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Lifestyles & Social Issues Sociology & Society Ask the Chatbot a Question What is the social contract in political philosophy? Who were the key philosophy? Who were the key philosophers associated with the social contract in political philosophy? How did Jean-Jacques Rousseau's interpretation of the social contract differ from Hobbes and Locke? Why is the social contract play in the relationship between individuals and the state? How does the social contract address the issue of authority and legitimacy in governance? In what way has the social contract theory influenced contemporary political thought and systems? What are some criticisms and limitations of the social contract, in political philosophy, an actual or hypothetical compact, or agreement, between the ruled or between the ruled and their rulers, defining the rights and duties of each. In primeval times, according to the theory, individuals were born into an anarchic state of nature, which was happy or unhappy according to the particular version of the theory. They then, by exercising natural reason, formed a society (and a government) by means of a social contract. Although similar ideas can be traced to the Greek Sophists, social-contract theories had their greatest currency in the 17th and 18th centuries and are associated with the English philosophers Thomas Hobbes and John Locke and their greatest currency in the 17th and 18th centuries of the period was their attempt to justify and delimit political authority on the grounds of individual self-interest and rational consent. By comparing the advantages of the state of nature, they showed why and under what conditions government is useful and ought therefore to be accepted by all reasonable people as a voluntary obligation. These conclusions were then reduced to the form of a social contract, from which it was supposed that all the essential rights and duties of citizens could be logically deduced. Theories of the social contract differed according to their purpose. intended to safeguard the individual from oppression by a sovereign who was all too powerful. According to Hobbes (Leviathan, 1651), the state of nature was one in which there were no enforceable criteria of right and wrong. People took for themselves all that they could, and human life was "solitary, poor, nasty, brutish and short." The state of nature was therefore a state of war, which could be ended only if individuals agreed (in a social contract) to give their liberty into the hands of a sovereign, on the sole condition that their lives were safeguarded by sovereign power. For Hobbes the authority of the sovereign is absolute, in the sense that no authority is above the sovereign, whose will is law. That, however, does not mean that the power of the sovereign is all-encompassing: subjects remain free to act as they please in cases in which the sovereign is silent (in other words, when the law does not address the action concerned). The social contract allows individuals to leave the state of nature and enter civil society, but the former remains a threat and returns as soon as governmental power collapses. Because the power of Leviathan (the political state) is uncontested, however, its collapse is very unlikely and occurs only when it is no longer able to protect its subjects. John Locke not enclose the power of Leviathan (the political state) is uncontested, however, its collapse is very unlikely and occurs only when it is no longer able to protect its subjects. Gallery, London.Locke (in the second of the Two Treatises of Government, 1690) differed from Hobbes insofar as he conceived of the state of nature not as a state in which humans, though free, equal, and independent, are obliged under the law of nature to respect each other's rights to life, liberty, and property. Individuals nevertheless agree to form a commonwealth (and thereby to leave the state of nature) in order to institute an impartial power capable of arbitrating disputes and redressing injuries. Accordingly, Locke held that the obligation to obey civil government under the social contract was conditional upon the protection of the natural rights of each person, including the right to private property. Sovereigns who violated these terms could be justifiably overthrown. Locke thus stated one of the fundamental principles of political liberalism: that there can be no subjection to power without consent—though once political society has been founded, citizens are obligated to accept the decisions of a majority of their number. Such decisions are made on behalf of the majority by the legislature, though the ultimate power of choosing the legislature are not absolute, because the law of nature remains as a permanent standard and as a principle of protection against arbitrary authority. Social contract theory is a philosophical theory that believes societies can only achieve stability and civility based upon an implied or explicit social contract. A social contract is an agreement among individuals within a social group to abide by certain rules and laws for mutual safety and defence. In its modern form, the idea was reintroduced by Thomas Hobbes and further developed by John Locke, Jean-Jacques Rousseau, and Immanuel Kant. After Kant, the concept fell out of popularity among philosophers until it was brought back by John Rawls. The basic concept is that the consent of people within a society to be subject to rules and laws gives those rules and laws legitimacy (D'Agostino et al., 2021). According to social contract theory, individuals that live in a given community have explicitly or tacitly consented to surrender at least some of their freedoms and submit to the ruling authority in exchange for their protection and the maintenance of the social order (Castiglione, 2015). The social contract is a concept in moral and political philosophy the most famous forms of which come from the Age of Enlightenment. It usually concerns the legitimacy of the state's authority over the individuals it governs (Gough, 1938). During the 17th and 18th centuries, several notable thinkers explored the ideas of the social contract and natural rights. The theory takes its name from Rousseau's 1762 book, The Social Contract (French: Du contrat social ou Principes du droit politique). These philosophers argued that humans on an individual level are free to do whatever they want. However, freedom leads to chaos and insecurity for both the individual and society. Hobbes called this the 'state of nature.' To escape the state of nature, individuals within a social group agree to give up their right to do whatever they want, and instead submit an authority. In exchange, they get order and security. Plato's Republic is the first known text to discuss a concept resembling a social contract. In this text, Glaucon, one of Socrates' interlocutors, tells a hypothetical story of how the social contract originated (The Republic, Book II). According to Glaucon, individuals used to live in fear of one another. To allay their fear, they sought to protect themselves by amassing power. However, they later realized that this life of endless power struggle was unsustainable as it caused endless conflict. As a solution, these individuals in Glaucon's story came together and agreed to establish a "social contract." Through this contract, they gave up some of their power and wealth to an established authority figure in exchange for mutual protection. Epicurus (341-270 BCE) was the first philosopher who saw justice as arising from a social contract instead of nature. He argued that "there never was such a thing as absolute justice, but only agreements made in mutual dealings among men in whatever places at various times providing against the infliction or suffering of harm" (Principal Doctrines, §33). The first modern thinker to articulate a comprehensive theory of the social contract was the English philosopher Thomas Hobbes (1651/2009). According to Hobbes, individuals living in the state of nature were "solitary, poor, nasty, brutish, and short." Their short-sightedness and self-interest meant that they could not achieve self-betterment. social contract. Early humans in the state of nature came together and surrendered some of their individual rights in exchange for mutual security. A society was established and a sovereign entity emerged. John Locke's (1689/1821) understanding of the social contract shared some similarities with Hobbes' but also had some notable differences. Like Hobbes, John Locke asserted that early humans must have come together as a society to overcome the 'state of nature.' However, according to this law, man has the "power ... to preserve his property; that is, his life, liberty and estate against the injuries and attempts of other men" (Locke, 1689/1821). These natural rights, however, were under threat because they had no protection from a government. They had no protection from a state that would provide a neutral judges to form a state that would provide a neutral judges to form a state that would provide a neutral judges to form a state that would provide a neutral judges to form a state that would provide a neutral judges to form a state that would provide a neutral judges to form a state that would provide a neutral judges to form a state that would provide a neutral judges to