, contractualists must provide arguments for two different conclusions. One argument must show that terms of agreement do not impose demands that we intuitively regard as unreasonable, so that they satisfy (2). The other must show that an agreement on those terms can be self-enforcing, so that the terms satisfy (4′).[[49]](#endnote-49) And so if the argument laid out above for C is sound, then one of the defining commitments of contractualism—which does not follow from its other defining commitments -- is that there are true psychological claims which connect the reasonability of terms of agreement and with possibility of an agreement on those terms that is inherently stable. Thus I take contractualists to have an independent, if generally unarticulated, commitment to the claim that human beings can be shaped so that our payoff structure favors honoring rather than defecting from an agreement on principles which satisfy (2), at least when they know others face similar payoffs.

 That psychological claim is about moral motivation and its development. But now note that contractualists could make any of a variety of assumptions about how moral motivation is elicited and sustained. In section III, I tried to give some indication of the assumptions Rawls makes. There is a reading of Kant, most prominently associated with John Hare, according to which Kant made very different assumptions. Briefly put: on Hare’s reading, Kant thinks that there is a “moral gap” between the demands of principles of right and our ability reliably to act on them. He reads Kant as saying we can develop and sustain the motivation we need freely to act from the moral law only with the help of divine grace.[[50]](#endnote-50)

 My aim is not to defend the point Hare finds in Kant. Nor is it to defend Hare’s reading of Kant, which I lack the textual knowledge to do. My point, rather, is that the claim which Hare imputes to Kant is not inconsistent with contractualism as such. Contractualists could support (4′) by making Rawlsian psychological assumptions, but they could also support it by making the assumptions Hare finds in Kant.

 If Rawlsian psychological assumptions were internal to contractualism, then perhaps there would be a good case to be made that they are internal to relational egalitarianism as well. But we need not take those claims as internal to contractualism. Not doing so opens the possibility that relational egalitarians could endorse the same variety of assumptions that are compatible with contractualism. Some make Rawlsian assumptions and argue that just institutions can sufficiently encourage effective motivations to honor the demands of relational egalitarianism. But it seems consistent with relational egalitarianism to deny that we can honor those demands and relate to one another as equals without the help of grace. This means that there can be – and if Hare is right, there may well have been -- forms of relational egalitarianism that draw on very strong religious, rather than very strong naturalistic, assumptions. A history of relational egalitarianism would have to be written with this possibility in mind.

 Second, I take it most contractualists endorse the secular form of contractualism, so that their defining commitments are (1), (2) and the assertion that there are true naturalistic psychological claims which support (4′). Since contractualists must make some such claims if they are to show that a just society is possible, such claims are of vital importance to the contractualist’s position. But how are these claims to be vindicated? Arguments might be brought forward to make a given set of psychological claims plausible, but it is hard to see how any such claims could be conclusively established. The disparity between their centrality to the contractualist’s position and the strength of the grounds that can be adduced for them suggests that the claims can be described as articles of the contractualist’s moral faith.[[51]](#endnote-51)

 In calling these claims articles of moral faith, I do mean to imply that either they are untrue or that they have religious content. Nor do I mean to imply that they are unreasoned, since there can be defenses of reasonable faith. I am, rather, making a point about their importance to the contractualist moral position, their logical independence from the contractualist’s other defining commitments and the fact that grounds for reasonable doubt about those commitments cannot be entirely removed. [[52]](#endnote-52) If this characterization is right then – since one way to reject contractualism to reject the assertion that (4′) can be supported – one way to reject it is to reject the contractualist’s moral faith.

 There are at least two forms this rejection could take.

 I said in section III that Rawls’s argument for (4′) depends upon the claim that institutions which satisfy the terms of the agreement reached in the original position can effectively encourage citizens’ desire to act from those terms and can shape them so that they judge doing so to be congruent with their good. Since those terms are terms of relational egalitarianism, his argument depends upon the claim that institutions which comply with those terms can effectively encourage those who live under to them to relate to one another as equals.

