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The Moral Nexus

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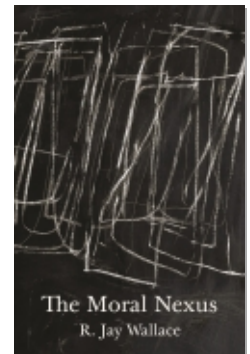
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From Interests to Claims

TO THIS POINT I have marshaled some considerations in favor of thinking about the moral domain in relational terms. Doing so, I have suggested, offers us the best hope of making sense of the characteristic normative features of morality, as it is conceived in the modern period. These features include, above all, the significance of morality for both individual deliberation and our social relations with each other. I have also discussed in general terms some of the challenges that are posed to the project of extending the relational model from the social contexts in which we first learn to operate with it to the entirety of the moral domain. Construed as a cosmopolitan framework for thinking about moral issues, the relational interpretation takes morality to consist in a set of self-standing obligations, which are not grounded in any antecedent relation in which agents stand to those who have claims against them. These obligations define duties that are owed to others, just insofar as they are persons with moral standing (in some still unspecified sense).

The present chapter takes up questions about the range and the internal structure of relational morality, understood along these general lines. I start (in section 5.1) with the question of what exactly it is to be a person with moral standing, in the sense relevant to the modern conception of morality. I suggest that it makes sense to proceed in two stages. We should start by thinking about the inclusive manifold of persons that modern morality defines as the set of persons who are capable of reciprocally recognizing the claims that they have against each other. Even here, as we shall see, there are grey areas that challenge our understanding of the extension of the moral nexus. But relational moral norms are capable, at least in principle, of playing both of their characteristic normative roles within the context of interactions between individuals who

are equally capable of bipolar thought. We can then, in a second stage, consider extensions of the manifold of moral persons to include individuals who might be bearers of moral claims against others, even if they are not capable of honoring such claims themselves.

I turn next to the role of individual interests within a relational conception of the moral. As we saw in chapter 1, individual interests are to be distinguished from moral claims (just as the notion of a harm to someone's interests is different from the normative notion of a moral injury). But at the same time, interests seem to have direct relevance to the moral claims that are held by individuals, as I also suggested in chapter 1. I explore this issue in section 5.2. Taking as a point of reference some discussions of interests in relation both to rights and to remedies in private law, I argue that we should reject theories that attempt to reduce relational normative notions to nonrelational interests. (In this respect, too, the moral nexus should be understood as a domain of self-standing relational norms.) But there is nevertheless reason to think that the interests of individuals are relevant to questions about their claims. The basic idea, I suggest, is that there is nothing that we owe to members of the inclusive manifold of moral persons if their interests do not stand to be affected, in one way or another, by our agency.

If the argument of section 5.2 is on the right lines, it follows that the task of moral deliberation could be characterized in the following terms: how do we get from premises about the personal interests of individuals to conclusions about their moral claims? I discuss moral reasoning, so construed, in sections 5.3 and 5.4. I argue, in section 5.3, that we need to distinguish moral reasoning, in this sense, from practical deliberation of a more generic kind. I also consider the role of specifically normative interests in relation to moral claims, as well as the connections between interests and moral wrongs and the role of deontic considerations in thinking about our moral obligations *sans phrase*.

In section 5.4, I take up the question of the nature of the moral reasoning that gets us from interests to claims. I suggest that there may be no general procedure that will be followed implicitly in all cases of correct moral reasoning; the result would be an intuitionistic interpretation of relational morality. But nonintuitionistic interpretations are possible, as well. I consider, in this connection, T. M. Scanlon's moral contractualism, arguing that it can be understood as a theory of relational morality, describing a general schema for moving from personal interests to claims; I also argue that this is fundamental to its philosophical appeal.

5.1. Defining the Manifold: Who Are the Claimholders?

I have made repeated reference to the modern understanding of interpersonal morality in this book, noting that it operates with a maximally inclusive conception of the individuals who count for moral thought. According to this conception, it is a basic desideratum for morality that we inhabit a world together with other persons who are “equally real” (to recall Thomas Nagel’s vivid expression), and whose interests are no less important than our own. I have also suggested, in section 4.3, that it is a distinct aspiration of universalistic conceptions of morality to identify obligations that are binding on a maximally extensive group of agents.

Translating these ideas into relational terms, the basic issue is about the domain of individuals who are linked through directed moral obligations and the claims that correspond to them. I have suggested that moral obligations, according to the relational conception of them, concern the claims that people have against us, just insofar as they are persons, equally real. But what, more precisely, is the definition of “person” for these purposes, construed as individuals who bear moral claims? And what is the extension of the class of agents on whom directed moral obligations are binding? In the idiom introduced by Michael Thompson, these are questions about the manifold of persons who are yoked together in the abstract and inclusive order of moral right, understood in relational terms.¹

In section 4.2, I argued that there is nothing that would block, in principle, our understanding the manifold of moral persons as including (at a minimum) all individuals capable of bipolar thought. In particular, we can make sense of the idea that members of such a manifold might converge in thoughts about the abstract moral norms that link them to each other, even if they are not antecedently connected through bonds of history or culture or species nature or metaphysical substance.² Thompson is skeptical about this possibility. But I argued, against him, that it merely requires a modest form of abstraction, whereby individuals who are capable of thoughts about a conventional order of bipolar right—such as Roman private law—step back from it in reflection, and conceive of themselves as individuals who are competent with some kind of bipolar thought or other. They then have a concept that can be applied generally to define a more extensive class of moral persons, and to pose questions about what each member of this extensive class owes to the others, just insofar as they are individuals equipped with the capacities for bipolar thought. This is a path along which individuals who are not antecedently connected to

each other might come to converge on thoughts about an abstract order of moral right that links them in a normative nexus of directed obligations and corresponding claims.

This strikes me as a natural place to begin when thinking about the manifold of moral persons under a relational conception of morality. That is, the minimal interpretation of the domain of persons over which cosmopolitan moral norms extend should be understood to include all individuals capable of thoughts about relational requirements of one kind or another. The rationale for this baseline interpretation of the manifold of moral persons is connected to the distinctive kind of normative significance that we have seen morality to have, both for agents and for other parties.

For agents, moral norms define practical requirements, which are registered in deliberation as presumptive constraints on agency. The relational approach makes sense of this dimension of the moral by interpreting morality as a set of directed obligations, defining things that we owe it to each other to do. The idea is that directed obligations of this kind are tailor-made to function as presumptive constraints on agency; they represent the original intuitive notion of an obligation, and are rightly understood to be considerations that define limits on our activities. They will be able to play this deliberative role, however, only for agents who possess the basic capacity to grasp bipolar normative thoughts about what one party owes to another. Furthermore, reflective agents who meet this basic condition would also seem capable in principle of grasping bipolar thoughts specifically about the moral obligations that they owe to other people. Thus, suppose I am right about the minimal exercise in abstraction involved in conceiving of oneself as a member of the class of individuals capable of bipolar thought. Then thoughts of what the members of this class owe to each other should be accessible to any individuals who belong to it, so long as they possess the capacities for reflection that are involved in elementary abstraction. These considerations make it reasonable to assume that relational moral obligations are binding, at a minimum, on all agents capable of entertaining relational normative thoughts.

The normative significance of moral obligations for other parties, I have suggested, lies in the provision of a normative basis for relations of interpersonal accountability. My argument has been that relational moral requirements are uniquely suited to this dimension of the moral. Insofar as such requirements connect to the claims of other parties, their violation would wrong the bearer of those claims, providing them with reasons for reactive and other forms of blame. As claimholders, however, individuals will be capable of

responding to such reasons only to the extent that they have the capacity for bipolar normative thoughts. They must be able to see themselves as holding claims against other parties, and to understand the actions of those parties as ones that are not merely wrong, but that wrong them. Furthermore, for reasons just canvased, reflective agents who are capable of grasping some bipolar normative thoughts or other should also be able, through minimal abstraction, to think of themselves as members of a manifold that includes all individuals capable of bipolar thought, and to entertain thoughts about what each owes the others in this capacity. This suggests that we should assume the class of bearers of moral claims to include, at a minimum, all individuals who are competent with the basic conceptual elements of relational normativity. For that is the class of individuals who will be able, at least in principle, to respond directly to the accountability-related reasons that are provided by the flouting of moral claims.

Nearly all biological human beings, I will assume, fall within the manifold of moral persons, understood along these lines. At least this will be the case as long as we take facility with some bipolar normative concepts or other to be a fairly universal accomplishment among adult members of our species in the contemporary world. I shall provisionally operate on the assumption that this is the case, while allowing that the assumption is subject to empirical investigation that could potentially put pressure on it. Even with this assumption in place, however, it will be noted that there are some individual humans who do not satisfy the minimal conditions I have articulated for inclusion in the manifold of moral persons. Infants and young children, for instance, do not yet have competence with relational moral concepts. And yet, on any plausible conception of morality, they are individuals whose interests should count for moral reflection, and who are bearers of claims against us. Similar remarks apply to the elderly and others who, through illness or infirmity, have lost the facility with bipolar moral thoughts that they once exhibited.

Here, it seems to me, it is natural to take account of the temporal dimension of the lives that are in question. Infancy and adult infirmity do not designate classes of persons, but phases in the lives of individuals who, in their prime, normally exhibit some reasonable degree of facility with thoughts about what people owe to each other. Individuals who satisfy this condition can plausibly be assigned moral claims, and these claims, once assigned, could include claims to moral consideration even during phases when the claimholders are not (yet) able to assert the claims on their own behalf. Thus, to take a sadly topical example, adults might naturally feel resentful about how they were treated as children by the caregivers and mentors who subjected them to sex-

ual and other forms of abuse long ago. Similarly, with adults who have become mentally infirm, we can intelligibly ask how they would have felt about the way they are now being treated (in the assisted living facility to which they have been sent, say) if they were fully aware of what was happening to them. In these cases, we are dealing with individuals who satisfy the basic conditions for inclusion in the core manifold of moral persons at some point in their lives; this seems sufficient to undergird the assignment to them of moral claims against others in the manifold at the points in time when their capacities for relational moral thought are attenuated or not yet developed.

There are two features of these examples that are worth pausing to emphasize. First, the treatment of them I have just proposed involves the assignment of claims to persons who, at the time when the claims are operative, may not be under any corresponding moral obligations toward others. This seems to me uncontroversially true of cases that involve early infancy, before capacities for coherent agency are even developed, and for later phases in a person's life when such capacities may have largely dissipated. It would be absurd to say that there are things that we owe to other people when we have lost our powers of deliberation and choice, or at a period in our development before those powers have even emerged.³ This shows the coherence of postulating asymmetries within a manifold of moral persons: there can be individuals who, at a given point in time, have moral claims against the rest of us, even if they do not at that time have obligations that they owe to us.