form a state that would provide a neutral judges to form a state that would provide a neutral judges who would protect citizens. The social contract theory of Jean-Jacques Rousseau differs significantly from the previous examples. Rousseau has a more collectivist approach according to which the foundations of society rest on the sovereign "general will." In simple terms, the general will is the collective will of all citizens, as opposed to their individual interests. Rousseau believed that legitimacy comes only from the general will. The social contract, according to Rousseau, can be summarized as follows: "Each of us puts his person and all his power in common under the supreme direction of the general will; and in a body, we receive each member as an indivisible part of the whole (Rousseau, 1762/1997). Immanuel Kant, another Enlightenment philosopher, outlined his understanding of the social contract in "The Metaphysics of Morals" (1797/1999). Like his compatriots, Kant saw the social contract as a set of rules for members of a state that delivers mutual benefit in the form of protection and security. However, Kant did not believe consent to be essential for the social contract to exist. Indeed, all of us who live today were born into a social contract that we were not party in creating. While the above philosophers all proposed that the social contract that we were not party in creating. believed that the social contract was not an agreement between an individual and a state. Rather, it is a contract among sovereign individuals who agree not to harm, coerce, or control each other (Proudhon, 2007). Rawls (1999), building on the work of Immanuel Kant, proposed what's called a contractarian approach to the social contract. In this approach, Rawls put forward the following thought experiment. Imagine if you were asked, before you were born, what principles of justice and social organization should exist. Because you're not born yet, you don't know what your gender, race, income, wealth, etc. will be. He called this the "original position." From the original position, peop would set aside their preferences behind a "veil of ignorance" and agree to a set of common principles of justice and organization—in other words, a social contract. David Gauthier (1987) posits that cooperation between two independent and self-interested individuals is possible, particularly when it comes to exploring morality and politics. In his version of the social contract, elements such as trust, rationality, and self-interest encourage each party to be truthful and discourage them from violating the rules. Philip Pettit, in his book "Republicanism: A Theory of Freedom and Government" (1999), argues for an update to the conventional idea that the social contract is based on the consent of the governed. Explicit consent, according to Pettit, does not work because consent can be manufactured. Instead, he simply believes that the legitimacy of the social contract exists because there has not yet been an effective rebellion against it. See More Social contract Examples Here Social contract theory is critiqued on the grounds that it is a theory that tends to conceptualize the "liberal individual" at the heart of the theory as a white male. This critique tends to come from feminist and critical race scholars. The feminist and critical race scholars. contracts are constructed. For example, Carole Pateman (1988) argues that most social contracts have the effect of governing men's domination over women. This codifies an overtly patriarchal and misogynistic cultural ideal into law. Her examples focus on marriage and surrogate motherhood, where she argues the social contract is designed to position women as subject to and dependant upon men. Thus, the social contract tends to see that individual in economic terms - the 'economic man'. We see this, for example, in laws that gave men the right to property ownership, and upholds men as the powerful entities in legal and economic institutions. A race-conscious critique holds similar arguments, but looks at how the 'liberal individual' or 'economic man' envisaged by the social contract is decidedly white. No better example of this was in the USA, where a constitution built on the idea of a social contract nonetheless allowed white men ownership over Black people. Charles Mills (1997), for example, who was inspired by Pateman's feminist critique, argued that the social contract. Mills argues, justifies the exploitation of people, lands, and resources of other races. We continue to see this, for example, in debates over Indigenous land ownership in Canada and Australia, where land ownership under the social contract belongs to the 'crown' (i.e. white colonizers), whereas from the Indigenous land. The race contract fails to acknowledge this. A third critique comes from a care ethics perspective, which holds that the social contract sees civilization as an exchange of mutual benefit, which fails a moral duty to one another. The care ethics perspective holds that the social contract fails the poor and needy who are worthy of economic and physical protections regardless of their claim to money or power. In other words, our interdependence should be more than just of mutual benefit; rather, some of us should expend our time, energy, and economic resources for the care of others, without an expected reciprocal deed. Social contract theory posits that individuals, tacitly or explicitly, agree to abide by certain rules and laws of society. They do so because the alternative is far less appealing. As the examples above show, different philosophy, and it can be used to justify both democratic and authoritarian rule. Castiglione, D. (2015). Introduction the Logic of Social Cooperation for Mutual Advantage - The Democratic Contract. In E. N. Zalta (Ed.), The Stanford Encyclopedia of Philosophy (Winter 2021). Metaphysics Research Lab, Stanford University. Epicurus—Principal Doctrines. (n.d.). Retrieved January 14, 2023, from Gauthier, D. (1987). Morals by Agreement. Clarendon Press. Gough, J. (1938). The Social Contract: A Critical Study of its Development. Philosophical Review, 47(n/a), 331. 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(Original work published 1762) Imagine a world where there are no rules, no government, and no one to tell you what you can or cannot do. While it might sound like an adventure, it could quickly turn chaotic. This scenario is what political philosophers refer to as the "state of nature," a pre-political condition where no laws or governing bodies exist. To escape this anarchy, individuals entered into agreements to form societies and governments. This idea forms the crux of the Social Contract Theory, a foundational concept in modern political thought developed by Thomas Hobbes, John Locke, and Jean-Jacques Rousseau. Let's delve into how each philosopher envisioned the social contract and its implications for political authority and democracy. Table of Contents Before diving into the theories, it's essential to understand what the "state of nature" entails. In this hypothetical condition, individuals are free from any political authority. However, this freedom comes at a cost—without laws or a governing body, the state of nature can be unpredictable and dangerous. nature. According to him, life in this condition would be "solitary, poor, nasty, brutish, and short." He believed that humans, driven by self-preservation, would be in constant conflict over resources. To escape this chaos, individuals would willingly surrender their freedoms to an absolute sovereign in exchange for protection and order. This agreement forms the basis of Hobbes's social contract. John Locke: A more optimistic view Locke's perspective on the state of nature was less bleak. He believed that individuals had natural rights to life, liberty, and property. However, these rights were insecure in the state of nature due to the lack of impartial justice. Thus, people agreed to form a government to protect these natural rights. Unlike Hobbes's absolute sovereign, Locke envisioned a limited government bound by the rule of law. Jean-Jacques Rousseau offered a unique take on the state of nature, viewing it as a peaceful and idyllic time. However, as societies grew, people became competitive and corrupt. To regain their lost freedom, individuals entered into a social contract to form a democratic state governed by the "general will"—the collective will of the people aimed at the common good. The social contract serves as the foundation for political authority, transforming a chaotic state of nature into an organized society. Each philosopher's interpretation of the social contract offers a different model of governance. Hobbes: The Leviathan In Hobbes's view, the social contract requires individuals to completely surrender their rights to an all-powerful sovereign, whom he termed the "Leviathan." This absolute authority is necessary to maintain peace and prevent the return to the state of nature. The Leviathan has the ultimate power to enforce laws and ensure security, even if it means curtailing individual freedoms. Locke: Government fails to protect these rights, the people have the authority to overthrow it. Locke's ideas significantly influenced the development of constitutional democracies, including the Indian Constitutional democracies, including the social