
**Scanlon’s contractualism and the redundancy objection**

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A standard objection to Scanlon’s contractualism is that it is an unnecessary addition to ordinary moral reasoning. Call this the ‘redundancy objection’. The redundancy objection was originally put by Philip Pettit,1 but

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1 His argument was originally put forward in Pettit (1993). He writes: ‘it is hard to see why we do not take the right-making property of the structure to be the non-hypothetical property which recommends it to the contractors. It is hard to see why
has more recently been repeated by McGinn (1999: 35) and Blackburn (1999). The argument is basically this: moral wrongness is to be understood in terms of reasonable rejectability. According to Scanlon:

in order to decide whether it would be wrong to do X in circumstances C, we should consider possible principles governing how one may act in such situations, and ask whether any principle that permitted one to do X in those circumstances could, for that reason, reasonably be rejected. (1998: 195)²

The reasons for rejection are moral reasons, such as that my act would be unfair, or discriminatory, or something of the sort. But once we have these grounds for rejecting some principle of action, we seem to have all we need. Saying that these principles can reasonably be rejected doesn’t seem to add anything to the reasons we have for rejection. Michael Ridge describes the redundancy objection concisely as follows:

The basic idea is that whenever principles allowing an action are reasonably rejectable because such actions have feature F, such actions are wrong simply in virtue of having F and not because their having F makes principles allowing them reasonably rejectable. (2001: 472–73)³

I think that attention to the status of Scanlon’s contractualist principle shows his critics misunderstand what his principle specifies. Once we recognize this, we can see that he is not open to the redundancy objection as stated. Scanlon’s principle is not supposed to tell us what makes certain actions morally wrong, but rather to tell us what it is for these actions to be morally wrong. The principle does not, therefore, specify the ground of

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² Scanlon often formulates his principle differently. He often says that in deciding whether an act is wrong we should ask whether doing X in C is forbidden by principles that no one could reasonably reject (153). But in this paper I will use the permitted-by-rejectable principles formulation rather than the forbidden-by-unrejectable principles formulation, as this makes the redundancy objection clearer. As far as I can see, nothing of philosophical substance rests on this choice of formulation.

³ It should be noted that the redundancy objection is often mixed in with a different objection – what may be called the ‘Euthyphro Objection’. According to this objection Scanlon gets things back to front. An act is not wrong because it is reasonably rejectable, but is reasonably rejectable because it is wrong. See, for example, Pettit (1999), and McGinn (1999). What I say in this paper is relevant to the Euthyphro objection, though I do not intend to focus on this here.
moral wrongness, but the nature of moral wrongness. Consequently, it cannot be criticized because it does not add to those grounds.

But Scanlon’s view that the wrongness of an act gives us a reason not to do it, means that the redundancy objection will re-emerge. So in order to avoid this objection Scanlon must abandon his view that the wrongness of an act gives us a distinctive and strong reason not to do it. Abandoning this view, however, is by no means as damaging to his contractualism as conceding the point made by the original version of the redundancy objection.

1. The status of Scanlon’s contractualist principle

In this section I ask what the status of Scanlon’s contractualist principle is. In asking this question I am not asking how the content of the principle is to be understood, but am asking what this content tells us. Does it tell us the ground of moral wrongness, i.e. what makes certain acts morally wrong, or does it tell us the nature of moral wrongness – that is, what it is for some act to be morally wrong?

Scanlon addresses the status question in the Introduction of What We Owe to Each Other and in a footnote to §6 of chapter 4. It is most natural to understand him as offering an account of the most fundamental ground of wrongness. So understood, he would hold the view that ultimately what makes certain acts morally wrong is that they are permitted by principles that others could reasonably reject. But Scanlon puts forward two reasons for denying that the status of his contractualist principle should be understood in this way. The first reason is that this understanding would mean that moral wrongness would be a distinct property, distinct, that is, from the contractualist principle that grounds it. Since Scanlon thinks that the moral wrongness of an act gives us a distinct reason not to do it, if moral wrongness is distinct from the contractualist principle, then its reason-giving force will not have been explained.