Another thing to note about these examples is that they are prime candidates for the application of the kinds of vicarious reactive thoughts that were discussed in section 3.4 above. Claimholders in the examples just considered are not able to assert their moral claims on their own behalf. But at the time when such claims may be flouted, it is open to the rest of us, acting on behalf of the bearers of the claims, to assert the claims for them, subjecting the wrongdoers to indignation and other forms of blame. This is an important resource that is made available by the relational account of the significance that obligations have for interpersonal practices of accountability. Applied to the recent examples, we might think of the vicarious assertion of claims to be on behalf of persons who are not yet, or who are no longer, able to assert claims for themselves. But this resource, once it is available to us, could also be brought to bear on other kinds of cases, in reference to claims assigned to individuals who are never able to assert them for themselves.⁴

One example of this kind involves individual members of our species who, through illness or genetic misfortune, will never be able to develop normal adult capacities for bipolar or other forms of normative thought. We might

think of children who contract a disease that will kill them before their capacities for speech and thought can be developed very far, or people with intellectual disabilities that would merit clinical classification as severe or profound. In these cases, individuals clearly have moral claims against us, and yet there may be no time in their life at which they are able cogently to assert the claims they have on their own behalf. In including such people in the manifold of moral persons, we might plausibly be understood to be taking implicit account of their species nature. They belong to a biological kind whose members normally develop capacities for bipolar normative thought, and the conditions that prevent the emergence of such capacities in these individuals should therefore be understood in relation to these norms, as conditions that damage them or impede their natural development.⁵ The vicarious assertion of claims on their behalf is a way of acknowledging this aspect of their situation. As individual human beings, they have a nature that non-arbitrarily situates them within the domain of moral claimholders, and our reactive responses to mistreatment of such individuals serve to acknowledge their standing as bearers of claims against others.

Here we extend the manifold of moral persons to include members of our species who will never acquire the capacities for bipolar thought that would equip them for relations of mutual recognition with other members of the manifold. But other kinds of extension are possible as well. Note, for one thing, that facility at bipolar thought is something that could be detached from membership in the human species. It is conceivable that there are rational creatures of one kind or another who are not human beings, but who nevertheless are able to entertain thoughts about what one individual owes to others. If there are such creatures, then it seems to me that they are straightforwardly eligible for membership in the manifold of moral persons, whatever else might be true about their species nature. They are both subject to moral obligations themselves, and bearers of claims against other members of the manifold. (For reasons that will become clear later in the present chapter, however, the nature of their claims against the rest of us will depend at least in part on the interests that can be assigned to individual members of this hypothetical kind.) We should also be prepared to include in the moral manifold artificial persons whose capacities for collective agency incorporate mechanisms for recognizing and responding to relational requirements. There are basic expectations that universities and private corporations owe it to their employees to live up to, for instance, something that becomes clear when we think about the resentment that people are naturally prone to when they are the targets of open

harassment or mobbing in the workplace. And there are duties that run in the other direction as well: one might naturally feel one owes a debt of gratitude to one's employer if the company or institution has gone to great lengths to accommodate a personal crisis one was going through at home.

But what about further extensions, beyond the class of individual or collective agents (of whatever species) who are competent at bipolar normative thought? Let us start with the agential pole of the moral nexus: the class of individuals who are subject to moral obligations. Is it reasonable to think that this class extends beyond the class of individuals capable of relational normative judgment? This seems doubtful to me. The characteristic normative significance of directed duties, as we have seen, is that of practical requirements, which are registered in deliberation as presumptive constraints on agency. But an individual who is not capable of grasping bipolar normative thoughts will eo ipso be insensitive to the very thing that warrants this deliberative response to them. It doesn't seem reasonable to me to suppose that obligations are binding on a creature who is in this way unable to appreciate their characteristic form of normative significance. I suggested in section 4.3 above that practical requirements are not among the normative phenomena that are auspiciously understood to be conditioned by the subjective desires of the agent who stands under them. But it does seem to be a condition for standing under a practical requirement that one should be capable of appreciating that feature of it that suits it to figure as a presumptive constraint on one's agency. In the case at issue, the relevant feature is one's owing it to another party to do something; but this is precisely the kind of thought that is available only to those who have the capacity for bipolar thought.

A different route to this conclusion proceeds by reflection on the claims that correspond to directed obligations. When agents are subject to such obligations, there are individuals who have claims against them to compliance with the obligations, and who are eligible to be wronged by them in cases of noncompliance. But is it so much as possible to be wronged by the actions of an agent who is not competent to grasp thoughts about relational obligations? This seems doubtful to me. In section 1.1, I suggested that there is an attitudinal component to moral wrongs that is often neglected in discussions of them. To wrong people is, at least in part, to act with disregard for the claims that they have against one; this in turn involves a recognitional failure to acknowledge either the significance of their claims or their standing as individuals who are bearers of claims. But I don't believe one can act with the attitude of disregard for the claims of others if one lacks the competence to grasp the relational

concept of a claim in the first place. An agent who is incapable of bipolar thought might be oblivious to the claims of others, but to be oblivious in this way is not to act with disregard for the claims that one fails to register. But if there is nothing an agent could do that would count as wronging another person, then it seems to me doubtful that that person really has claims against the agent, which is to say that the corresponding directed obligations are not really binding on the agent in the first place.

Philosophers sometimes maintain that blame can be a warranted response even in cases of actions done by agents who lack fully developed capacities for moral understanding and self-control.⁶ This may or may not be correct.⁷ But it seems to me that there is an agential capacity that represents a minimal necessary condition for warranted blame, which is elementary competence with concepts of relational obligation. Someone who lacks the capacity for bipolar thought will not so much as be capable of wronging other people; but as I argued in chapter 3, reactive and other forms of blame are precisely responses that are rendered fitting by the fact that one party has wronged another.

These considerations lead me to conclude that the manifold of agents who are bound by moral obligations extends only to individuals capable of bipolar normative thought. But what about the other pole of the moral nexus, that is, the potential claimholders? Here, it seems to me, things look different. We have already seen that our conception of the moral domain tolerates coherent asymmetries, cases in which we assign claims to an individual who is not at the time of the assignment subject to reciprocal obligations. Once this possibility is acknowledged, however, it seems very natural to entertain further extensions of the moral manifold, to include claimholders who are at no point in their normal existence capable of the forms of normative thought that would render them subject to relational obligations.

Plausible candidates for claimholders who do not stand under reciprocal moral obligations are many of the higher animals, insofar as they exhibit the following characteristics: (a) a conscious point of view on the world; (b) individual interests that are registered by the individual who has them, for example in a susceptibility to pain and pleasure; and (c) some capacity for structured protest against treatment that is inimical to the individual's interests, or otherwise unwelcome. The latter feature in particular seems to me interesting and significant, insofar as it enables us to understand our vicarious assertion of claims on behalf of the individual animal as continuous with more primitive (albeit nonnormative) reactions that it is capable of on its own behalf. In this

way, we can see the animal as incipiently in touch with the normative significance that claims have for those who bear them. They may not grasp that others wrong them, but they reliably track and recoil against the very actions of others that constitute wrongs against them.⁸

Having noted the plausibility of extending the manifold of moral persons in this way, however, I shall not further defend such an extension in this book. Controversy about the exact scope of morality is endemic, and it exceeds the remit of my discussion to attempt to resolve such controversy here. My main point, at present, is just that debates about this issue can cogently be situated within the framework of the relational approach, as debates about the manifold of moral persons to whom moral claims might be assigned, even if such claimholders do not stand under reciprocal moral obligations themselves.

Once we distinguish between the two poles of the moral nexus in this way, further questions can be asked about the connections between them. One such question concerns the possibility that the moral domain has a partially reflexive structure, so that there are claims that members of the domain have against themselves, and directed obligations that correspond to those claims. There are certainly cases where it is natural to suppose that morality imposes obligations whose basis lies solely in the effects of actions on the agents who perform them. Perhaps the most compelling examples come from the general area of so-called prudence: there is the imperfect duty to develop one's talents and make something of one's life; and the related duty to make adequate provision, to the extent it is open to one to do so, for the needs one will encounter after one's working life is over.

These putative self-regarding obligations are ordinarily described in a way that suggests directedness, insofar as we talk about them conventionally as duties *to* oneself. We owe it to ourselves, it is natural to suppose, to develop our talents and to make provision for our old age. Furthermore, we owe this to ourselves, just insofar as we are members of the manifold of moral persons, which makes it plausible to understand these duties as continuous with other moral obligations.⁹ At the same time, there are also features of the cases that make these natural assumptions somewhat puzzling.¹⁰ Most significantly, the actions and omissions that would count as violations of the duties involve voluntary activities of the very person who allegedly holds the claim that the duties should be complied with. In engaging voluntarily in those activities, aren't agents consenting freely to the things that are done to them? And doesn't this kind of consent serve to waive any claim they might have had that they themselves should have acted otherwise?

In thinking about these questions, it seems to me helpful to recall the temporal dimension of human life that was discussed earlier in this section. Thus, it is not at all unintelligible that you might look back on your earlier self, from the perspective of a later phase of life, with a feeling of personal grievance, and even resentment, about how you then comported yourself. Perhaps you squandered important opportunities, with the result that you are now in a much worse position than you otherwise would have found yourself in. The fact that the things you earlier did or omitted to do were voluntary seems irrelevant to the intelligibility of this later complaint. To make sense of this, we need to suppose that the perspective from which you might press a complaint on your own behalf against the earlier actions is not the perspective from which those actions may have been performed, but one that takes into account the broader arc of your life and the effects of your actions throughout its different phases. The grievance you have against your earlier self, at the later point in time, is based in the interests you have as a person whose life unfolds in time.

Such interests might in principle equally ground complaints about things that you do in your youth that are excessively deferential to the needs you will have toward the end of your expected natural lifespan. There is perhaps more room in such situations for the thought that your voluntary sacrifices amount to waivers of any claims you have against yourself, since the interests that are relevant to the claims are ones that are likely to be salient at the time when the voluntary actions are undertaken. But here, too, the complaint might sometimes get a foothold: it makes sense to think that you owe it to yourself to get out and enjoy your youth rather than spending all your days and nights in the library or the office, assiduously preparing for a future that might never even arrive.