 Someone who objects to Rawls’s version of contractualist liberal egalitarianism might grant that we can identify norms which the institutions and practices of very small societies must satisfy so that their members relate on a footing of equality. And she might grant that those institutions and practices can effectively encourage members of those societies to act from those norms. So she might grant that in the case of very small societies, reasonability and stability coincide. If the norms for such societies define what Rawls calls “the morality of association”,[[53]](#endnote-53) then she grants that agreements on the morality of association can be inherently stable. The objector I am now imagining is concerned with the kind of large modern societies to which Rawls’s theory is addressed. In these cases, she denies that reasonability and stability can coincide. She may grant that there are terms of agreement of which it is intuitively plausible to say that they would, if satisfied, establish relations of equality among citizens of large modern societies. And she might grant that those terms would establish equal relations because they satisfy (2). But she might deny that the basic institutions of such societies can effectively encouragetheir citizens to relate to one another as equals. That is, she might doubt the Rawlsian grounds for (4′) by doubting Rawls’s moral faith in the educative power of the basic structure of modern societies. Indeed, that is one, though just one, of Gerald Cohen’s reasons for rejecting Rawlsian contractualism.[[54]](#endnote-54)

 A different objector might also grant that it is possible to identify principles would satisfy (2) but would deny that human beings are capable of freely relating to one another as equals regardless of social circumstances. This objector doubts the grounds for (4′) by doubting Rawls’s moral faith in the possibility of human goodness.[[55]](#endnote-55)

 Note that neither objector is committed to the conclusion, which Gerald Cohen and other luck egalitarians endorse, that there are *principles of justice* which cannot be the terms of inherently stable agreements. Neither objector is committed to this conclusion even if she accepts (1) and (2) and thinks it possible to identify some principle which satisfies (2). For (2) expresses a necessary condition of acceptance in a social contract. It is open to the objector to hold that there are other conditions for acceptance which principles that satisfy (2) must also satisfy but which the identified principle does not. Indeed, she could consistently hold that (5) expresses such a condition, provided she takes (5) to be a basic commitment of contractualism rather than a commitment that depends upon (4′) and the claims that are said to support it. In that case, the objectors would hold that though (1) is true and we can identify principles which satisfy (2), we cannot identify any which satisfy (1). She would then hold that there no principles of justice for the basic structure of modern society. The only terms we can hope to live by are those of a stable modus vivendi. This is the position of political realism.

 In the previous section, I argued that what I am now calling contractualism’s articles of moral faith are among its fundamental commitments. I remarked at the outset that we can gain insight into the structure of philosophical theories by trying to understand them contrastively. The contrast with political realism of suggests that the moral faith of contractualism is not just fundamental to it but is also distinctive of it. Contractualism may be distinguished from some other views by the interpersonal form of justification expressed in (1). But that at least some forms of contractualism are also distinguished by faith in the claims about human psychology that are appealed to to support (4′).

 Finally, a persistent puzzle for contractualism is how its adherents – who by definition accept (1) -- can consistently be relational egalitarians in domestic politics while endorsing realism or nonegalitarianism internationally.[[56]](#endnote-56) That question seems especially pressing because it is easy enough to think of egalitarian principles of global justice that seem, intuitively, not to impose unreasonable burdens on anyone and so to satisfy (2). The foregoing discussion of political realism suggests an answer.

 Contractualists accept (1) and (2), and can grant that there are principles about global distribution that satisfy the condition (2) expresses. But they might deny that there are psychological truths which would support the claim that principles of global justice satisfy (4′). They could deny it by denying that we have any idea who to construct institutions which could make us the kind of persons who would reliably act from such principles. More specifically, they could point out that the psychological claims which support (4′) in the domestic case postulate educational effects which depend upon certain features of domestic institutions -- such as the obvious pervasiveness of their effects, the frequency and publicity of their justifications, their influence on civic education and the public culture that has grown up around them. They could deny that international institutions, in their present state of development anyway, could have those features. If they also accept (5), on grounds other than (4′), they could thereby deny that egalitarian principles which purport to be principles of global justice could the object of an agreement which is self-enforcing. They could therefore deny that those principles are in fact principles of global justice because, though they satisfy (2), they fail to satisfy (5) and so do not satisfy (1).

 This is consistent with contractualists’ affirming that principles governing domestic distribution can satisfy (2) and be the object of self-enforcing agreements. In short, it is open to contractualists to say: reasonable moral faith in the educative power of institutions extends no further than national borders. It may be contended that justice extends beyond those borders, so that we in wealthy countries have duties of justice to the global poor. If that is right, then the justice we owe them would then have to be different in point and perhaps in kind from justice which aims at relational equality -- the difference marked by the fact that we do not know how to institutionalize its principles so as to render an agreement on them self-enforcing.

