

Contractualism as Metaethics

Garrett Cullity and Nic Southwood

Scanlon's Question

What account can we give of what wrongness *is*, that can explain its reason-giving force?

The Contractualist Thesis: an action is morally wrong when and because it is ruled out by a set of principles that no one could reasonably reject as a basis for informed, unforced, general agreement.

Say that "the contractualist property" is the property of being ruled out by such principles.

Three Scanlons

1. "Contractualism and Utilitarianism" (1982).

We need (I) an unmysterious explanation of what wrongness is that (II) explains why it makes sense to care about this as much as, and in the way that, we do.

"what kind of fact could this supposed further fact of moral wrongness be, and how could it give us a further, special reason for acting?" (108)

The Contractualist Thesis is "a characterisation of the kind of property which moral wrongness is." (110) The property of wrongness *just is* the contractualist property.

2. *What We Owe to Each Other* (1998).

Scanlon's Qualification: the Contractualist Thesis only covers "what we owe to each other... a narrower domain of morality having to do with our duties to other people". (6)

Moral wrongness can be thought of as a "normative kind":

"the property of moral wrongness can be identified with a certain normatively significant property which is shared by actions that are wrong and which accounts for their observed normative features, such as the fact that we have reason to avoid such actions, to criticize those who perform them, and so on." (12)

3. "Wrongness and Reasons" (2007).

If contractualists and utilitarians are giving rival accounts of what the property of wrongness is, then they will be talking about different properties and therefore talking past each other.

The Contractualist Thesis describes "one particular way in which an action can be morally wrong, the way that involves wronging someone". (16)

Four Desiderata

Is there an interpretation of the claim that contractualism describes "a way of being wrong" that:

1. does not reductively identify wrongness with the contractualist property,
2. addresses Scanlon's Question,
3. respects Scanlon's Qualification,
4. and explains the relationship between (i) wrongness, (ii) the property of being an action that we owe it to others not to perform, (iii) the property of being an action that is not justifiable to others, (iv) the contractualist property, and (v) particular wrong-making properties, such as being gratuitously harmful, being deceitful, being the breaking of a promise, etc.?

The Wrong-Maker Interpretation

The contractualist property is either (a) among the set of the most general and fundamental wrong-making properties, and/or (b) the most general and fundamental *wronging*-making property.

But this isn't a contribution to metaethics, and won't answer Scanlon's Question.

The Determinate of Wrongness Interpretation

The relationship of the contractualist property to wrongness is that of determinate to determinable.

Is the relationship between (i)/(ii)/(iii)/(iv)/(v) a relationship between successively more determinate properties, like being coloured / red / scarlet / flame scarlet / deep flame scarlet? No.

We might instead say: (ii) = (iii) = (iv). These are same property, a determinate form of wrongness.

But this doesn't fit Scanlon's view, and invites a version of the talking-past-each-other objection.

The Metaphysical Ground Interpretation

The contractualist property is a metaphysical ground of moral wrongness: it metaphysically determines or constitutively explains the wrongness of actions.

But this does not help to answer Scanlon's Question: it does not demystify wrongness, and does not show how facts about wrongness or wronging can themselves be reason-giving.

The Wrong-Maker-Maker Interpretation

The Contractualist Thesis tells us what makes other properties wrong-makers.

But this again doesn't answer Scanlon's Question: it only cites a property that stands in the making-making relation to the property whose reason-giving force Scanlon wants to explain.

A Dilemma?

If the Contractualist Thesis is proposed as a reductive account of (one form) of wrongness, then the talking-past-each-other objection applies. If not, Scanlon's Question remains unanswered.

A Synthetic Proposal

"To claim that an action is wrong is to claim that it violates standards that we have good reason to take very seriously. What I was doing was trying, in very general terms, to describe certain standards in a way that also identified what I claimed was a good reason for taking them seriously as ultimate guides to conduct (namely, the justifiability of our conduct to others). My thesis was that these standards and this reason provide the best way of understanding a large and central class of cases of moral wrongness." (W+R 11)

(i) is the property of violating standards we have good reason to take very seriously.

(ii) is the property of violating standards we have reason (iii) to take very seriously.

(iv) is the property of violating standards that no one can reasonably reject as a basis for informed, unforced, general agreement: call these the contractualist standards.

An example of a contractualist standard is *don't gratuitously harm*—i.e., don't perform actions with the property of being gratuitously harmful, a property of type (v).

All and only the contractualist standards are the standards for which the reason for taking violations of them very seriously is that violations of them are not justifiable to others.

So complying with the contractualist standards is what we owe to each other.

This does not answer Scanlon's Question as he poses it; but it addresses (I) and (II).