5.2. Interests, Claims, and Moral Wrongs

In chapter 1, I noted that interests are distinct from moral claims. That this is the case is established by the familiar example of third-party beneficiaries from a promissory transaction. It might well advance the third party's interests if A keeps the promise that was made to B, but it doesn't follow from this that the third party has a claim against A to keep the promise. The claim, if there is one, is held by B, the promisee, and it seems that it is B alone who is eligible to be wronged by A through the breach of the promissory obligation.¹¹

Even if interests and moral claims are distinct notions, it is tempting to suppose that there is some connection between them. In section 1.1, I hazarded

a conjecture about how these notions might be connected; the suggestion was that moral claims, in the sense relevant to the relational approach, must be anchored somehow in the (nonnormative) interests of individual claimholders. In the present section, I wish to return to this conjecture, and to marshal some considerations in support of it. The leading idea will be that there is nothing specific that I owe to particular members of the extensive manifold of moral persons if it is not the case that the interests of those individuals stand to be affected, in one way or another, by exertions of my agency. In developing this idea, I shall also address the question of the kind of interests that matter to questions about the specific moral claims we have against each other.

The first thing I wish to emphasize is that it is no part of my project to propose that directed moral duties and their correlative claims can be analyzed in terms of nonrelational notions, including the notion of an individual interest. There is a lively debate about the nature of rights, for instance, which divides the landscape of theoretical options into “will” and “interest” theories. This debate is often understood to be one in which it is taken for granted that there are obligations or duties under different systems of norms, construed (for instance) as things that people ought all things considered to do, within those systems. Only some of these obligations have direction, in the sense of being owed to another party (in the way that corresponds to a right on the other party’s part to performance). The question, then, is what needs to be added to a generic obligation to make it one that is directed to another party, and to entitle us to say that that party has a corresponding claim right?¹²

Proponents of the will theory appeal in this connection to some notion of normative discretion on the part of an individual who is the beneficiary of the dutiful action, including a power to enforce the obligation, as well as the power to waive it (or to waive the duty to compensate in case of nonperformance). A theory of this kind is often attributed to H. L. A. Hart, who characterizes the bearer of rights as a “small scale sovereign.”¹³ Interest theorists, by contrast, interpret directed obligations as ones that in some sense serve to benefit another individual in particular, who can be taken to be the bearer of a claim right to performance on the agent’s part.¹⁴ There are familiar cases that are standardly recognized to present challenges to each approach, raising doubts about their extensional adequacy. For the will theory, these include rights that we intuitively think of as being inalienable (such as the right not to be enslaved), as well as duties that are owed to persons who are not competent to exercise discretion as to their performance. For interest theories, challenges are posed by cases, such as that of the third-party beneficiary to a promise, in

which individuals stand to benefit from dutiful actions without intuitively having a right that they be performed. There are also cases in which we assign rights to individuals who will not themselves benefit on balance if the corresponding duties are carried out (such as the legal right of parents to receive support payments for their children). Taking these challenges as a starting point, philosophers have gone on to propose other theories of rights that distinguish in different ways between the directed and the nondirected duties, and that are designed to cope better with the problem cases.¹⁵

But the relational account I am developing is not meant to be a competing theory within the parameters of this debate, for several reasons. First, analyses of rights and directed duties are often meant to apply to any domain in which these notions might gain application, including legal, institutional, and even sporting rights (such as those assigned to players by the rules of the game of rugby). But I am primarily attempting to elucidate a distinctively moral notion, one that helps to define the subject matter of interpersonal morality. Second, as I noted in chapter 1, relational moral duties do not, as I understand them, correspond to assignable rights on the part of other individuals, but are connected instead to a more general notion of a relational claim. Finally, and perhaps most significantly, I do not take it as given that there is a well-understood notion of a generic moral obligation that admits of both directed and nondirected variants (so that there is a theoretical challenge we face of identifying the further factor that will distinguish the directed from the nondirected moral duties). Rather, I appeal to the relational model of directed duties and corresponding claims to make sense of the standing of morality as a source of obligations in the most basic sense, construed as considerations that enter deliberation in the guise of presumptive constraints.

The appeal to interests as bases of claims, then, should not be understood as a variant of the interest theory of directed obligations. In particular, I am not maintaining that individual interests represent differentia that might help us to distinguish the directed from the nondirected moral obligations. Nor do I propose some other kind of theory that might aspire to reduce moral claims and the directed duties corresponding to them to individual interests. One might attempt to justify a given assignment of claims and directed duties to individuals, for instance, by an argument in the style of indirect consequentialism, to the effect that the basic interests of those individuals would best be served, on balance, by the proposed assignment. This and other approaches exhibit familiarly reductionist ambitions, insofar as they attempt to elucidate

the relational notions of a directed duty and a claim through a stretch of normative argument or conceptual analysis that appeals exclusively to nonrelational elements, such as those of an individual interest. But my approach to relational moral obligation does not share this reductionist aspiration. I am content to take the notion of a relational normative nexus as a kind of theoretical primitive, and to see how far we can understand impartial morality as a domain that is structured in terms of a determinate relational nexus of this irreducible kind.¹⁶

The thesis I have put forward about the connection between moral claims and individual interests is meant to be internal to the order of moral right that is structured in relational terms. Even if claims cannot be reduced to individual interests, it might still be the case that one can have a moral claim against other agents that they should act in a certain way only if one's interests stand to be affected by what they do. This is the basic idea that I should like to pursue in what follows.

The intuitive idea behind it is this. Let us suppose, in accordance with the argument of section 5.1, that the inclusive manifold of persons who are potentially linked by directed moral duties and claims includes, at a minimum, all individuals who are capable of bipolar normative thought. It seems deeply implausible, even with this assumption in place, that there is anything in particular that I owe morally to many of the people in this extensive class. For all I know, there may be contemporary moral persons in the relevant sense who inhabit solar systems light years away from ours, and who are not liable to be affected, in one way or another, by anything that I might or might not do. My firm conviction, about such a case, is that such beings would have no specific moral claims against me, even if they are members of the moral community in the relevant sense (and so potential bearers of claims against me, as well as directed duties toward me). A perhaps even clearer example of the same point concerns our relations to other moral persons on our planet who were alive generations before us, and who therefore do not stand to be affected causally by how we conduct our lives in the here and now.

My reference to interests as bases for moral claims is, in the first instance, meant to be a placeholder to mark the class of effects that an agent's actions have to be capable of having on another party in order for that party to have a specific claim against the agent under the order of moral right that unites them. The suggestion, in these terms, is that even if A and B are both moral persons in the relevant sense, A can have a specific claim against B only if A's interests

would be affected negatively by B's failure to honor the claim. This condition is not satisfied in the examples given above, of individuals competent at bipolar normative thought who are extremely remote from us in place or time, and who are therefore beyond our sphere of causal influence. Note, however, that this condition might well be asymmetrical in the relations between any two given individuals. Perhaps we are unable to affect the interests of the denizens of the remote planet, but they might have science-fiction style technologies that would enable them to affect our interests. The point is even clearer in cases that involve temporal distance. There is generally little that we can do to affect the interests of our remoter ancestors.¹⁷ But it is open to the members of each generation to do things that could potentially have a significant impact on the interests of their descendants. They might, for instance, heedlessly damage the planet's environment or climate in ways that will foreseeably inflict serious hardship on members of future generations.

That is the basic intuitive thought. To make it more precise, however, we need to say more about the conception of an individual interest that it operates with. It is a familiar point that the notion of an interest ranges extremely widely. On one end of the spectrum of cases to which it might apply, it is connected closely with what we might think of as individual well-being. One's interests, in this very narrow sense, are those aspects of one's life that are directly relevant to the question of whether one is faring well or badly. These include both subjective elements, such as freedom from pain, a sense of satisfaction or enjoyment in one's activities, and so on, as well as more objective elements, including one's physical and mental health and good functioning. On the opposite end of the spectrum, interests might be construed to include virtually anything that an individual takes an interest in. If you care that progress should be made in reducing the incidence of malaria in tropical countries, then the success or failure of efforts in this direction would count as affecting your interests in the expansive sense, even if you are not yourself at any risk of contracting this disease.

The notion of an interest that seems intuitively relevant to questions about moral claims is intermediate between these two extremes. To begin, it is not to be equated with the expansive concept of an individual interest, for the reason that the expansive interpretation does not track the distinction that is our target. The idea is that another individual in the manifold of moral persons cannot have a specific claim against me unless that individual is apt to be affected in one way or another by what I might do. But if I can affect another person, in the relevant sense, simply by affecting things that he or she happens

to take an interest in, then the set of moral claims that we potentially have against each other threatens to expand much more widely than is plausible. Thus, the denizens of the distant planet to which I earlier referred might take an interest in the flourishing of all members of the manifold of moral persons, wherever they might happen to reside. It would then follow that we could affect their interests, in the expansive sense, by acting in ways that enhance or reduce the well-being of the contemporary human beings who inhabit our own planet. But this is not the kind of effect that seems plausibly to ground a claim on the part of the extraterrestrials to our treating our fellow humans better rather than worse; this is not something that we owe specifically to them.

At the same time, the narrow conception of an interest also seems inadequate to the purposes at hand. That this is the case was already made apparent by the discussion of Mikluko-Maklay's promise in chapter 1. In that example, Maklay's Malay servant wishes to be assured that the anthropologist will not photograph him, believing that it would damage his spirit if this were done, and Maklay provides the sought-after assurance by promising that he will not take a picture of the servant. The servant now has a promissory claim against the anthropologist that he not be photographed by the anthropologist. And yet that claim cannot be based in the servant's concern for his own well-being, since it would not cause the servant any real physical or spiritual harm if (for instance) Maklay were secretly to take a picture of him while he was napping. In discussing this example in section 1.1, I suggested that there are interests of the servant's that nevertheless seem relevant to the assignment to him of a promissory claim. These include the servant's interest in autonomy—in determining for himself what uses are to be made of his person and his body—as well as distinct interests he has in obtaining assurance from other people that they will act in ways that respect such concerns as these. But what makes these interests potentially relevant to the assignment of claims to individuals, when the expansive conception of what an individual might take an interest in is not?

An important feature of the autonomy and assurance interests, it seems to me, is that they are personal interests in a reasonably familiar sense. They are interests one has in how one's own life goes, identifying things one cares about for one's own sake, so to speak. Thus, the uses that are made of one's own person and one's bodily image, and whether these uses accord with one's wishes regarding them, are aspects of one's personal biography. So too is the fact that one has obtained assurance from another individual that a certain use would not be made of one's bodily image. It has an effect on the character and

quality of one's own life (or at least a stretch of it) if one can "rest assured" that one's wishes in these matters will be respected. These are aspects of one's own biography, even if they are not things that directly affect one's physical or mental well-being in the narrow sense. In taking an interest in such questions, the servant is betraying a concern for what happens to him, and for the potential effects of others' actions on how his own life goes. This is the kind of interest, it seems to me, that intuitively bears on the question of whether an individual can have a moral claim against another agent. In order for there to be something in particular that I owe to another moral person, there must be some difference that my actions might possibly make to what happens in that person's life, some effect I might have on aspects of that person's own life that matter to him or her.