contract creates a democratic state where sovereignty resides with the people. The government's role is to implement the general will, which represents the collective interest of all citizens. This model emphasizes participatory democracy and aims to ensure equality and freedom for all. Criticisms and contemporary relevance While the social contract theory has profoundly influenced political thought, it is not without criticism. Some argue that the concept of the state of nature is too hypothetical and lacks empirical evidence. Others question the feasibility of a truly consensual contract in diverse societies. Criticized for justifying authoritarianism. Critics argue that it overlooks the potential for abuse of power and the importance of individual freedoms. Critiques of Locke Locke's theory has been challenged for its emphasis on property rights, which some believe prioritizes the interests of the wealthy. Additionally, the notion of overthrowing a government can lead to instability and conflict. Critiques of Rousseau's concept of the general will has been criticized for being too abstract and difficult to implement. Some argue that it can lead to the tyranny of the majority, where the rights of minorities are overlooked. Conclusion Despite these criticisms, the social contract theory remains a cornerstone of modern political thought. It has laid the groundwork for democratic governance and the protection of individual rights. Understanding the theories of Hobbes, Locke, and Rousseau helps us appreciate the complexities of political authority and the ongoing quest for a just and equitable society. What do you think? How relevant is the social contract theory in today's political climate? Can we find a balance between individual freedoms and collective security? published Sun Mar 3, 1996; substantive revision Mon Sep 27, 2021 The idea of the social contract goes back at least to Protagoras and Epicurus. In its recognizably modern form, however, the idea is revived by Thomas Hobbes and was later developed, in different ways, by John Locke, Jean-Jacques Rousseau, and Immanuel Kant. After Kant, the idea fell out of favor with political philosophers until it was resurrected by John Rawls. It is now at the heart of the work of a number of moral and political philosophers. The basic idea seems simple: in some way, the agreement of all individuals subject to collectively enforced social arrangements have some normative property (they are legitimate, just, obligating, etc.). Even this basic idea, though, is anything but simple, and even this abstract rendering is objectionable in many ways. To explicate the idea of the social contract (2) the parties (3) agreement (4) the object of agreement (5) what the agreement is supposed to show. The aim of a social contract theory is to show that members of some society. Put simply, it is concerned with public justification, i.e., "of determining whether or not a given regime is legitimate and therefore worthy of loyalty" (D'Agostino 1996, 23). The ultimate goal of state-focused social contract theories is to show that some political system can meet the challenge Alexander Hamilton raised in Federalist no. 1 of whether "men are really capable or not of establishing good government from reflection and choice, or whether they are forever destined to depend for their political constitutions on accident and force" (Hamilton 1788). Going further, David Gauthier asply. "What theory of morals," Gauthier asks, "can ever serve any useful purpose unless it can show that all the duties it recommends are truly endorsed in each individual's reason?" (1986, 1). The ultimate goal, then, of social contract theories is to show, in the most general sense, that social (moral, political, legal, etc.) rules can be rationally justified. This alone does not, however, distinguish the social contract from other approaches in moral and political philosophy, all of which attempt to show that moral and political rules are rationally justification, on some exogenous reason or truth. Justification is generated endogenously by rational agreement (or lack of rejection in T. M. Scanlon's version). That is, the fact that everyone in a society, given their individual reasoning, would agree to a certain rule or principle is the critical justification for that rule or principle is the critical justification for that rule or principle is the critical justification for the reasons of individuals, with some being attracted to more objectivist accounts (Scanlon 2013), most follow Hobbes in modeling individual reasons as subjective, motivationally internal, or at least agent-relative. This may be because of skepticism about the overwhelming importance of self-interest to the social order (Hobbes 1651, Buchanan 2000 [1975], Brennan and Buchanan 1985), a concern to take seriously the disagreement of individual view in modern society (Gaus 2011a, 2016; Muldoon 2017; Moehler 2014, 2015, 2018) or because this approach is consistent with the most well-developed theories of rational choice in the social sciences (Binmore 2005, Buchanan 2000 [1975]). In any case, the reasons individuals have for agreeing to some rules or principles are importantly their own reasons, not "good reasons" from the impartial perspective. Of course, those same individuals may care about what they perceive to be the impartial good or some other non-individualistic notion—they need not be egoists—but what they care about, and so their reasons will differ from one another. This point, as Rawls highlights in his later work, is crucial to understanding political justification in a diverse society where members of a society cannot reasonably be expected to have similar conceptions of the good (Rawls 1996). Recent contractarian accounts put even greater weight on heterogeneity (Southwood 2010, Gaus 2016, Muldoon 2017, Moehler 2018). 1.2 The Social Contract is a model of rational justification (what reasons individuals have) into a problem of justification (what re is settled by working out a problem of deliberation: we have to ascertain which principles it would be rational to adopt given the contractual situation. This connects the theory of justice with the theory of rational choice (Rawls 1999, 16). Justification is not a "mere proof" (Rawls 1999a 508), nor is it reasoning from given or generally accepted premises to conclusions about political legitimacy or morality (Rawls 1980, p. 518). Rather, the contractual model makes explicit the reasoning that connects our standpoint as persons with determinate interests and goals to our standpoint as persons. At the simplest level, models take something complex and make it simpler. Along these lines, both the economist Ariel Rubinstein (2012) and the philosopher Nancy Cartwright (1991) compare models to fables. Fables are stories that communicate important general rules through fictional, cases. Models involve abstraction and idealization, but they do more than that: they help us see what our key assumptions are, identify the factors that we see as relevant (Gaus 2016, xv-xvii). Models, as techniques of idealization, do more than abstract (Weisberg 2007a, 2013). Consider the periodic table of the elements. It is an abstraction, but not a model according to Michael Weisberg 2007a, 2013). He calls abstractions like the periodic table abstract direct representations to distinguish them from models (2007b). Modeling seeks to isolate the important features of the target phenomena, allowing the modeler to understand and manipulate important features of the target phenomena in simulations. for instance, are not only abstractions of real persons. They are idealizations that isolate particular aspects of persons that are relevant to justification as a choice, specifically their thin theory of rationality, and their values (in the form of primary goods). Isolating these features is important for modeling the agreement procedure in Rawls's theory. Given this, we can think of social contract theories as having a general schematic form. Social contract theories is how they specify these general parameters (Thrasher 2019). The goal of the model is to represent our reasons for endorsing and complying with some set of social rules, principles, or norms in a suitably constructed choice situation. What "suitably constructed" means here will depend on the other parameters in the model. Critically, there are two sets of relevant individuals (N and N*). The first set is the representative choosers (N) constructed in the "device of real individuals whose terms of interaction are to be guided by the contract/agreement. If the deliberations of the contractors (N) are to be relevant to the actual participants (N*), the reasoning of the former must, in some way, be shared in this sense (see Public Reason and Public Justification). The other main parameter in the model is the deliberative setting (M), in which the model choosers (N) endorse some rules, principles, or norms (R). Given all of this, we can identify a general model of social contract theories: General Model of the Social Contract: N chooses R in M and this gives N* reason to endorse and comply with R in the real world insofar as the reasons N has for choosing R in M can be shared by N*. Each of these parameters (N,M,R,N*) can be specified in any number of ways. The shape of a particular contractual theory. 