… while one aim of my contractualist account is to give a general criterion of wrongness that explains and links these more specific wrong-making properties [such as being an intentional killing or the breaking of a promise], this is not its only, or even its chief, aim. It also aims to characterize wrongness in a way that makes clear what reasons wrongness provides, and this aim goes beyond saying ‘what makes acts wrong’, at least on the most natural reading of these words. (1998: 11)

The second reason he offers against understanding his contractualist principle as an account of the ground of wrongness is that this under-

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4 Throughout this paper I use ‘morally wrong act’ and ‘act which morally ought not to be done’ interchangeably.
standing would force us to regard wrongness either along Moorean lines, as an unanalysable normative property, or as the ‘higher-order property of violating (some other) important standards of conduct and therefore being open to (some other) serious objection’ (1998: 11). But Scanlon thinks there are problems with both of these alternative accounts of wrongness. The problem with the Moorean account is that it leaves unexplained ‘the reasons we have to avoid actions that are wrong and to criticize those who engage in them’ (1998: 11). The problem with the account of wrongness as a higher-order property is that it would mean wrongness is not a reason-giving property at all. It would, rather, be the property other properties have of providing reasons of a certain sort. But, he writes, ‘in at least a wide range of cases, the fact that an act is wrong seems itself to provide us with a reason not to do it, rather than merely indicating the presence of other reasons (although it may do that as well)’ (1998: 11).

I do not wish to take issue with Scanlon’s reasons for rejecting the idea that his contractualist principle specifies the ground of moral wrongness. My aim here is only to make clear that he does not understand this principle as specifying the ground of moral wrongness. His principle is supposed, rather, to tell us what moral wrongness is. Scanlon regards wrongness and his contractualist principle as identical. This identity is not plausibly thought of as analytic (1998: 9–10), so is best thought of as synthetic (1998: 11–12).5

Some of the statements he makes in the introduction are rather qualified, and so do not always make this identity clear. Sometimes it looks as though he is saying that his principle tells us both the ground of wrongness and what wrongness is (1998: 11). But elsewhere he makes his position quite clear.

The contractualist formula … is intended as an account of what it is for an act to be wrong. What makes an act wrong are the properties that would make any principles that allow it one that it would be reasonable to reject … (1998: 391, n. 21)

It therefore seems to me that contractualism and these other views are better described as rival accounts of the property of moral wrongness itself, rather than as differing accounts of the conditions under which actions have that property (1998: 12).

In these passages Scanlon is clear about the status of his contractualist principle. It does not tell us why we morally ought not to do certain acts (why it would be morally wrong to do them), but rather tells us what it is for them to be morally wrong. The ground of wrongness in any particular

5 This view shows that Scanlon is much more meta-ethically committed than he sometimes makes out.
case will be the consideration that we could cite in rejecting any principle that permits such acts.

2. The redundancy objection

We are now in a position to return to the redundancy objection. According to this objection Scanlon’s contractualist principle adds nothing to our ordinary understanding of why we morally ought not to do certain actions. Suppose we reject a principle that permits torturing other people for fun, on the ground that torturing others for fun is cruel. If we offer this consideration (cruelty) as our reason for rejecting this principle it seems that we would also offer this consideration as the basis on which we judge the act morally wrong – that is, as the ground of its wrongness – and vice versa (1998: 391, n. 21). But then it seems our view is that torturing others for fun is morally wrong just because it is cruel, and not because it is cruel and because its being cruel makes principles permitting such acts reasonably rejectable.

Once we recognize that Scanlon’s contractualist principle is supposed to tell us what it is for certain acts to be wrong, rather than tell us why those acts are wrong, we can see that the redundancy objection misses its target. Scanlon, we have seen, could (and does) agree with his critics, that the reason for reasonably rejecting a principle that permits torturing others for fun and the reason why it is morally wrong to do such acts are identical. So if the ground for reasonably rejecting a principle that permitted torturing for fun were that such actions are cruel, then cruelty will be the ground of the moral wrongness of such actions. Scanlon can agree with this because he is not offering his contractualist principle as an account of the ground of moral wrongness, but as an account of what moral wrongness is. The ground of wrong acts will be the considerations that could be cited in reasonably rejecting principles that permit them, and, clearly, that such principles could reasonably be rejected could not be one of those considerations.