The basic idea, then, is that moral claims must be based in some way on the personal interests of the claimholder. This is not to say that moral claims are reducible to the personal interests of claimholders or that these notions are otherwise equivalent to each other. As we have already seen, one can have all manner of personal interests regarding the character of one's own life that do not give rise to corresponding moral claims. The case of the third-party beneficiary is a salient example of this kind, though there are many others as well. It follows that to have a specific claim against someone that he or she should do *X* is not merely to have a personal interest regarding one's own life that would be affected adversely if the person were to fail to do *X*.

What we can perhaps say is the following. Your having a personal interest that stands to be affected adversely by something an agent might do or refrain from doing raises the question of whether the agent owes it to you to avoid affecting you in this way. This is why the moral persons whose lives are completely outside the scope of our causal influence do not have specific moral claims against us; insofar as their personal interests cannot in any case be affected by our actions, the question of what in particular we might owe it to them to do does not even arise. Nor is this thought at odds with the thesis, emphasized in chapter 4, that the moral nexus, properly construed, represents a domain of self-standing normative requirements. The present thought is not that a specific complex of moral duties and claims must be based on an antecedent causal relation that the parties stand in to each other. It is, rather, that such a complex presupposes that the claimholder's personal interests are liable to be affected, in one way or another, by exertions of the other party's agency. This is a condition that can be satisfied even in reference to two individuals

who have not previously interacted in any way at all: consider, again, the gout-afflicted stranger I encounter on my path along the sidewalk as I walk to work.

Furthermore, in those cases in which individuals have specific moral claims against us, we can justify the claims, at least in part, by reference to personal interests of theirs that underlie them. Our sense that they have a moral claim against us to do X, and that we owe it to them to honor this claim by X-ing, is illuminated by understanding the ways in which a failure to do X would have an adverse impact on some personal interest of theirs. That interest will figure saliently, for instance, in a specifically moral argument for the conclusion that we are under a duty to do X that is directed to them.¹⁸ A natural line of thought here is that a duty is directed to another party only if the considerations that go into establishing the duty center around that party, and it is personal interests of the putative claimholder that will be prominent within such a person-involving justification. Moral claims will be grounded in a personal interest of the claimholder, then, in a justificatory rather than a metaphysical or an analytical sense.

This idea about the justificatory basis of moral claims in personal interests connects to the relational moral ideal that was discussed in section 4.4 above. I have described that ideal as realizing the value of interpersonal recognition, which involves two components: acknowledgment of the standing of other persons, as individuals to whom consideration is owed; and the ability to justify oneself specifically to those individuals, insofar as they might be affected by the things we do. But both of these aspects of interpersonal recognition seem helpfully developed by appeal to the personal interests of claimholders. The consideration we owe to moral persons is plausibly understood as recognition of them as individuals who take an interest in how their own lives might go. We show due regard for them as such individuals, insofar as we appreciate the ways in which their personal interests might give rise to claims against us, and conscientiously strive to respect those claims as constraints on our own behavior. Similarly, we can justify ourselves specifically to other individuals when we take their personal interests into account as potential bases for objecting to things we might do, and respect the claims of theirs that are based in such personal interests. These aspects of interpersonal recognition help us to understand why the ideal makes no specific demands on us in cases in which other moral persons lie completely outside the causal range of our agency. When this condition is satisfied (and we are aware that it is satisfied), then anything we might do will be capable of being justified to the other parties by

reference to their personal interests, and hence compatible with due regard for them as individuals who bear such interests.

If interpersonal recognition in this way privileges the personal interests of claimholders, however, it does not follow that the bearers of claims will necessarily follow suit in their decision-making about their own lives. There are many other-regarding and impersonal things that individuals might care about, representing interests in the expansive sense noted above. Among these are some things that they may attach greater importance to than they do to the personal interests that matter to relational morality. And even within the class of personal interests, those that end up giving rise to relational moral claims might not always be the ones that matter most from the perspective of the bearer of the interests. Thus, it seems we have moral claims of some kind to assistance in meeting our basic human needs, but not necessarily to aid in pursuing our personal ambitions; this is true, even if we are ourselves willing to sacrifice some of those same needs in order better to advance our aspirational ends (our project of base jumping from alpine cliffs, for instance, or of obtaining publicity for the cause of eradicating malaria).

This is a familiar point that pertains in some version or other to many different conceptions of the moral realm.¹⁹ In application to the relational approach, it suggests that the underlying concern for the effects of our actions on other individuals reflects priorities that sometimes diverge from the priorities of the individuals in question. This can seem paradoxical, but it is perhaps only to be expected, given the special features to which a conception of interpersonal morality is answerable. The perspective from which we engage in reflection about what we owe to other moral persons, construed as individuals whose interests are of equal importance, will of necessity define a distinctive standpoint of deliberation. In particular, the significance that is attached to personal interests within such reflection is different from the significance we attach to the same interests when we set priorities for our own lives. It is morally permissible for us to sacrifice some of our basic needs in pursuit of our aspirational ends, even if we cannot demand that others should be conscripted into these pursuits on our behalf.

In section 1.1, I noted that philosophers sometimes appeal to normative interests to make sense of moral claims. In discussing the case of Maklay's promissory obligation, for instance, it has been suggested that the servant's claim against the anthropologist must be grounded in some interest of this kind, since by hypothesis the violation of the promise would not in fact harm the servant or make him worse off than he otherwise would have been.²⁰

Against this suggestion, I have noted that there are personal interests of the servant's that are nonnormative in their content, and that might help us to make sense of the promissory claim in this case, including autonomy interests and interests in assurance.

Having said that, however, I do not wish to deny that interests with normative content are ever relevant to the justification of moral claims. Some of our personal interests, about how our own lives go, are also normative interests, and these can have a bearing on questions of what we are owed by others. We have a personal interest, for instance, in being treated fairly, and this might be the basis for a moral claim we have not to be singled out arbitrarily in decisions about who among us will bear the burdens necessary to advance a common aim. Maybe one member of the commune needs to stay home to look after the kids and the dog over the weekend while the others participate in a project-related retreat, and everyone is equally disinclined to take on this responsibility. In this context, it would be wrong for the majority in the commune to assign this task to the person who happens to be out shopping for that evening's meal; the person who had in this way come to have the assignment could rightly complain, on her own behalf, that the others had not treated her fairly.²¹ (A better procedure would be to ensure that members take turns at doing the burdensome tasks of this kind that regularly come up, or to draw lots if such situations rarely arise.)

5.3. Moral Justification and Moral Reasoning: From Interests to Claims

There is, however, one kind of appeal to normative interests that strikes me as problematic in the context of justifying moral claims. This is the strategy that would justify the assignment of a claim to an individual by appeal to the interest that the individual has in being the bearer of just such a claim. Normative interests of this kind count as personal interests in the sense I have distinguished. They are interests specifically in the character of one's own life, insofar as they reflect a concern not that a given claim should generally obtain among the members of the broader community of moral agents, but that one should oneself have the claim in question. Furthermore, normative interests with this content are sometimes mentioned as considerations that could potentially justify the assignment of claims to the individual who has the interest. Thus, Joseph Raz has written that "[s]ome rights may be based on an interest in having those same rights." This suggestion has been taken up in recent work on the

nature and sources of promissory obligation, specifically to account for cases such as Maklay's, where breach of the promise would allegedly constitute a "bare wrong" that doesn't harm any nonnormative interest of the promisee.²²

Let us call the personal interests that feature in this approach "claim interests," since they are not merely interests with some normative content or other, but interests in having a specific moral claim against other people. I believe that people do have such claim interests, and there may be conceptions of practical justification within which they have an important role to play.²³ I also believe there is a different but related normative interest that is significant in view of the relational conception of morality. This is the personal interest we have, not in bearing some particular moral claim or other, but in being a member of the manifold of moral persons, in the sense of being an individual to whom moral claims are in general attributable. To be a person in this sense is to have a valuable interpersonal status, one that might be described—using a suggestive, if also somewhat imprecise term—as inviolability.²⁴ It is a systemic feature of the relational conception, insofar as one of its distinctive aspects is the assignment of claims to individuals, that it confers on them this significant interpersonal status. It thereby speaks to the interest we all have in being persons to whom moral claims are in principle assignable.

But the relational conception of morality leaves little scope for claims that are justified directly by reference to the distinct interest an individual might have in bearing those very claims (to echo Raz's formulation). Within the relational conception, I have suggested that moral claims must be based somehow in personal interests of the individual to whom they are assigned. The reasoning that explains why a given claim obtains must make reference to the personal interests of the individual who is its bearer. Only an argument of this kind will be equipped to make sense of the idea that the corresponding duty is owed specifically to that individual. Note, however, that the moral claim that is assigned to the individual is a claim, held against the agent, that the agent should comply with the corresponding duty. This is what the agent owes it to the claimholder to do. Note, further, that the flouting of the duty by the agent would not merely be wrong, but something that wrongs the claimholder in particular, leaving the latter with a privileged basis for complaint. This is the specifically interpersonal dimension of relational morality that was discussed extensively in chapter 3 above.

It is a reasonable expectation on moral justification that the considerations that explain why a moral claim is assigned to a given individual should illuminate these further relational features of the assignment, as well. They should

explain why it is important to the claimholder that the agent should conscientiously strive to live up to the duty that is owed to him or her, and also why the flouting of the duty should leave him or her with a privileged basis for complaint about the agent's conduct. But these expectations will not be satisfied by moral justifications, within the relational framework, that appeal directly to claim interests.

To make the problem concrete, let's return to the example of promissory obligation. We are looking for a moral argument in support of the conclusion that promisors generally owe a duty of promissory fidelity specifically to promisees. For the purposes of discussion, we may grant here that individuals in the situation of promisees typically have interests in bearing claims against promisors to performance. Can we appeal to these claim interests of promisees to support their having such relational claims to promissory performance, in fact?

The first thing to observe is that an argument with only these elements would be excessively short-winded. A successful justification of moral claims will have to take into account *some* considerations beyond the personal interests of the putative claimholder; this is a general feature of relational justification, to which I return below, and does not pertain exclusively to arguments in which claim interests figure centrally. Moreover, the additional considerations that are adduced within a complete justification need to be such as to neutralize the danger of rampant bootstrapping that is posed by the strategy of appealing to claim interests. After all, it is not in general plausible to suppose that we have moral claims whenever we have an interest in bearing such claims. I may have an interest in its being the case that members of my local community owe me one-tenth of their net income; and yet it hardly follows from my having this interest that I have a genuine moral claim against them that they should surrender this percentage of their income to me every month.