2. Modeling the Parties 2.1 Reductionist vs. Non-Reductionist vs. Non-Reductionist How contract theorists model the representative choosers (N) is determined by our (actual) justificatory problem and what is relevant to solving it. A major divide among contemporary social contract theories thus involves defining the justificatory problem. A distinction is often drawn between the Hobbesian/Lockean ("contractarian") and Rousseavian/Kantian ("contractualist") interpretations of the justificatory problem. These categories are imprecise, and there is often as much difference within these two approaches as between them, yet, nevertheless, the distinction can be useful for isolating some key disputes in contemporary social contract theory. Among those "contractarians" who—very roughly—can be called followers of Hobbes and/or Locke, the crucial justificatory task is, as Gauthier (1991, 16) puts it, to resolve the "foundational crisis" of morality: From the standpoint of the agent, moral considerations present themselves as constraining his choices and action, in ways independent of his desires, aims, and interests.... And so we ask, what reason can a person have for recognizing and accepting a constraint that is independent of his desires and interests? ... [W]hat justificatory problem is not simply to understand what morality requires, but whether morality ought to be paid attention to, or instead dismissed as a superstition based on outmoded metaphysical theories, then obviously the parties to the agreement must not employ moral judgments in their reasoning. Another version of this concern is Gregory Kavka's (1984) description of the project to reconcile morality is to show that commitment to morality is the aim of the contract is to show that commitment to morality is the aim of the project to reconcile morality is the aim of the project to reconcile morality is the aim of the contract is to show that commitment to morality is the aim of the project to reconcile morality is the aim of the project to reconcile morality is the aim of the project to reconcile morality is the aim of the project to reconcile morality is the aim of the project to reconcile morality is the aim of the project to reconcile morality is the aim of the project to reconcile morality is the aim of the project to reconcile morality is t an effective way to further one's non-moral aims and interests, answering the question "why be moral?" The political version of this project, is similar, though the target of justification is a set of political version of this project, is similar, though the target of justification is a set of political version of this project. is reductionist in a pretty straightforward sense: it derives moral or political reasons from non-moral ones. Or, to use Rawls's terminology, it attempts to generate the reasonable out of the rational (1996, 53). The reductionist approach is appealing for several reasons. First, insofar as we doubt the normative basis of moral reasons, such a reductionist strategy promises to ground morality—or at least a very basic version of it—on the prosaic normativity of the basic requirements of instrumentalist practical rational?" Second, even if we recognize that moral reasons are, in some sense, genuine, contractarians like Kavka also want to show that prudent individuals, not independently motivated by morality to build our social institutions and morality so as to restrain those who are only motivated by prudence, even if we suspect that most persons are not so motivated. Geoffrey Brennan and James Buchanan argue that a version of Gresham's law holds in political and social institutions that "bad behavior drives out good and that all persons will be led themselves by even the presence of a few self-seekers to adopt self-interested behavior" (2008 [1985], 68). We need not think people are mostly self-seeking to think that social institutions and morality should be justified to and restrain those who are. On the other hand, "contractualists," such as Rawls, John Harsanyi (1977), Thomas Scanlon (1998), Stephen Darwall (2006), Nicholas Southwood (2010) and Gerald Gaus (2011) attribute ethical or political values to the deliberative parties, as well as a much more substantive, non-instrumentalist form of practical reasoning. The kinds of surrogates that model the justificatory problem are already so situated that their deliberative parties, as well as a much more substantive, non-instrumentalist form of practical reasoning. political considerations. The agents' deliberations are not, as with the Hobbesian theorists, carried out in purely prudential or instrumentalist terms, but they are subject to the 'veil of ignorance' or other substantive conditions. Here the core justificatory problem is not whether the very idea of moral and political constraints makes sense, but what sorts of moral or political principles meet certain basic moral demands, such as treating all as free and equal moral persons, or not subjecting any person to the will or judgment of another (Reiman 1990, chap. 1). This approach, then, is non-reductived from the non-reductive approach is that the choosers in the contractual procedure (N) share many of the normative concerns of their actual counterparts (N*). This should ensure a closer normative link between the two parties and allow for the contract to generate a thicker, more substantive morality, presumably closer to that already held by N*. Whether this is so, however, depends on how closely the non-reductionist model of rationality is to the reasoning of actual individuals. At this point, the debate seems to be centered on two positions, which we might call the robustness and sensitivity positions. assume that they would all be committed to basic standards of rationality (Moehler 2013, 2017, 2018). We should thus suppose this same basic, shared conception of rationality and agency: when people fall short of more moralistic ideals and virtue, the contract will still function. It will be robust. According to this view, we are better off following Hume (1741) in assuming every person to be a knave, even though that maxim is false in fact. The sensitivity position rejects this, holding that, if, in fact, individuals, and their contractual solutions, will be inappropriate to N*. Perhaps whereas N* can count on social trust, the self-interested contractors will find it elusive and arrive at second-best alternatives that trusting folks would find silly and inefficient. Indeed, the sensitivity theorist may insist that even if the self-interested agents they do so for the wrong sort of reasons (Gaus 2011, 185ff). 2.2 Idealization and Identification The core idea of social contract theories, we have been stressing, is that the deliberation of the hypothetical parties are to model our problem and their conclusions are to be of relevance to us, the parties must be similar to us. The closer the parties are to "you and me," the better their deliberations will model you and me, and be of relevance to us. On the other hand, the point of contract theories is to make headway on our justificatory problem by constructing parties that are models of you and me, suggesting that some idealization is necessary and salutary in constructing a model of justificatory populism" that every person in society must actually assent to the social and moral institutions in question (Gaus 1996, 130-131). Such a standard would take us back to the older social contract tradition based on direct consent and as we argue in §3, modern contract theories are concerned with appeals to our reason, not our self-binding power of consent. Despite possible problems, there are two important motivations behind idealization in the modeling of the deliberative parties. First, you and I, as we now are, may be confused about what considerations are relevant to our justificatory problem. We have biases and false beliefs; to make progress on solving our problem of justificatory problem. from sound and relevant premises. So in constructing the hypothetical parties we wish to idealize them in this way. Ideal deliberation theorists like Jürgen Habermas (1985) and Southwood (2010), in their different ways, are deeply concerned with this reason for idealization. On the face of it, such idealization does not seem especially troublesome since our ultimate concern is with what is justified, and so we want the deliberations of the parties to track good reasons. But if we idealize too far from individuals and citizens as they presently are (e.g., suppose we posit that they are fully rational in the sense that they know all the implications of all their beliefs and have perfect information) their deliberations may not help much in solving our justificatory problems. We will not be able to identify with their solutions (Suikkanen 2014, Southwood 2019). For example, suppose that hyper-rational and perfectly informed parties would have no religious beliefs, so they would not be concerned with freedom of religion or the role of religion of political decision making. But our problem is that among tolerably reasonable but far from perfectly rational citizens, pluralism of religious belief is inescapable. Consequently, to gain insight into the justificatory problem among citizens of limited rationality, the parties must model our imperfect rationality. 