There is, however, an issue about how to fit in the reason that wrongness provides us on this account. For so far I have been focusing on the reasons why some act is morally wrong, and arguing that Scanlon’s contractualist principle is not supposed to be found amongst those reasons. If it is not supposed to be such a reason, it cannot be criticized on the ground that it is not plausibly understood in this way. But we have also seen that Scanlon rejects the view that wrongness is simply a higher-order property stating that other features of morally wrong acts provide us with reasons not to do them. This is because he thinks the fact that an act is morally wrong itself provides us with a strong reason not to do it. In relation to torturing other people for fun it seems that Scanlon would say that:
(1) The fact that torturing others for fun is cruel (a) makes this act wrong and (b) provides us with a reason not to do it

and

(2) The fact that torturing others for fun is wrong provides us with a reason not to do this act.

Since Scanlon identifies wrongness with his contractualist principle, (1) and (2) can be understood as:

(1*) The fact that torturing others for fun is cruel (a) provides us with a reason to reject principles that permit such acts and (b) provides us with a reason not to do it

and

(2*) The fact that torturing others for fun is permitted by principles that others could reasonably reject provides us with a reason not to do this act.

But with (1*) and (2*) we seem to be back where we started. For Scanlon’s critics could once again insist that the only reason we have not to do such acts is provided by (1*). The fact that such acts are reasonably rejectable does not provide an additional reason not to do them. So (2*) is false and Scanlon’s contractualist principle is still redundant.

But although Scanlon is still vulnerable to the redundancy objection, he now has a way of escaping from it that enables him to retain his central claim. All he need do is abandon the view that wrongness is a reason-providing property – that is, he need only reject (2). Scanlon would be reluctant to do this as he has a very strong intuition that the fact that some act is wrong provides us with a distinctive reason not to do this act. But this intuition is not central to his contractualist theory, and nothing central to this theory depends on its truth. It is true that one of Scanlon’s aims is to ‘characterize wrongness in a way that makes clear what reasons wrongness provides’ (1998: 11). But if he abandons the view that wrongness is reason-giving he need not abandon this aim. All he need do is reformulate it. The aim could no longer be to characterize wrongness in a way that makes clear what reasons wrongness provides. It could, however, be to characterize wrongness in a way makes clear why the considerations that make acts morally wrong give us reason not to do wrong acts, and why these reasons have the importance and priority they do. If his contractualist principle can fulfil the original aim, then it will be able to fulfil the reformulated aim.

Once Scanlon has identified wrongness with his contractualist principle he must abandon his intuition that moral wrongness is reason-giving. For

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unless he does, he will be committed to the implausible view that the fact that some act is permitted by a principle that others could reasonably reject provides us with a reason not to do it over and above the reasons others have to reject this principle. Scanlon’s critics have not, I have argued, shown that his contractualist principle is redundant. They have, however, shown that there is good reason to think that reasonable rejectability does not provide a reason not to do some act in addition to the reasons for rejection. In doing this they show that Scanlon should abandon his view that wrongness is a reason-providing property.⁷

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References

Is there a Lockean argument against expressivism?
M I C H A E L S M I T H & D A N I E L S T O L J A R

1. Introduction

It is sometimes suggested that expressivism in meta-ethics is to be criticized on grounds which do not themselves concern meta-ethics in particular, but which rather concern philosophy of language more generally.¹ Frank Jackson and Philip Pettit (1998; see also Jackson and Pettit 1999, and Jackson 2001) have recently advanced a novel version of such an argu-

¹ The locus classicus is Geach 1956. For some more recent discussion see Horwich 1993.

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