Having raised these general difficulties, however, I shall now set them aside, assuming that there will be a way to supplement the appeal to claim interests within moral argument, so that moral claims are not assigned to individuals too promiscuously. Still, within such supplemented moral justifications, it remains the case that the personal interests of an individual must elucidate the assignment of a moral claim to that individual, providing a basis for that assignment. And I now wish to argue that claim interests are ill suited to play this role.

Claim interests might help us to make sense of the fact that an individual is the bearer of a normative claim, considered just in itself. They are, after all, personal interests that individuals have in possessing such a claim, so they are

interests of the individuals that would be advanced if the claim were in fact assigned to them. But these interests do not illuminate the further relational features that go into having a moral claim. The claim interests of individuals will be fully satisfied when the claims are assigned to them, for they are personal interests in the obtaining of just that normative state of affairs. But those claims, once assigned, will continue to obtain, regardless of whether the agents against whom they are held fulfill the duties that are owed to the individuals who bear the claims. Insofar as this is the case, however, we cannot appeal to claim interests to make sense of the importance to claimholders of agents fulfilling the duties that are owed to them; nor can we understand in these terms why claimholders have a privileged basis for complaint about such nonperformance. These elements of the specific moral nexus that obtains are not illuminated by the appeal to claim interests; the interest in having a specific claim, once it is isolated, is not affected in any way by facts about whether the claim in question is honored or flouted.²⁵

True, it would be possible to appeal in this context to generic second-order interests that individuals might have in the satisfaction of their moral claims. If there are such generic interests, then they could conceivably figure in a two-stage procedure of moral argument. In the first stage, claim interests would be cited to justify the assignment of claims to specific individuals. And once those claims are assigned, it could be argued, in a second stage, that the individuals' generic interest in the satisfaction of their claims serves to illuminate the other features of the moral nexus that require explanation. The generic interest could help us to understand the importance individuals attach to having agents honor the duties that are owed to them; and it could potentially provide, as well, a basis for the privileged complaint that claimholders have when they are wronged.

But there is something unsatisfying about a story along these lines. For one thing, the account it proposes of the structure of our personal interests seems implausible. The suggestion is that the primary interest of individuals that figures within at least some moral arguments is the normative interest they have in the assignment of a given claim to them. Their interest in fulfillment of claims, according to the picture, is derivative from this primary interest, and enters the account only after the moral claim has been assigned. But this seems to reverse the order of priority between our normative and our nonnormative concerns. We care that our claims should be honored, because we care about the things that ground those claims in the first place (such as our bodily integrity, our capacity to shape our lives through our own agency, our ability to trust

those we interact with, etc.). For another thing, the second-order interests that the two-stage strategy relies on seem too generic to capture the specific moral complaint that individuals have when their claims are disregarded. That complaint is not that the agent has flouted some claim or other, but that the agent's action shows a lack of consideration for the first-order interest at stake in the assignment of the particular claim that is at issue.

For these reasons, I am skeptical about direct appeals to claim interests within the framework of the relational conception. As I remarked above, the personal interests of ours that justify the assignment of a moral claim to us should also help us to understand why we care about whether the claim is honored, and what our privileged complaint is against those who flout the claim. For instance, a personal interest in autonomy or in assurance might justify the assignment to promisees of claims against promisors to performance. But the very same considerations seem to make sense of the interest promisees take in having promisors honor the duties that are owed to them, as well as the specific complaint they have against promisors when they fail to do so. In disregarding the promissory obligation, delinquent promisors are disregarding the very interests of promisees that ground the directed obligation in the first place; this contributes to our understanding of how the different parts of the specific nexus created by the claim and the corresponding duty fit tightly together.

I use the expression "disregard" in this connection advisedly. The personal interests in which moral claims are based provide a basis for complaint by the claimholder in cases of wrongful action. But the complaint is not simply that the interests in question were not satisfied. To see this, return to a case introduced in section 3.1 above, in which I promise to meet you at the Pilates class, but end up failing to be there on account of a malfunction in the service that maintains my online calendar, or a breakdown on the subway I am using to get to the class. Your claim against me that I should keep my promise might be based in part in your personal interest in being able to rely on me to accompany you to the class, and in the case at issue, this interest is not in fact satisfied. But this alone does not give you an entitlement to resent me for my failure to show up to the class as promised.

Though your interest was not satisfied in this case, I nevertheless gave it full and appropriate consideration in my deliberations about what to do, treating the obligation to which it gave rise as a presumptive constraint on my activities (by entering the commitment conscientiously into my calendar, scheduling other activities around it, taking appropriate precautions to get to the

appointed place on time, etc.). The most we can reasonably expect of people is that they show due regard for our claims and for the personal interests of ours that are their basis. This is connected to a point I have made repeatedly, which is that only when this attitudinal condition is not met can we be said to have been wronged by the actions of another party, or to have suffered a specifically moral injury.

To have due regard for the moral claims that others have against us, we must first be able to identify what those claims are. There is a distinctively moral form of reasoning or reflection that is suited to this purpose, which involves, on the general approach I have been sketching, a characteristic movement of thought, taking us from personal interests to the assignment of moral claims. There are many different ways in which the options for action that it is open to us to choose might affect, both positively and negatively, the personal interests of other parties. Identifying these effects perhaps serves to define a class of people who might well have specific moral claims against us, raising the question, as I put it earlier, of what in particular we owe it to them to do. But to answer this question, we need to go further, singling out within this class the individual or individuals to whom specific moral duties are owed, and specifying the content of those duties. This is the general shape of the problem that must be solved through moral deliberation, on the relational interpretation of it.

In chapter 2, I suggested that directed moral obligations intelligibly enter the deliberative field as presumptive constraints on the agent's deliberations about what to do. The idea there was that, once a moral obligation has been identified, it represents a consideration with independent normative significance for the agent whom it binds, one that reasonably functions as a defeasible constraint on the agent's ongoing deliberations. In the present section, however, I have been addressing the prior question of how agents arrive at moral conclusions about what it is they owe it to others to do. This is a task for what we might reasonably call specifically moral deliberation, and my present point is that it requires the agent to solve a general problem, of moving from interests to claims.

Theorists of Hohfeldian claim rights sometimes represent rights not merely as inputs into deliberative reflection of the generic kind, but as inputs into moral deliberation in particular. The idea, it seems, is that there can be genuine moral rights that are nevertheless permissibly infringed by the agents against whom they are held.²⁶ Thus, the promisee has a moral right that the promisor should do the thing that was promised, but there are circumstances in which

it would seem morally permissible for the promisor to fail to perform. A family emergency might develop, for instance, that the promisor could not have been expected to anticipate at the time when the promise was made. Or a person might have a property right against unauthorized trespass on the premises of her business, which it might nevertheless be morally permissible for someone to infringe on a particular occasion (imagine a different emergency situation in which the survivors of an aviation disaster will die if they do not get access to the canned foods that are stored on the property in question).

On this way of thinking about them, rights do not represent the output of specifically moral deliberation, but are rather considerations that are to be taken into account within reflection about what it is morally permissible or required to do. This shows itself in the fact that establishing that someone has a right against the agent that the agent act in a certain way does not yet settle the question of whether the agent is morally obligated to act in that way; the agent may be under a duty of some kind, owed to the right-holder, to respect the right, but it might nevertheless be morally permissible for the agent to infringe it. To determine whether this is the case or not, further considerations will need to be taken into account, in particular considerations that go beyond facts about the moral rights and directed duties of various parties to the situation.

This is one important respect in which the connected notions of a moral claim and a directed obligation that I have been developing differ from familiar Hohfeldian conceptions of moral rights (at least on standard interpretations of them). For essentially the same reasons, they also appear to differ from *prima facie* moral duties of the kind introduced by W. D. Ross, which are likewise meant to be taken into account directly within moral reflection.²⁷ *Prima facie* duties, in Ross's sense, identify considerations that count in favor of conclusions about what it would be right or wrong for a person to do. So in any given situation, *prima facie* duties of this kind need to be weighed against other *prima facie* duties to arrive at conclusions about the agent's duties *sans phrase*. There is a *prima facie* duty of promissory fidelity, but also a similar duty to assist family members in emergencies, and it is a task for moral thought to determine which of these prevails in the circumstance.

On closer inspection, however, the language of *prima facie* duties may be misleading in this connection. It suggests that the considerations that are taken into account, within the reflection that goes to determining one's obligations *sans phrase*, are themselves deontic in character. But this is in fact questionable. The considerations that determine what one is obligated to do, in any given

situation, are not themselves plausibly understood as duties in any sense. For Ross, it is the fact that you have promised to do something, not the fact that keeping your promise is a *prima facie* duty, that seems to have basic significance for normative thought; that is what counts in favor of conclusions about your duties *sans phrase*, and similarly for other kinds of *prima facie* duty (such as the fact that you have an opportunity to provide a concrete benefit to another person).²⁸ Once we appreciate this point, we see that duty itself arguably does not function as a contributory normative concept in Ross's philosophy. That, moreover, is as it should be, for it is not really clear that it is intelligible to posit a specifically deontic concept that contributes, as such, to determining one's duty in a final or unqualified sense.²⁹

The only way to make this work, it seems to me, is to define a technical notion of duty that is then treated as a special kind of reason for action, one that might be weighed against other reasons in determining what the agent ought to do. This might be the best way to make sense of the Hohfeldian conception, at the end of the day. Hohfeld-style claim rights correspond, as we have seen, to directed obligations, which are owed to the bearer of the rights. I noted above that deontic complexes of this kind are sometimes thought to figure as inputs into specifically moral deliberation, where it is a matter of deciding what it is morally permissible or required to do. But it is not clear what the notion of moral requirement might be that directed obligations are supposed to contribute to determining. (Thus it cannot be the relational notion of a directed obligation, for that is the consideration that is meant to be doing the contributory work.) A better way to develop the position might be to think of rights and the directed duties correlative to them as ordinary reasons, which contribute to determining not what it is morally required for the agent to do, but what the agent ought on balance to do. This is a coherent way of thinking about the deliberative role of directed obligations and claims, but it is one that ultimately dispenses with the notion of a practical requirement that was at the center of my discussion in chapter 2 (as central to our conception of interpersonal morality). There is no consideration, on this picture, that intelligibly functions within deliberation as a presumptive constraint on agency, but merely a class of specifically moral reasons that are to be weighed in the balance against reasons of other kinds.