2.3 Homogeneity vs. Heterogeneity Social contract theories model representative choosers (N) so as to render the choice situation determinacy, however, can have the effect of eliminating the pluralism of the parties that was the original impetus for contracting in the first place. In his Lectures on the History of Political Philosophy Rawls tells us that "a normalization of interests attributed to the parties" is "common to social contract doctrines" and it is necessary to unify the perspectives of the different parties so as to construct a "shared point of view" (2007, 226). Here Rawls seems to be suggesting that to achieve determinacy in the contract procedure it is necessary to "normalize" the perspectives of the parties. The problem is this. Suppose that the parties to the contract closely model real agents, and so on. In this case, it is hard to see how the contract theorist can get a determinate result. Just as you and I disagree, so will the parties. Rawls (1999, 121) acknowledges that his restrictions on particular information in the original position are necessary to achieve a determinate result. If we exclude "knowledge of those contingencies which set men at odds" then since "everyone is equally rational and similarly situated, each is convinced by the same arguments" (Rawls 1999, 17, 120). Gaus (2011a, 36-47) has argued that a determinative result can only be generated by an implausibly high degree of abstraction, in which the basic pluralism of evaluative standards—the core of our justificatory problem—is abstracted away. Thus, on Gaus's view, modelings of the parties that make them anything approaching representations of real people will only be able to generate a non-singleton set of eligible social contracts. The parties might agree that some social contracts are better than none, but they will disagree on their ordering of possible social contracts. This conclusion, refined and developed in (Gaus 2011a, Part Two) connects the traditional problem of indeterminacy in the contract procedure (see also Hardin 2003) with the contemporary, technical problem of equilibrium selection in games (see Vanderschraaf 2005). A topic we will explore more in §3 below. It is possible, however, that determinacy may actually require diversity in the perspective of the deliberative parties in a way that Rawls and others like Harsanyi didn't expect. The reason for this is simple, though the proof is somewhat complex. Normalizing the perspectives of the parties assumes that there is one stable point of view that has all of the relevant information necessary for generating a stable and determinate set of social rules. however. Instead, if we recognize that there are epistemic gains to be had from a "division of cognitive labor" there is good reason to prefer a diverse rather than normalized idealization of the parties to the contract (see: Weisberg and Muldoon 2017, M wish to discover social contracts that best achieve a set of interrelated normative desiderata (e.g., liberty, equality, welfare, etc.), a deliberative process that draws on a diversity of perspectives (Gaus 2011b, 2016; Thrasher 2020). 2.4 Doxastic vs. Evaluative Any representation of the reasoning of the parties will have two elements that need to be specified: 1) doxastic and 2) evaluative. These elements, when combined, create a complete model that will specified: 1) doxastic and 2) evaluative. the original position know or at least believe. Choice in the contractual model in the broadest sense, is an attempt by the parties to choose a set of rules that they expect will be better than in some baseline condition, such as "generalized egoism" (Rawls, 1999; 127) a "state of nature" (Hobbes 1651) or the rules that they currently have (Binmore, 2005; Buchanan 2000 [1975]). To do this, they need representations of the baseline and of state of the world under candidate set of rules). Without either of these doxastic constraints on his parties to the social contract by imposing a thick veil of ignorance that eliminates information about the specific details of each individual and the world they live in. James Buchanan and Tullock 1965 [1962]; Buchanan and Tullock 1965 [1962]; Buchanan and Tullock 1965 [1962]; Buchanan imposes a similar, but less restrictive "veil of uncertainty" on his representative shellower (Buchanan and Tullock 1965 [1962]; Buchanan and Tullock 196 to be the case about the world and the results of their agreement, there must also be some standard by which the representative parties can evaluate different contractual possibilities. They must be able to rank the options on the basis of their values, whatever those may be. Rawls models parties to the contractual situation as, at least initially, having only one metric of value: primary goods. They choose the conception of justice they do insofar as they believe it will likely generate the most primary goods for them and their descendants. This specification of the evaluative parameter is uniform across choosers and therefore, choice in the original position can be modeled as the choice of one individual. Insofar as there is evaluative diversity between the representatives, more complex models of agreement will be needed (see §3). If we think in terms of decision theory, the doxastic specification individuates the initial state of affairs and the outcomes of the contractual model, while the specification of the evaluative elements gives each representative party a ranking of the outcomes expected to result from the choice of any given set of rules. Once these elements are specified, we have a model of the parties reason differently or the same. As we have seen (§2.3) in Rawls's Original Position, everyone reasons the same: the collective choice problem is reduced to the choice of one individual. Any one person's decision is a proxy for everyone else. In social contracts of this sort, the description of the parties (their motivation, the conditions under which they choose) does all the work: once we have fully specified the reasoning of one party, the contract has been identified. The alternative view is that, even after we have specified the parties (including their rankings of possible social contracts. On this view, the contract only has a determinate result if there is some way to commensurate the different rankings of each individual to yield an agreement (D'Agostino 2003). We can distinguish four basic agreement mechanisms of doing this. 3.1 Consent The traditional social contract views of Hobbes, Locke, and Rousseau crucially relied on the idea of consent. For Locke only "consent of Free-men" could make them members of the government (Locke 1689, §117). In the hands of these theorists—and in much ordinary discourse—the idea of "consent" implies a normative power to binding agreements—contracts. By putting consent at the center of their contracts these early modern contract theorists (1) were clearly supposing that individuals had basic normative powers over themselves (e.g. self-ownership) before they entered into the social contract (a point that Hume (1748) stressed), and (2) brought the question of political obligation to the fore. If the parties have the power to bind themselves by exercising this normative power, then the upshot of the social contract was obligation. As Hobbes (1651, 81 [chap xiv, ¶7) insisted, covenants bind; that is why they are "artificial chains" (1651, 138 [chap. xxi, ¶5). Both of these considerations have come under attack in contemporary social contract theories, especially the second. According to Buchanan, the key development of recent social contract theory has been to distinguish the question of what generates political obligation (the key concern of the consent tradition in social contract thought) from the question of what generates political obligation (the key concern of the consent tradition in social contract thought) from the question of what constitutional orders or social institutions are mutually beneficial and stable over time (1965). The nature of a person's duty to abide by the law or social rules is a matter of morality as it pertains to individuals (Rawls 1999, 293ff), while the design and justification of political and social institutions is a question of public or social morality rather than individual obligation. In most modern social contract theories, including Rawls's, consent and obligation play almost no role whatsoever. Although contemporary social contract theories is agreement. "Social contract theories work from the intuitive idea of agreement" (Freeman 2007a, 17). One can endorse or agree to a principle without that act of endorsement in any way binding one to obey. Social contract theorists as diverse as Samuel Freeman and Jan Narveson (1988, 148) see the act of agreement as indicating what reasons we have; agreement is a "test" or a heuristic (see §5). The "role of unanimous collective agreement" is in showing "what we have reasons to do in our social and political relations" (Freeman 2007, 19). Thus understood, the agreement is not itself a binding act—it is not a performative that somehow creates obligation—but is reason-revealing (Lessnoff 1986). If individuals are rational, what they agree to reflects the reasons they have. In contemporary contract theories such as Rawls's, the problem of justification takes center stage. Rawls's revival of social contract theory in A Theory of Justice thus did not base obligations on consent, though the