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1. ***Notes***

 I am especially grateful to Elizabeth Anderson, Peter de Marneffe, Gerald Gaus, Alasdair MacIntyre and an anonymous referee for *Social Philosophy and Policy* for helpful comments on an earlier draft. [↑](#endnote-ref-1)
2. Elizabeth Anderson, “The Fundamental Difference between Luck Egalitarians and Relational Egalitarians”, *Canadian Journal of Philosophy,* Supplementary vol. 36 (2012): 1-23. [↑](#endnote-ref-2)
3. The quotes in this paragraph are from Anderson, “Fundamental Difference”, pp. 1-3. [↑](#endnote-ref-3)
4. This is a possibility Anderson herself seems to acknowledge when she says that “*most* relational egalitarians follow a second personal or interpersonal conception of justification”; Anderson, “Fundamental Difference”, p. 3.

 [↑](#endnote-ref-4)
5. Anderson, “Fundamental Difference”, p. 4. [↑](#endnote-ref-5)
6. The interpretation is narrow because these could be views about how any moral claims, and not just claims of distributive justice, are to be justified; see Stephen Darwall, “Precis: *The Second Person Standpoint*”, *Philosophy and Phenomenological Research* LXXXI (2010): 216-28, pp.. 218-19. [↑](#endnote-ref-6)
7. Thus I understand them as views about what justifies inequalities, not about what inequalities are justified. Those who disagree about whether distributive principles are to be justified second- or third-personally could agree on which principles of distributive justice are correct. [↑](#endnote-ref-7)
8. Anderson, “Fundamental Difference”, p. 2. [↑](#endnote-ref-8)
9. Thus far, the commitment to second-personal justification seems to be compatible with different views about how wide the scope of justice is. One could hold that all normally functioning adult persons, just as such, stand in the kind of mutually authoritative relationship that creates obligations of distributive justice between them. Or one could hold that only those subject to the same basic structure stand in that relationship. I shall suggest below that further commitments of contractualism serve to limit the scope of justice. [↑](#endnote-ref-9)
10. See Stephen Darwall, *The Second-Person Standpoint* (Cambridge, MA: Harvard University Press, 2006), p. 300, whose work on second-personal justification Anderson describes as “definitive”; see Anderson, “Fundamental Disagreement,” p. 4. [↑](#endnote-ref-10)
11. T.M. Scanlon, “Contractualism and Utilitarianism”, in Amartya Sen and Bernard Williams, ed., *Utilitarianism and Beyond* (Cambridge, UK: Cambridge University Press, 1982) pp. 267-86, p. 276 and note 11. Darwall argues that Scanlon’s contractualism is rooted in a commitment to second-personal justification at “Contractualism Root and Branch: A Review Essay”, *Philosophy and Public Affairs* 34 (2006): 193-214. [↑](#endnote-ref-11)
12. See Darwall, *Second-Person Standpoint*, p. 301. [↑](#endnote-ref-12)
13. See Christene Korsgaard, “Autonomy and the Second Person Within: A Commentary on Stephen Darwall’s *The Second Person Standpoint*”, *Ethics* 118 (2007): 8-23. [↑](#endnote-ref-13)
14. After observing that “most relational egalitarians follow a second person or interpersonal conception of justification”, Anderson says “[t]his *follows from* their contractualism.” (“Fundamental Disagreement”, p. 3, emphasis added) The argument in the text supports the converse: that contractualism follows from a commitment to a second-personal conception of justification. Elsewhere Anderson seems to agree with this way of putting the point, saying of second-personal justification “This idea *underlies* contractualist formulas for principles of justice.” (“Fundamental Disagreement”, p. 5, emphasis added) [↑](#endnote-ref-14)
15. How that role is described, how the role played by principles of justice is related to the concept of justice, and what help conceptual analysis gives us in understanding the demands of justice, are all very important questions. Unfortunately I cannot explore them here. I take them up in “What Legitimacy Cannot Be” (forthcoming). [↑](#endnote-ref-15)
16. I therefore believer that relational egalitarians quite sensibly reject what Gerald Gaus describes as the “more orthodox view” that “morality is, at its *most basic level* pointless”; see his “The Egalitarian Species”, p. – , emphasis original. [↑](#endnote-ref-16)
17. Contractualists therefore accept a version of what Gaus calls the “Functional Desideratum” at “The Egalitarian Species”, p. -- . [↑](#endnote-ref-17)
18. On this point, and the point of the previous paragraph, see Thomas Nagel, “Moral Conflict and Political Legitimacy”, *Philosophy and Public Affairs*, 16,3 (1987): 215-240, p. 221-22. [↑](#endnote-ref-18)
19. See, for example, Darwall, *Second-Person Standpoint*, pp. 129-30. [↑](#endnote-ref-19)
20. Anderson is careful to avoid committing herself to any such claims for she allows, capaciously, that third-person justifications have “normative and factual premises”; “Fundamental Disagreement”, p. 2. [↑](#endnote-ref-20)
21. John Rawls, *A Theory of Justice* (Cambridge, MA: Harvard University Press, 1999) pp. 104-5. [↑](#endnote-ref-21)
22. Anderson, “Fundamental Disagreement”, p. 1 [↑](#endnote-ref-22)
23. The phrase ‘democratic equality’ is introduced at Rawls, *Theory of Justice*, p. 57. Those who read Rawls as individualist might doubt that he shares the relational egalitarian’s concern with the rectification of relationships. But this reading is a mistake. I cannot lay out the full argument against it here, but briefly: Rawls argues that we when we act from principles chosen in the original position, we express our nature as free and equal rational beings; see Rawls, *Theory of Justice*, p. 501. I believe that expressing our nature is adverbial: it is something we do or fail to do by the ways we act, including the ways we relate to others. If that is right one of the roles of Rawls’s principles is to say how we can relate to others in ways that befit our nature. For a different but complementary argument, see T.M. Scanlon, *Being Realistic About Reasons* (New York: Oxford University Press, 2014), p. 92. [↑](#endnote-ref-23)
24. Rawls, *Theory of Justice*, p. 103. [↑](#endnote-ref-24)
25. Rawls, *Theory of Justice*, pp. 132-33. [↑](#endnote-ref-25)
26. Rawls, *Theory of Justice*, p. 103, emphasis added. [↑](#endnote-ref-26)
27. Rawls, *Theory of Justice*, p. 497, emphasis added. [↑](#endnote-ref-27)
28. Rawls may seem to have repudiated that aim in his later work, where justification seems to be described as second-personal; see his “Justice as Fairness: Political not Metaphysical”, in John Rawls, *Collected Papers*, ed. Samuel Freeman (Cambridge, MA: Harvard University Press, 1999 ), pp. 388-414, p. 394. But I do not think the contrast Rawls means to draw in “Political not Metaphysical” is between third-personal justification and second-personal justification as Anderson and Darwall understand it. Moreover, I think it at least possible that instead of repudiating an ideal of third-personal justification, the passage reflects Rawls’s view that open avowal of that ideal would be misleading; see “Political not Metaphysical”, p. 401 note 20. [↑](#endnote-ref-28)
29. For this contrast, see Rawls, *Theory of Justice*, pp. 435-36.