As I hope is clear by now, claims and directed obligations in the sense at issue in the relational account function very differently. As we saw in chapter 2, they represent deontic inputs to generic deliberation about what an agent is to do, entering such reflection in the guise of presumptive constraints on

agency, to which conscientious agents respond by forming intentions to comply with them. On this conception, directed obligations and claims figure neither as ordinary reasons that are to be weighed against reasons of other kinds within generic practical deliberation, nor as considerations that contribute to determining what one is morally required to do. Rather, they represent the most fundamental notion of a moral obligation, and hence are outputs or conclusions of the specifically moral reflection through which agents determine what it is permissible or impermissible for them to do. That is, to establish that A has a claim against B that B do X just is to establish that B is under a moral obligation to do X, in the basic sense of “obligation” that is relevant to moral reflection. There is no room, within this conception, for judging that a moral claim and a corresponding directed obligation obtain, but thinking that it would nevertheless be permissible for the agent to flout the obligation or to infringe the claim. An action is morally permissible, in the pertinent sense, just in case it would violate none of the directed moral obligations that the agent owes it to various individuals to comply with.³⁰ And if an action is obligatory in the same sense, then that already decides the question of whether it is something the agent is under a practical requirement to do.

This means, to return to the cases that were mentioned above, that the promisee does not really have a claim against the promisor to performance in the situation in which a previously unanticipated family emergency has arisen, on the conception of claims that I have been developing. Nor does the landowner have a moral claim against the survivors of the crash that they should not trespass on the commercial property. Ordinarily, promises and property ownership go together with claims against other individuals, but the obtaining of these claims is conditioned by certain factual circumstances that are not always and everywhere satisfied.³¹ When the relevant conditions are not satisfied, it is not that the claim persists, but that it becomes morally permissible for agents to infringe it; nor is there a *prima facie* duty that is outweighed by a conflicting moral duty of the same kind. Rather, the original claim and the duty that went along with it are altogether extinguished.³²

To say that the original moral duties and claims are extinguished, of course, is not to say that there are no residual duties and claims that may apply in situations of this kind. In the case involving the unanticipated family emergency, for instance, there are presumably fallback duties and claims that obtain in virtue of the original promise, such as a claim against the promisor to a timely warning about promisor's inability to perform (if the circumstances allow for this), and a claim to compensation for losses that are suffered as a result of

relying on the promisor to do what was promised.³³ Similar things might be said about the case involving justified trespass on someone's property, where there is ordinarily a fallback obligation to compensate the owner of the property for any losses or damages pursuant to one's unauthorized use, and to provide an explanation of the circumstances that gave rise to it in the first place.³⁴ But these fallback duties and claims likewise represent outputs of moral reflection rather than moral considerations that could conceivably be outweighed or permissibly infringed.

It might be thought that we need a notion of duties or claims as inputs to moral reflection if we are to do justice to these aspects of the moral situation. The fallback duties and claims obtain just because, and just insofar as, the situation is one in which there is a claim or *prima facie* duty that has been infringed or outweighed by a competing moral consideration. The fallback duties and claims might be described as normative residues of the original duties and claims; but this way of speaking presupposes that those elements in the situation live on, only in a way that is overshadowed by other aspects of the situation.³⁵ Similarly, it appears to be an advantage of Ross's theory of *prima facie* duties that it acknowledges the possibility of deontological constraints on agency that are nevertheless not absolute.³⁶ The fact that you are under a *prima facie* duty to keep your promise means that you are not permitted to break it in order to produce a modestly better outcome, though there are other circumstances, such as a family emergency, in which conflicting *prima facie* duties will prevail.

But these considerations do not require us to think of duties and claims as contributory inputs into moral reflection. Note, for one thing, that for Ross himself, deontic notions of this kind may not represent elements that contribute to determining what we are morally required or permitted to do. As we saw above, it is not the fact that one is under a *prima facie* duty that apparently goes to determining one's duty *sans phrase*, but rather the presence of the nondeontic considerations that are collected by the *prima facie* duty, such as the fact that one has made a promise to do something, or that one is presented with a concrete opportunity to benefit another individual. Even on this kind of view, then, one would expect the work of explaining fallback obligations to be discharged by the very same nondeontic considerations that contribute to determining one's original obligations in the cases in which they obtain. The fallback obligations are not, after all, well characterized as normative residues of genuine duties that have somehow been overridden or superseded.

This is consistent with the relational approach to these matters that I myself would favor, which similarly makes sense of fallback obligations by appeal to the nondeontic considerations that help to determine all moral obligations, in the most basic sense. Conclusions about directed moral duties and claims, on the conception of them I have been developing, are supported in the first instance by appeal to personal interests of the individual to whom the claims are assigned. But those interests may persist, even under circumstances in which they do not suffice to ground moral claims on the part of their bearer, and we can explain in terms of them the features of the moral landscape here in question. Thus, in the promising case, it is, for instance, the promisee's interest in reliance or assurance that helps to explain the function of the promise as a restriction on the promisor's acting to promote the good. But those same interests will explain why promisees have claims to timely warning and to compensation in cases where they are not sufficient to ground a claim to promissory fidelity.³⁷ There is no need to appeal to specifically deontic notions, such as an infringeable right or claim, to make sense of the existence of non-absolute constraints and of residual duties of warning and compensation.³⁸

A final point to emphasize in this connection is that there is room, within the conception of morality I have been developing, for a range of first-order views about the kinds of change in circumstance that can suffice to extinguish a defeasible moral obligation. In the promising case, I have repeatedly made reference to unanticipated emergencies as paradigmatic for this phenomenon. But the references have been meant to be illustrative rather than exhaustive, providing especially clear examples of the way in which new developments can undermine presumptive promissory commitments. For all I have said, there might be a range of non-emergency changes in circumstance that are equally capable of making it the case that the promisor is no longer strictly obligated to do the thing that was promised.

In most emergencies, the changes in circumstance that undermine the original promissory commitment are ones that ground a new moral obligation (for example, to rescue someone who is in acute distress when one is uniquely positioned to do so at little danger to oneself). But perhaps there are other cases in which this feature is not present: consider promisors who encounter an unanticipated opportunity to do something supererogatory, but also very important, such as donating a kidney or risking their lives to save the victims of a shipwreck in very stormy seas.³⁹ In a different kind of case, a promise that is understood by the parties to it to be of fairly minor significance might no

longer be morally binding if keeping it would prevent the promisor from taking advantage of a surprising opportunity to pursue a personal goal. (Suppose you have promised to return someone's library book by the end of the day, but on the way to doing so you receive a call from an old friend who is in town on the same day, and who reports that she would be delighted to get together with you if you can drop what you are doing and come right over to her hotel.)

These cases raise interesting practical questions about the precise contours of the moral obligations that are introduced by promissory transactions, questions that I do not propose to answer here. It suffices, for the present, to note that the relational conception of moral obligations I have been defending leaves room for a variety of positions about the ways in which new circumstances can interact with promissory commitments to undermine their moral status. We do not need to think of directed obligations and the claims that correspond to them as inputs into moral deliberation in order to accommodate this range of first-order views.

5.4. A Theory of Relational Morality?

With these points of clarification in place, we may now return to the question of the nature of moral deliberation. I have just suggested that such deliberation will issue in verdicts about the obtaining of directed obligations. And I suggested, earlier in the preceding section, that the general task of arriving at such conclusions involves a movement in thought from personal interests to claims. The justification for assigning a moral claim to a given individual will be one in which the personal interests of that individual figure centrally, and we can understand moral reasoning to involve the articulation of these interest-centered justifications.

To say this is of course not to attribute to moral deliberation a necessary role in relation to exertions of human agency. In particular, it is decidedly not to say that agents must always engage in an episode of self-conscious moral reflection before they can begin to make up their minds about what to do. There are many situations in which well-habituated persons will simply know immediately, without any prior episode of moral thought, that there are certain moral duties that they owe to other individuals. In other situations, agents might be disposed to structure their deliberations so that actions that are incompatible with moral claims against them are not even taken to be among the alternatives that are theoretically available, so that they are excluded from consideration without the agents needing to think that they would be morally

wrong.⁴⁰ In situations of both kinds, agents will in effect have solved the problem of responding to moral claims without needing to engage in any discursive thought about how to identify such claims, given the array of divergent interests that might be affected by the things it is open to them to do.

Even in cases such as this, however, there is a theoretical question that could be asked, about how the moral claims that the agents succeed in responding to are to be justified. In other, harder cases, some reflection may be required beforehand on the part of agents to figure out what exactly it is that they owe it to other people to do, reflection that might reasonably be characterized as reasoning or deliberation of a specifically moral kind. Is there anything that can be said, in perfectly general terms, about how we are to go about solving the problem of justifying valid claims in moral reasoning of this kind?

The preceding discussion has already brought to light several abstract desiderata that bear on such moral justification. First, justifications of this kind will be ones in which the personal interests of prospective claimholders figure prominently, as considerations that provide a basis for the moral claims that are assigned to them; this is the main point that was emphasized in the preceding section. Second, as was also noted in that section, moral reflection cannot restrict itself to considering the personal interests of prospective claimholders on their own. A course of reasoning that took this shape would be too one-sided to yield plausible conclusions about what we morally owe to each other, neglecting other important moral considerations (including the effects of prospective actions on the personal interests of the agents who might be required to perform them). Finally, I have suggested at several different points in this book that it is an important element in modern conceptions of morality that it should be suitably cosmopolitan. This means, in the present context, that the procedure of moral discovery or reasoning that it defines should be one that operationalizes a commitment to the equal standing of all individuals who are within the manifold of moral persons. It should justify moral claims by appeal to the personal interests of prospective claimholders, but in a way that gives equal consideration to the interests of all who might be affected by the actions that are up for moral assessment. This is the feature of relational morality that enables us to understand it as a source of *egalitarian* deliberative constraints of the kind discussed in section 4.2 above.

But is there anything we can say, more specifically, about how these abstract desiderata are to be negotiated in moral thought? There are, I think, certain plausible negative conclusions that can be drawn about reasoning of this kind by any theorist of relational morality. One way, for instance, to meet the second

and third abstract desiderata I outlined above would be through a process of cost-benefit analysis, in which the personal interests of different parties would be balanced against each other with the aim of maximizing their impartial satisfaction. But reasoning of this kind would not do justice to the first desideratum. That is, it would not be a way of taking personal interests equally into account *as* potential bases of moral claims, which as we have seen are considerations that function as presumptive constraints within deliberation and as a basis of accountability relations between individuals.⁴¹ Beyond such negative conclusions, however, it is not obvious that anything more positive can be said about the general processes through which moral claims are identified in moral thought. That is, we might insist that, though there are determinate solutions to the problem of moving from personal interests to claims in a way that gives them equal consideration, and though moral reasoning is the process of thought through which we identify such solutions, there is no single template that is followed by agents when they engage in this kind of thought.