apparatus of an "original agreement" persisted. Recall that for Rawls (1999, 16) the aim is to settle "the question of justification ... by working out a problem of deliberation." Given that the problem of justification has taken center stage, the second aspect of contemporary social contract thinking appears to fall into place: its reliance on models of counterfactual agreement. The aim is to model the reasons of citizens, and so we ask what they would agree to under conditions in which their agreements would be expected to track their reasons. Contemporary contract theory is, characteristically, doubly counterfactual. Certainly, no prominent theorist thinks that guestions of justification are settled until such a survey has been carried out. The guestion, then, is not "Are these arrangements presently the object of an actual agreement among citizens?" (If this were the guestion, rather, is "Would these arrangements be the object of an agreement if citizens were surveyed?" Although both of the guestions are, in some sense, susceptible to an empirical reading, only the latter is in play in present-day theorizing. The contract nowadays is always counterfactual in at least this first sense. There is a reading of the (first-order) counterfactual in at least this sense. This is the reading where what is required of the theorist is that she try to determine what an actual survey of actual citizens would reveal about their actual attitudes towards their system of social arrangements. (This is seldom done, of course; the theorist does it in her imagination. See, though, Klosko 2000). But there is another interpretation that is more widely accepted in the contemporary context. On this reading, the question is no longer a counterfactual question about actual reactions; it is, rather, a counterfactual reactions; it is, rather, a counterfactual reactions; it is, rather a counterfactual reaction about actual reactions; it is, rather a counterfactual reactions; it is, rather a counterfactual reactions; it is, rather a counterfactual reaction; it is, rather a counte they were surveyed?" Framed by this question is the second counterfactual element, one which involves the citizens, who are no longer treated empirically, i.e. taken as given, but are, instead, themselves considered from a counterfactual point of view—as they would be if (typically) they were better informed or more impartial, etc. The question for most contemporary contract theorists, then, is, roughly: "If we surveyed the idealized surrogates of the actual citizens in this polity, what social arrangements would be the object of an agreement among them?" Famously, Ronald Dworkin (1975) has objected that a (doubly) hypothetical agreement cannot bind any actual person. For the hypothetical analysis to make sense, it must be shown that hypothetical persons in the contract can agree to endorse and comply with some principle regulating social arrangements. Suppose that it could be shown that your surrogate (a better informed, more impartial version of you) would agree to a principle. What has that to do with you? Where this secondstage hypothetical analysis is employed, it seems to be proposed that you can be bound by agreements can be bound by agreements that, demonstrably, you wouldn't have made even if you had been asked. This criticism is decisive, however, only if the hypothetical social contract is supposed to invoke your normative power to self-bind via consent. That your surrogate employs her power to self-bind via consent. Again, though, the power to obligate oneself is not typically invoked in the contemporary social contract: the problem of deliberation is supposed to help us make headway on the problem of justification. So the question for contemporary hypothetical contract theories is whether the hypothetical agreement of your surrogate tracks your reasons to accept social arrangements, a very different issue (Stark 2000). This argument has been revived by Jussi Suikkanen (2014) as the claim that certain forms of contract theory, most notably Southwood's (2010) "deliberative" contractualism, commit the conditional fallacy. here, namely that a conditional with counterfactual agents, will not necessarily apply if the counterfactual agents are sufficiently different from the real ones it is meant to apply to. In response, Southwood (2019) develops what he calls an "advice model" of contractualism wherein we take the counterfactual contractors to generate reasons that should appeal to us as advice from a more thoughtful, idealized version of ourselves, along lines similar to Michael Smith's (1994) ideal advisor theory of moral reasons. Thrasher (2019) raises a different but related concern that segmented choice in the model of agreement can create outcomes that are not rationalizable to the parties, since they are the result of path-dependent processes. As we have argued, contemporary social contract theory rely on hypothetical or counterfactual agreement, rather than actual agreement, rather than actual agreement, rather theory rely on hypothetical or counterfactual agreement. In one sense this is certainly the case. However, in many ways the "hypothetical/actual" divide is artificial: the counterfactual agreement is meant to model, and provide the basis for, actual agreement. All models are counterfactual Understanding contemporary social contracts, but by grasping the interplay of the counterfactual and the actual in the model of agreement. Rawls (1995) is especially clear on this point in his

explication of his model of agreement in response to Habermas. There he distinguishes between three different perspectives relevant to the assessment of the model (1996, 28): you and me the parties to the deliberative model is certainly counterfactual in the two-fold sense we have analyzed: a counterfactual agreement among counterfactual parties. But the point of the deliberative model is to help us (i.e., "you and me") solve our justificatory problem—what social arrangements we can all accept as "free persons who have no authority over one another" (Rawls 1958, 33). The parties' deliberations and the conditions under which they deliberate, then, model our actual convictions about justice and justification. As Rawls says (1999, 514), the reasoning of the counterfactual parties matters to us because "the conditions embodied in the description of this situation are ones that we do in fact accept." Unless the counterfactual models the actual, the upshot of the agreement could not provide us with reasons. Gaus describes this process as a "testing conception" of the social institutions. In this way, the contemporary social contract is meant to be a model of the justificatory situation that all individuals face. The counterfactual and abstracted (see §2) nature of the contract is needed to highlight the relevant features of the parties to show what reasons they have. Samuel Freeman has recently stressed the way in which focusing on the third perspective—of citizens in a well-ordered society—also shows the importance of counterfactual agreement in Rawls's contract theory. On Freeman's interpretation, the social contract must meet the condition of publicity: first, the publicity of the general beliefs in light of which first principles of justice can be accepted ("that is, the theory of human nature and of social institutions generally)"; and, third, the publicity of the complete justification of the public conception of justice as it would be on its own terms. All three levels, Rawls contends, are exemplified in a well-ordered society. This is the "full publicity" condition. A justified contract must meet the full publicity condition: its complete justification must be capable of being actually accepted by members of a well-ordered society. The counterfactual agreement itself provides only what Rawls (1996, 386) calls a "pro tanto" or "so far as it goes" justification of the principles of justice. "Full justification" is achieved only when actual "people endorse and will liberal justice for the particular (and often conflicting) reasons implicit in the reasonable comprehensive doctrines they hold" (Freeman 2007b, 19). Thus understood, Rawls's concern with the stability of justice are stable in this way are they fully justified. Rawls's concern with stability and publicity is not, however, idiosyncratic and is shared by all contemporary contract theorists. It is significant that even theorists such as Buchanan (2000 [1975], 26-27), Gauthier (1986, 348), and Binmore (2005, 5-7)—who are so different from Rawls in other respects—share his concern with stability. 