 [↑](#endnote-ref-29)
30. Anderson, “Fundamental Disagreement”, p. 3. [↑](#endnote-ref-30)
31. At “Fundamental Disagreement”, p. 20, she says “For contractualists, the inability of principles to inspire a sense of justice is a sign that they are unreasonable.” [↑](#endnote-ref-31)
32. See Peter Vanderschraaf, “A Governing Convention”, *Rationality, Markets and Morals* (forthcoming). [↑](#endnote-ref-32)
33. See L.G. Telser, “A Theory of Self-Enforcing Agreements”, *Journal of Business* 53 (1980): 27-44, p. 28. [↑](#endnote-ref-33)
34. For example, Joseph Farrell, “Communication, Coordination and Nash Equilibrium”, *Economic Letters* 27 (1988): pp. 209-14 at pp. 209 and 212. [↑](#endnote-ref-34)
35. Rawls, *Theory of Justice*, p. 103. [↑](#endnote-ref-35)
36. Rawls, *TJ*, pp. 103-4. [↑](#endnote-ref-36)
37. John Harsanyi and Reinhard Selten, *A General Theory of Equilibrium Selection in Games* (Cambridge, MA: MIT Press, 1988), p. 81. Payoff-dominance is a stronger solution concept than what we might call a “Rawls equilibrium”, which in turn is stronger than a Nash equilibrium. A Rawls equilibrium is a Nash equilibrium arrived at by what might be called ‘repeated maximin selection’. We begin with the set of Nash equilibria and select the ones in which the payout to the least well-off player is maximized. We then select the equilibria from that set in which the payout to the next least well-off player is maximized, and so on. [↑](#endnote-ref-37)
38. Robert Aumann, “Nash Equilibria are not Self-Enforcing,” in Robert Aumann, *Collected Papers: Volume I* (Cambridge, MA: MIT Press, 2000), pp. 615-20. As Aumann explicitly notes at p. 556, his result concerns non-cooperative games. The difference between cooperative and non-cooperative games is that in the former, agreements can be enforced; see Aumann, *Collected Papers: Volume I*, p. 21. Can Aumann’s argument be exploited to show that agreements on terms which define a Rawls equilibrium are not *ipso facto* self-enforcing? Presumably so, but I haven’t tried. [↑](#endnote-ref-38)
39. I defend the following interpretation of Rawls in my *Why Political Liberalism? On John Rawls’s Political Turn* (New York: Oxford University Press, 2010). [↑](#endnote-ref-39)
40. Rawls, “The Sense of Justice”, in *Collected Papers*, pp. 96-116, p. 106. [↑](#endnote-ref-40)
41. Rawls, *Theory of Justice*, section 86. In later work “either congruent with, or supportive of, or else not in conflict with”; see John Rawls, *Political Liberalism*, (New York: Columbia University Press, 1996), p. 169. [↑](#endnote-ref-41)
42. Rawls, “The Domain of the Political and Overlapping Consensus,” in *Collected Papers*, pp. 473-96, p. 487 note 30. [↑](#endnote-ref-42)
43. Indeed the vast literature on Rawls’s treatment of public reason generally overlooks the fact that part of Rawls’s motivation in introducing the notion of public reason was to solve assurance problems; for a brief defense of this reading of Rawls on public reason, see my “Religion, Citizenship and Obligation” in *Rawls and Religion* (New York: Columbia University Press, forthcoming) ed. Tom Bailey. [↑](#endnote-ref-43)
44. Rawls, *Collected Papers*, p. 106. [↑](#endnote-ref-44)
45. Rawls, *Theory of Justice*, p. 154. [↑](#endnote-ref-45)
46. Anderson suggests as much when she says at “Fundamental Disagreement”, p. 20:

Contractualists seek stable principles, in the sense that common knowledge of general compliance with them will inspire people to comply out of their sense of justice. They will see everyone’s good affirmed and promoted by general compliance, and this congruence between the good and the right will reinforce their sense that the principles express reasonable demands and hence deserve their allegiance. This is the basis of contractualists’ concern with stability. [↑](#endnote-ref-46)
47. I am grateful to Peter de Marneffe for helpful correspondence about this point. [↑](#endnote-ref-47)
48. Rawls, *Theory of Justice*, pp. 156-7. [↑](#endnote-ref-48)
49. This is precisely what Rawls does in section 29 of *Theory of Justice*. There he argues, in effect, that his principles do not impose unreasonable demands by arguing that they would not engender strains of commitment. He then argues that those principles can generate their own support. See Rawls, *Theory of Justice*, pp. 153-54 and 154-55. [↑](#endnote-ref-49)
50. John Hare, *The Moral Gap* (New York: Oxford University Press, 1997) [↑](#endnote-ref-50)
51. It is, we might say, an article of contractualist faith that what Gaus calls the “Moral Sentiments Desideratum” can be satisfied by egalitarian principles; see his “The Egalitarian Species”, p. --. [↑](#endnote-ref-51)
52. Here I draw on the discussion of moral faith in Robert M. Adams, “Moral Faith”, *Journal of Philosophy* 92,2 (1995): 75-95. [↑](#endnote-ref-52)
53. Rawls, *Theory of Justice*, pp. 409-13. [↑](#endnote-ref-53)
54. See Gerald Cohen, *Rescuing Justice and Inequality* (Cambridge, MA: Harvard University Press, 2008), pp. 178-79, note 71. [↑](#endnote-ref-54)
55. For the view of human goodness that the objector rejects, see John Rawls, *Lectures on the History of Political Philosophy* (Cambridge, MA: Harvard University Press, 2007) ed. Freeman, p. 206. [↑](#endnote-ref-55)
56. Thomas Nagel, “The Problem of Global Justice”, *Philosophy and Public Affairs* 33,2 (2005): 113-47. [↑](#endnote-ref-56)