The resulting position might be thought of as a relational version of intuitionism. It would hold that there are truths about what it is morally right or obligatory to do in particular circumstances of action, but that there is no single procedure of reasoning through which these truths are apprehended; we grasp them, instead, through capacities for rational intuition. The difference from other forms of intuitionism in ethics is that the conclusions that are grasped through unsystematizable intuition are not monadic conclusions about moral right and wrong, but conclusions specifically about what we owe it to each other morally to do.⁴² In any given case, the relational intuitionist will say, there is a route that will get us from the personal interests of people potentially affected by our actions to the assignment of moral claims to particular individuals, as people to whom specific duties are owed. Furthermore, it is characteristic of relational moral thought that the personal interests of claimholders will justify, in some sense, our assigning claims to them. But there is nothing illuminating to be said, in general terms, about how moral justification of this kind will proceed in all cases to which it might pertain.⁴³ The problem is one that is solved, instead, through the application of particularistic judgment to the materials at hand.

A different position would hold that we can characterize, in general terms, the processes through which agents identify claims in moral reasoning that takes appropriately into account the personal interests bearing on moral judgment. There are various forms that a position of this kind could conceivably take, but I would like to focus on moral contractualism, in the form put for-

ward by T. M. Scanlon; a considerable part of the appeal of contractualism as a moral theory, it seems to me, lies in its ability to illuminate the general structure of reasoning about essentially relational moral duties and claims.⁴⁴ In the remainder of this section, I shall develop this suggestion. In particular, I wish to highlight the implicitly relational features of moral contractualism, and to show that it offers an illuminating account of the structure of moral reasoning about directed duties and claims. I shall argue, further, that moral contractualism can also be understood as a philosophical account of relational morality in the form I have been concerned to explicate in this book.

Moral reasoning, on the contractualist conception of it, is reasoning about the justifiability of actions to the various people potentially affected by them. An action counts as justifiable to each such person if it is permitted by principles for the general regulation of behavior that nobody could reasonably reject. So in moral reasoning, we are attempting to identify principles for the general regulation of behavior that would permit us to act in certain ways, and considering the objections that could be brought against these principles from the perspective of the people variously affected by the actions they allow.

Scanlon suggests, specifically, that we are to consider the objections that representative people would have on their own behalf to the principles that are up for assessment; we might think of these as objections that are grounded in personal interests of such people, in the sense identified in section 5.2.⁴⁵ The potential objections of each affected person are to be taken equally into account, and considered in fundamentally the same way, as bases for rejecting principles that would permit or require various forms of behavior. In this respect, contractualist reasoning does justice to the impartiality of morality, its aspiration to treat equally the interests of each member of a maximally inclusive manifold of moral persons. Of course, for reasons we have already canvassed, the objections that individuals have to prospective principles are cheap: there are virtually countless ways in which our actions might bear on the interests of those who are within our causal orbit, and there are correspondingly many objections that could be brought against nearly any principle for the general regulation of behavior we might consider. So long as we restrict ourselves to considering such objections on their own, then, we are going to be stymied, left with the impression that nothing we might do can be justified to others.

Contractualism overcomes this problem by adopting an essentially comparative perspective. The question of justifiability to others is not decided simply by identifying objections that various representative people might have

to principles that would permit actions we are thinking about performing. Rather, we are to ask whether those objections are such that it would be reasonable for the people who have them to reject the principles. And to determine whether it would in this way be reasonable to reject a principle that permits a given way of acting, we need to compare the strongest objections that people might have to it with the strongest objections that others would have to principles that would prohibit the same actions. Thus, promisors have personal interest-based objections to principles that require them to keep their promises. But promisees have weightier objections on their own behalf to principles that permit promisors to fail to perform (in the absence of special circumstances that could not have been anticipated at the time when the promise was made). By keeping their promises, then, promisors ordinarily ensure that their behavior is justifiable to those who stand to be affected by it. There is no valid complaint that could be brought against them for so acting, given the powerful objection that promisees in particular would have had if they had done otherwise.

This account of moral reasoning can be understood to describe a kind of schema for effecting the transition from interests to moral claims. We consider the personal interests of a representative individual as potential bases for objecting to principles that would permit the agent to act in certain ways, comparing them to the objections to alternative principles that are grounded in the personal interests of other individuals. This way of thinking does justice to the three abstract desiderata for relational deliberation that were identified earlier. Personal interests of affected parties enter such deliberation as bases for objecting to principles, and hence as potential grounds of moral claims. They do this, furthermore, in a comparative procedure that assigns each person's interests equal significance, but without collapsing into consequentialist maximizing or cost-benefit analysis. The outcome of this contractualist procedure of justification can be understood to involve the assignment of a claim to one or more of the parties who stand to be affected by the action that is up for assessment.

This isn't something that Scanlon himself is very explicit about, but it represents an important structural feature of the procedure of justification that his contractualism describes. An individual has a claim against the agent that the agent should comply with a candidate moral principle, just in case the personal interests of that individual make it reasonable for someone in his or her position to reject alternative principles for the general regulation of behavior (that is, principles that would permit the agent to act otherwise).⁴⁶ In vir-

tue of having this kind of objection to principles that would permit the agent to do X, the claimholder would have a specific kind of grievance or complaint if the agent should so act, one that is not shared by people whose interests might differently be affected by the action. We could say, similarly, that the agent *owes it* to the claimholder to refrain from doing X, and that flouting this directed requirement would *wrong* the claimholder in particular. The elements in the relational conception of moral requirements thus seem to fall out of the contractualist way of thinking about their derivation.

To make this more concrete, let's return to the example of promissory obligation and the third-party beneficiary, in the variant where the third party would benefit accidentally from the promisor's fulfillment of the promissory commitment (rather than being the intended beneficiary of it).⁴⁷ The challenge here is to make sense of the intuitive thought that promissory fidelity is something that is owed to the promisee rather than to the accidental beneficiary; within contractualist reasoning, this difference will have to be traced to differences in the objections the two parties have to principles that permit promisors to flout the promissory agreements they have voluntarily entered into.

Promisees, it seems, have perfectly reasonable objections to such principles, even once account is taken of the objections that promisors have to principles that require them to perform. Principles of the latter kind bind promisors to doing things that they might sometimes prefer not to do when the time comes; but these commitments can already be anticipated when promises are undertaken, and promisors who prefer not to be subject to them have the option of refraining from undertaking the promise in the first place. Promisees, by contrast, have powerful interests in reliance that give them a basis for rejecting principles permitting promisors to defect from their promissory commitments under ordinary circumstances. These are the interests that generally lead promisors to offer promissory assurance in the first place, and once such an offer has been made and accepted, it seems perfectly reasonable for the promisee to insist that it be honored. These considerations help us to make sense of the idea that promisees have a claim against promisors to performance, and that breaking the promise would wrong the promisee in particular. These relational features can be traced to the role that is played by personal interests of promisees in reasoning about principles for the general regulation of behavior that nobody could reasonably reject.

Consider next the situation of the accidental beneficiary of the promise. People in this position also, it seems, have an objection to principles that permit promisors not to perform under the circumstances in question. There is,

by hypothesis, some interest of theirs that would be affected adversely if the promisor were not to perform, and this grounds a complaint that they have, on their own behalf, to such behavior. Note, however, that there are some noteworthy respects in which their objection to promissory infidelity differs from the objection of the promisee. For one thing, it is inessential to the complaint of the accidental beneficiaries that the harm that should befall them comes about through the violation of a promise, which is a deliberate attempt on the promisor's part to induce someone else to rely on the assurance the promisor has offered. Their objection, strictly speaking, is a more generic complaint about principles that permit agents to act in any way that would be disadvantageous to prospective beneficiaries' basic interests.

Now there are versions of such a generic complaint that ground reasonable objections to principles that permit the agent to perform the harmful action. If you have promised a friend that you would stay away from a gallery opening she was hoping to attend, and you know, in addition, that your attendance would induce a deranged art critic to attack random bystanders at the opening, then you should probably stay away, even if your friend has released you from the promise. But the third party objections in this case would not be to your failure to honor a promissory undertaking, but to your acting with disregard for their physical well-being; the same objections would be in place even if no promise had ever been made to avoid the reception at the gallery. By the same token, if the third party objections to your attendance are merely that, having heard that you would not be going, they would like to be able to rely on you to stay away, that would ordinarily not be sufficient on its own to make your attendance morally impermissible. Considered as a general basis for social life, principles that required agents not to enter public spaces whenever third parties might have an unforeseeable interest in relying on them so to act would be virtually paralyzing, and agents would have powerful objections to such principles on their own behalf.⁴⁸

The upshot is that accidental beneficiaries might or might not have reasonable objections to principles that permit agents to act in ways that flout promises they have made. But their objections, when they obtain, are independent of the fact that a promise has been undertaken. This distinguishes their complaints from the positional objections of promisees, and enables us to see why promissory fidelity is not owed to parties who fortuitously stand to benefit from it.

It has been argued, by Margaret Gilbert, that no appeal to impartial moral principles can explain the directional character of promissory obligations that

has been at issue in this discussion.⁴⁹ Gilbert focuses especially on the “special standing” that promisees have to issue a rebuke against promisors in case they fail to live up to their promissory obligations.⁵⁰ The gist of her argument is that moralistic accounts of promissory duty, including that offered by Scanlon, are not adequate to make sense of this feature of them, which is deeply connected to their character as directed obligations. Moralistic accounts such as Scanlon’s identify impartial principles that govern cases of this kind, which specify conditions in which agents act wrongly in violating promises that they have made. But Gilbert argues that acting wrongly in this sense cannot give promisees special standing to rebuke the agent for so acting; either nobody has standing to object when such impartial principles are flouted, or everybody does. Nor can special standing to complain be explained by appeal to the content of the impartial principles that might be brought to bear in these cases.⁵¹

Gilbert considers, in this connection, the idea that impartial principles of promissory fidelity might imbue promisees with the ability to release promisors from their commitments. Scanlon’s own favored principle of fidelity includes a clause that achieves this effect, and it connects to something that is often associated with moral rights or claims. Thus, as we saw earlier, theorists such as Hart tend to emphasize the role of moral claims as conferring on their bearers normative powers, making them “small scale sovereigns” with respect to the domain of actions that is defined by the duties that are owed to them. In the promissory case, the conferral of such a power on the claimholder suggests the further idea that promises function to effect a transfer of rights from the promisor to the promisee.

But Gilbert contends that having the ability to neuter the promissory commitment through consent is not sufficient to make it the case that the promisee has special standing to rebuke the promisor in the case of nonperformance.⁵² She offers, in support of this idea, an example in which Jane promises Diana that she will stay with Timmy unless Timmy consents to Jane’s leaving. Here, we have a promissory commitment that is conditional on Timmy’s consent. But it doesn’t follow that the obligation is owed to Timmy, or that Timmy has a right or claim to performance. We would not say, for instance, that Timmy has special standing to rebuke Diana in case of nonperformance, and for the same reason we should not think of him as having the genuine normative power to release her from her (conditional) obligation. These deeply relational ideas are not operationalized simply through the inclusion in impartial moral principles of clauses that render promissory obligations conditional on the will of some other party.