3.2 Bargaining It is perhaps no surprise that the renaissance in contemporary contact theory occurred at the same time as game-theoretic tools and especially bargaining theory, as it was developed by John Nash (1950) and John Harsanyi (1977) is a rigorous approach to modeling how rational individuals would agree to dividuals who have individuals who have indi if the individuals involved can agree on how to divide the good in guestion, they will get that division. If, however, they cannot agree they will instead get their disagreement result. This may be what they brought to the table or it could be some other specified amount. One example is a simple demand game where two people must write down how much of given pot of money they want. If the two "bids" amount to equal or less than the pot, each will get what he or she wrote down, otherwise each will get nothing. As Rawls recognized in his 1958 essay "Justice as Fairness" one way for parties to resolve their disagreements is to employ bargaining solutions, such as that proposed by R.B. Braithwaite (1955). Rawls himself rejected bargaining solutions to the social contract since, in his opinion, such solutions rely on "threat advantage" (i.e., disagreement result) and "to each according to his threat advantage, a drawback of all such approaches is the multiplicity of bargaining solutions, which can significantly differ. Although the Nash solution is most favored today, it can have counter-intuitive implications. Furthermore, there are many who argue that bargaining solutions are inherently indeterminate and so the only way to achieve determinacy is to introduce unrealistic or controversial assumptions (Sugden, 1990, 1991; Thrasher 2014). Similar problems also exist for equilibrium selection in games (see Vanderschraaf 2005 and Harsanyi and Selten 1988). Gauthier famously pursued the bargaining approach, building his Morals by Agreement on his bargaining solution, minimax relative concession, which is equivalent to the Kalai-Smorodinsky bargaining solution in the two-person case (see also Gaus 1990, Ch. IX). Binmore (2005) has recently advanced a version of social contract theory that relies on the Nash bargaining solution, as does Ryan Muldoon (2017) while Moehler (2018) relies on a "stabilized" Nash bargaining solution. In later work, Gauthier (1993) shifted from minimax relative concession to the Nash solution. Gauthier has since adopted a less formal approach to bargaining that is, nevertheless, closer to his original solution than to the Nash Solution (2013). Many of the recent developments in bargaining that is, nevertheless, closer to his original solution than to the Nash Solution (2013). or even evolutionary approaches to modeling bargaining models between what we can call axiomatic and process models. The traditional, axiomatic, approach to the bargaining problem going back to John Nash, codified by John Harsanyi, and popularized by R Duncan Luce and Howard Raiffa (1957). Out of this tradition has come several core bargaining solutions. Each uses a slightly different set of axioms to generate a unique and generate a unique a generate a uni Smorodinsky (1975), and Gauthier's minimax relative concession (1986). The main point of contention among these theories is whether to employ Nash's independence axiom or to use a monotonicity axiom (as the egalitarian, Kalai-Smorodinsky, and minimax relative concession do), although, to one degree or another all of the axioms have been contested. The other approach is what we can call a process model. Instead of using various axioms to generate a determinate, though not always unique result. Process approaches use some mechanism to generate a determinate, though not always unique result. many types of auctions (e.g., English, Dutch, Vickrey, etc.), each has a way of generating bids on some good and then deciding on a price. Posted price selling, like one often sees in consumer markets, are also a kind of bargain, though an extremely asymmetric one where the seller has offered a "take or leave it" ask. Double-auctions are more symmetrical and have a clearer link to the initial bargaining model. Although auctions are not typically used to solve public goods problems in his workin also uses a kind of auction mechanism in his workin also uses a kind of auction mechanism in his workin also uses a kind of auction mechanism. on equality, though he doesn't develop his approach for more general application (Dworkin 1981, Heath 2004). Despite its promise, however, auction theory and its potential application to social contract theory have largely gone unexploited. The main process approach to bargaining derives from the influential work of Rubinstein (1982) and his proof. that it is possible to show that an alternating offer bargaining must be the result as Nash's axiomatic solution in certain cases. This result added life to Nash's axiomatic solution in certain cases. bargaining theory and game theory. This approach, called the Nash Program, is most notably championed by Binmore (1998), whose evolutionary approach to the social contract relies on biological evolution (the game of life) to generate the background conditions of bargaining (the game of morals). Both can be modeled as non-cooperative games and the later can be modeled as a bargaining problem. By using this approach, Binmore (1998, 2005) claims to be able to show, in a robust and non-question-begging way, that something very much like Rawls's "justice as fairness" will be the result of this evolutionary bargaining process. A more empirically minded approach follows Schelling's (1960) early work on bargaining and game theory by looking at the way actual people bargain and reach agreement. The pioneers of experimental economics used laboratory experimental economics used laboratory experiments to look at how subjects behaved in division problems (Hoffman et. al. 2000, Smith 2003). Some of the most interesting results came, perhaps surprisingly, from asymmetric bargaining games like the ultimatum game (Smith 1982). Since these early experiments, considerable experimental work has been done on bargaining problems and conventions in determining the result (Bicchieri 2016, Vanderschraaf 2018). Although appealing to a bargaining solution can give determinacy to a social contract, it does so at the cost of appealing to a controversial commensuration mechanism in the case of axiomatic bargaining or of moving to process approaches that must ultimately rely on the empirically contingent outcome of social and biological evolution. Although the importance of bargaining in the social contract has been moribund for some time, recent work is changing that (see Alexander 2017, Moehler 2018, Bruner 2020). 3.3 Aggregation We can distinguish bargaining from aggregation models of agreement. Rather than seeking an outcome that (as, roughly, the Kalai-Smorodinsky solution does) splits the difference between various claims, we might seek to aggregate the individual rankings into an overall social choice. Arrow's theorem and related problems with social choice rules casts doubt on any claim that one specific way of aggregating is uniquely into an overall social choice. rational: all have their shortcomings (Gaus and Thrasher 2021, chap. 8). Harsanyi (1977, chaps. 1 and 2; 1982) develops a contractual theory much like Rawls's using this approach. In Harsanyi's approach, reasoning behind a veil of ignorance in which people do not know their post-contract identities, he supposes that rational contractors will assume it is equally probable that they will be any specific person. Moreover, he argues that contractors can agree on interpersonal utility comparisons, and so they will opt for a contract that aggregates utility at the highest average (see also Mueller 2003, chap. 26). This, of course, depends on the supposition that there is a non-controversial metric that allows us to aggregate the parties' utility functions. Binmore (2005) follows Harsanyi and Amartya Sen (2009, Chap. 13) in arguing that interpersonal comparisons can be made for the purposes of aggregation, at least some of the time. John Broome (1995) develops something like Harsanyi's approach that relies on making interpersonal comparisons One of the problems with this approach, however, is that if the interpersonal comparisons are incomplete they will not be able to produce a complete social ordering. As Sen points out, this will lead to a maximal set of alternative is optimal (Sen, 1997). Instead of solving the aggregation problem, then, interpersonal comparisons may only be able to reduce the set of alternatives without being able to complete in aggregation approach as being incomplete in some way. Gaus (2011), for instance, uses an evolutionary mechanism to generate determinacy in his aggregation model. Brian Kogelmann (2017) argues, however, that under reasonable assumptions about the preferences of the representative agents, aggregation alone is sufficient to generate determinacy. thinking of the social contract as a kind of equilibrium. Within this tradition, however, the tendency is to see the social contract as some kind of equilibrium solution to a prisoner's dilemma type situation (see Gauthier, 1986 and Buchanan, 2000 [1975]). Brian Skyrms (1996, 2004) suggests a different approach. Suppose that we have a contractual negotiation in which there are two parties, ordering four possible "social contracts": both Alf and Betty hunts stag. Let 3 be the best outcome, and let 1 be the worst in each person's ranking (Alf's ranking is first in each pair). We thus get Figure 1 ALF Hunt Stag Hunt Hare BETTY Hunt Stag 3,3 2,1 Hunt Hare 1,2 2,2 Figure 1: A Stag Hunt, Skyrms argues, "should be a focal point for social contract theory" (2004, 4). The issue in the Stag Hunt is not whether we fight or not, but whether we cooperate and gain, or each go our separate ways. There are two Nash equilibria in this game: both hunting stag and both hunting hare. Alf and Betty, should they find themselves at one of these equilibria, will stick to it if each consults only his or her own ranking of options. In a Nash equilibrium, no individual has a reason to