These points are well taken, I think. But they neglect the deeper feature of Scanlon-style contractualism that gives the moral principles it delivers a relational character. This, as we saw above, is the role of personal interests in grounding reasonable objections to principles that would permit agents to act in certain ways. Promisees have claims against promisors to fulfill their promissory commitments, because it would be reasonable for them in particular to object, on their own behalf, to principles that permit promisors to defect from their promises (without special justification or prior consent). Their objection to such principles is, in itself, an objection to acts that violate promises made to them, one that is not shared by other individuals in the situation at hand. It is in this way a consequence of the contractualist procedure of justification that it grants to certain individuals “special standing” to complain about behavior that violates moral principles (or to “rebuke” such agents, in Gilbert’s preferred expression). These same aspects of contractualist reasoning enable us to see those individuals as, in effect, the bearers of claims against the agent to compliance with the principles, and as the persons to whom such compliance is owed.⁵³

Scanlon initially presented his theory as an account of what it is for actions to be right or wrong, in a narrow sense that we associate with morality.⁵⁴ As I noted in section 2.2, however, he has more recently backed away from this characterization, preferring to say that contractualism identifies a high-level property that *makes* actions right or wrong, in the generic sense of being to-be-done or not-to-be-done.⁵⁵ The newer formulation seems to me apt, insofar as it captures the idea, defended in chapter 2, that the relational property identified by contractualism has a distinctive kind of normative significance in the deliberation of agents, that of a practical requirement or a presumptive constraint on behavior. Scanlon also seems to me correct in thinking that this way of understanding contractualism helps us to understand how it represents an alternative to other standard moral theories, such as consequentialism, perfectionism, and divine command accounts. These approaches can all be understood, in part, as attempts to identify a high-level property or properties that have the distinctive significance for deliberation of practical requirements; and indeed, this is how I treated them in section 2.2.

But this way of thinking about contractualism does not preclude our also thinking of it as an account of *what it is* for actions to be right or wrong, in a sense different from that of being generically to-be-done or not-to-be-done. And I think there is considerable merit in this characterization as well, which corresponds to Scanlon’s original way of presenting his theory. As I noted in

chapters 2 and 3, we have a (perhaps indeterminate) concept of the morally right or wrong, which is understood to involve a set of objections to actions that connect to the interests of other individuals, and that have normative significance not only for agents, but also for those who are affected by their actions. Competing moral theories can be understood as filling in this abstract concept of the moral in different ways, offering alternative conceptions of what it is for something to be morally right or wrong.⁵⁶

I have proposed that we understand the relational approach as a substantive conception of the morally right and wrong in roughly this sense. To be morally right, according to this conception, is to be something that we owe it to others to do, just insofar as they are moral persons, where these directed obligations connect to claims on their part to our compliance. I have argued that it is a signal advantage of this conception that it can help us to understand how the property of moral rightness makes actions to-be-done, in the generic sense, defining a class of practical requirements on the will. It also helps us to make sense of the characteristic interpersonal significance of the morally right and wrong, the way in which disregard for these considerations provides others with grounds for reactive and other forms of blame. Scanlon's contractualism can be understood as a further theoretical specification of this normatively significant property. To be something that we owe it to others to do, just insofar as they are persons who have corresponding claims against us, is on his account to be required by principles for the general regulation of behavior that nobody could reasonably reject.⁵⁷

Scanlon represents contractualism as a theory of "what we owe to each other," and this characterization seems to me deeply appropriate to the relational structure that is implicit in his account of moral reasoning. It is true that he does not say very much about the possession by individuals of moral rights or claims, nor does he tend to emphasize the related idea that others are wronged by actions that flout moral obligations.⁵⁸ He appears to reject the view that these structural features of a moral conception have much explanatory work to do in helping us to understand why particular actions are morally right or wrong (a point on which I am in full agreement with him).⁵⁹ Still, it is significant that these relational features fall out of his account, which specifies principles in a way that implicitly assigns claims to particular individuals who stand to be wronged when the principles are flouted, and who will then have a privileged basis for complaint about such behavior. Moreover, if the argument of this book is correct, then the possession of these features by his account is essential to its overall plausibility as a moral theory. For these are

precisely the aspects of contractualism that enable it to shed light on the characteristic normative significance of moral rightness, both for agents and for those affected by what they do.

It is important to observe, however, that the relational structure of contractualism is connected to Scanlon's original account of the nature of the objections to candidate principles that are admissible within deliberation about the morality of right and wrong. As I noted above, these are objections that individuals would have on their own behalf to principles that would permit actions that affect them in various ways. Objections of this kind are based in what I earlier called the personal interests of individuals, and we can therefore follow Scanlon in calling them personal objections. It is this aspect of contractualism that makes it appropriate to characterize it as a schema for moving from personal interests to moral claims. It is a schema I will often invoke, for ease of exposition, in discussing the derivation of specific moral duties and claims in the following chapter—though it should be kept in mind that there are also intuitionistic variants of the relational approach that dispense with the idea that there is an informative general template for moral reasoning.

It is sometimes objected that it is too restrictive to incorporate an “individualist” restriction into our account of the nature of contractualist reasoning. Thus Derek Parfit and others have contended that contractualist reasoning should not confine itself to considering objections that are based on the personal interests of individuals, but must also take into account impersonal and impartial reasons that people might have for accepting or rejecting candidate moral principles: reasons, that is, that do not have to do with how their own lives will go under the principles in question, but with their effects on the well-being of humans and other sentient creatures more generally.⁶⁰ On this way of thinking, we might all have reasons to accept principles under which things go better in the aggregate for people, even if there are no individuals who would have an objection on their own behalf to principles that would permit agents to act otherwise. Interpreted in this way, contractualist reasoning does not move from individuals' personal interests to moral claims, but from impersonal values that people might take an interest in to conclusions about what is morally required.

Debate about this issue typically focuses on the first-order normative consequences of the different interpretations of contractualism that are at issue.⁶¹ Parfit, for instance, highlights a range of situations in which aggregative considerations appear to matter to moral thought, arguing that we can do justice

to them only if we abandon the individualist restriction within our account of how moral principles are arrived at. This argument raises some important issues, to which I shall return in chapter 6. But it is also important to note that the individualist restriction is integral to the relational structure of contractualist reasoning. It is the idea that individuals have personal objections to principles that permit agents to treat them in certain ways that allows us to assign specific moral claims to them, and to suppose that they have a privileged grievance or ground for complaint when moral requirements are flouted (including grounds for resenting the actions that wrong them). Similarly, it is because of the individualist restriction that contractualism connects morality to the idea of justifiability to others, and thereby to the value of interpersonal recognition. I can justify my action specifically to each of the people affected by it if there is no reasonable basis for objecting to it in its effects on their interests in particular.

In his official response to Parfit's reflections about this issue, Scanlon showed himself to be surprisingly open to modifying the individualist restriction in order to accommodate the intuitions that Parfit was attempting to marshal.⁶² More recently, he has proposed a different way of developing the contractualist method of reasoning to better cope with at least some cases in which aggregative considerations appear relevant to moral thought.⁶³ Start with the assumption that individuals can reasonably reject candidate principles only if those individuals have objections to the principles on their own behalf. Scanlon notes that within a framework that accepts this individualist assumption, there is room to take into account other kinds of consideration as well when thinking about whether it is reasonable, *on balance*, for individuals to reject a given principle.

Thus, consider a case in which the personal objections of individuals to the alternative principles are entirely symmetrical, so that they cancel each other out, considered one by one, but in which there are more individuals with objections of the relevant kind to the one principle than to the other. An example, to which I shall return in section 6.3 below, is a rescue case in which you can either save the single individual on Rock 1, or several individuals on Rock 2, but you cannot rescue all of the people in distress. Each of the prospective rescuees has a comparable objection, on his or her own behalf, to a principle that requires you to save the people on the other rock. But Scanlon notes that it does not follow from this that you are not required to save the people on Rock 2. Perhaps it would be unreasonable for the Rock 1 person to reject a

principle that prescribes this course of action, given the greater number of individuals who stand to enjoy symmetrical benefits from the acceptance of that principle.

This understanding of contractualist reasoning seems to me closer to the spirit of Scanlon's original position than Parfit's direct appeal to impersonal and impartial reasons. The question at the center of this modified approach is what principles it would be reasonable *for an individual* to reject, where aggregative considerations are allowed to bear on this question as a kind of tie-breaker in cases in which the personal objections of those affected by the alternatives cancel each other out, taken one by one. Scanlon is right that it is not built into the notion of reasonable rejectability that it should not have some limited sensitivity to the number of people who are liable to be affected in the same way if a given principle were accepted and generally followed.

Having said that, I worry that the resulting interpretation still attenuates the specifically interpersonal dimension of contractualism that I have been at pains to emphasize in this section, even if it does this less dramatically than the wholesale abandonment of the individualist restriction. We were looking for an interpretation of moral reasoning that would elucidate the idea that moral obligations are owed to particular individuals, who have claims against the agent to compliance with the principles that determine them. Those elements are most firmly in place if what resolves the question of whether a given individual can reasonably reject a principle are the comprehensive implications of the principle for the life of that very individual, as compared to the similar effects of the alternative principles on the lives of other individuals. The people on Rock 2 might have an objection to principles that permit you to save the single person on Rock 1, but it is not an objection they have on their own behalf, grounded in personal interests in how their own lives might go under such principles. For that reason, it does not intuitively undergird the assignment to each of them of a specific claim against you that he or she, rather than the Rock 1 person, should be saved.⁶⁴ Nor does it shed light on the idea that they would each be wronged if you were to go to Rock 1, or that doing so would involve a failure to recognize them in particular as sources of claims.

Parfit, for his part, asserts that he is interested in an interpretation of contractualism that explains why actions that are wrong in the generic and "indefinable" sense of being not-to-be-done are also wrong in several ancillary senses: being, for instance, actions that cannot be justified to others, or actions that would make reactive emotions appropriate on the part of those affected by them.⁶⁵ But these further senses of wrongness are parts of a relational con-

ception of the moral that is ultimately sacrificed when the individualist restriction is abandoned or relaxed. Furthermore, the features they involve are crucial to the appeal of contractualism, construed as a substantive conception of morality that will make sense of its distinctive normative features. We can allow impersonal objections to candidate principles within contractualist reasoning, or concede that questions of reasonable rejectability are sensitive to the number of persons who have personal objections of a similar kind. Alternatively, we can hang onto the attractive idea that contractualist reasoning functions to assign moral claims to individuals. But I do not believe we can do both. And if we sacrifice the relational character of contractualism, we will lose, as well, the very features that make it so powerful as a theoretical account of the domain of interpersonal morality.