defect. Of course, the contract in which they both hunt stag is a better contract: it is Pareto superior to that in which they both hunt hare. The Hare equilibrium is, however, risk superior in that it is a safer bet. Skyrms argues that the theory of iterated games, Skyrms holds, we can learn from Hume about the "shadow of the future": "I learn to do a service to another, without bearing him any real kindness; because I foresee, that he will return my service, in expectation of another of the same kind, and in order to maintain the same correspondence of good offices with me and with others" (Skyrms 2004, 5). Sugden, along different lines, also suggests that repeated interactions, what he calls "experience" is essential to the determination of which norms of social interaction actually hold over time (1986). The problem then becomes how to select one unique equilibrium from a set of possible ones. The problem is compounded by the controversies over equilibrium refinement concepts (see Harsanyi and Selten 1988). Many refinements have been suggested but, as in bargaining theory, all are controversial to one degree or another. One of the interesting developments in social contract theory spurred by game theorists such as Skyrms and Binmore is the appeal to evolutionary game theory as a way to solve the commensuration and equilibrium selection problem (Vanderschraaf 2005). What cannot be solved by appeal to reason (because there simply is no determinate solution) may be solved by repeated interactions among rational parties. The work of theorists such as Skyrms and Binmore also blurs the line between justification and explanation. Their analyses shed light both on the justificatory problem—what are the characteristics of a cooperative social order that people freely follow?—while also explaining how such orders may come about. The use of evolutionary game theory and evolutionary techniques is a burgeoning and exciting area of contract theory. One of the many questions that arise, however, is that of why, and if so under what circumstances, we should endorse the output of evolutionary procedure? Surely we would want reasons independent of history for reflectively endorsing some equilibrium. This problem highlights the concern that social contracts that are the publicity condition in the right kind of way. If the publicity condition seems harder to meet, the evolutionary approach provides a powerful and dynamic way to understand stability. Following Maynard Smith (1982), we can see stability as being an evolutionarily stable strategy equilibrium in an evolutionary game where successful strategies replicate at higher rates is stable if the equilibrium composition of the population in terms of strategies is not susceptible to invasion by a mutant strategy. An ESS is an application of the Nash equilibrium concept to populations. A population is evolutionarily stable when a mutant strategy is not a better response to the population of Rawls's conception of "inherent stability" and to Buchanan's notion that social contracts should be able to withstand subversion by a sub-population of knaves. This new conception of stability combined with the dynamic nature of evolutionary games provides interesting new ways for the social contract theorist to model the output of the contract. 4. The Object of Agreement Social contract theories differ about the contract. In the traditional contract theories of Hobbes and Locke, the contract was about the terms of political association. In particular, the problem was the grounds and limits of citizen's obligation to obey the state. In his early formulation, Rawls's parties deliberated about "common practices" (1958). In his later statement of his view, Rawls took the object of agreement to be principles of justice to regulate "the basic structure:" The basic structure is understood as the way in which the major social institutions fit together into one system, and how they assign fundamental rights and duties and shape the division of advantages that arises through social cooperation. Thus the political constitution, the legally enforced forms of property, and the organization of the grounds of the grounds of the grounds of the grounds of the basic structure. (Rawls 1996, 258) For Rawls, as for most contemporary contract theorists, the object of agreement is not, at least directly, the grounds of political obligation, but the principles of justice that regulate the basic institutions of society. Freeman (2007a: 23), focuses on "the social and political institutions (2000 [1975]). Gauthier (1986), Scanlon (1998), Darwall (2006), Southwood (2010), and Gaus (2011a) employ the contract device to justify social moral norms or rules. The level at which the object of the contract is described is apt to affect the outcome of the agreement. "A striking feature of Hobbes' view," Russell Hardin points out, "is that it is a relative assessment of whole states of affairs. Life under one form of government versus life under anarchy" (2003, 43). Hobbes could plausibly argue that everyone would agree to the social contract because "life under anarchy" (the baseline condition). However, if a Hobbesian sought to divide the contract up into, say, more fine-grained agreements about the various functions of government, she is apt to find that agreement would not be forthcoming on many functions. As we "zoom in" (Lister, 2010) on more fine-grained functions of government, the contract is apt to become more limited. If the parties are simply considering whether government is better than anarchy, they will opt for just about any government (including, say, one that funds the arts); if they are considering whether to have a government that funds the arts or one that doesn't, it is easy to see how they may not agree on the former. In a similar way, if the parties are deliberating about entire moral codes, there may be wide agreement that all the moral codes, overall, are in everyone's interests; if we "zoom in" in specific rights and duties, we are apt to get a very different answer. In multi-level contract theories such as we find in the work of Buchanan's (2000 [1975], Moehler's (2018), or Thrasher (2020), each stage or level has its own unique object. In Buchanan's theory, the object of the constitutional stage is a system of constraints that will allow individuals to peacefully co-exist, what Buchanan calls the "protective state" (2000 [1975]). On his view, the state of nature is characterized by both predation and defense. One's ability to engage in productive enterprises is decreased because of the need to defend the fruits of those enterprises against those who would rely on predation rather than production. We all have reason to contract, according to Buchanan, in order to increase the overall ability to engage in predation. Once the solution to the predation-production conflict has been solved by the constitutional contract, members of society also realize that if all contributed to the productive state." Each stage is logically distinct though there are causal relationships between changes made at one stage and the efficacy and stability of the solution at the later stage. The distinction between the two stages is analogous to the traditional distributive justice. Although these two are often bound up together in contemporary contract theory, one of Buchanan's novel contributions is to suggest that there are theoretical gains to separating these distinct objects of agreement. Moehler's (2017) "multi-level" contract has several aspects. First, drawing on their pluralistic moral commitments individuals seek to agree on social-moral rules that all can endorse as a common morality. This object of this agreement is similar to that of Darwall's, Gaus's and Southwood's models. The second-level agreement is appropriate to circumstances in which pluralism is so deep and wide no common morality can be forged. Rather than moral agents, the parties are reconceived as instrumentally rational prudential agents, the parties are reconceived as instrumentally rational prudential agents. deeper moral basis cannot be uncovered. 5. What Does the Contract Show? Suppose, then, that we have arrived at some social contract. Depending on the initial justificatory problem, it will yield an outcome R (principles, rules, etc. that have some normative property L—such as justice, morality, authority, obligation, legitimacy, mutual benefit, and so on. But, supposing that the contract has generated a principle, rule, etc. with the relevant normative property, precisely what is shown by the fact that this principle or rule was generated through the contractual device? Throughout we have been distinguishing the justificatory problem from the deliberative model. Now the strongest that could be claimed for a contractual argument is that the outcome of the deliberative model is constitutive of both the correct solution of the justification that "R has L." On this "constructivist" reading of the outcome of the deliberative model, there is no independent and determinate external justification that R has L, which the contractual device is intended to approximate, but, rather, that R is the outcome of the deliberative model is the truth-maker for "R has L". Rawls, along with Gauthier and Buchanan, was sometimes attracted to such a reading. Rawls (1999, 104) describes the argument from the original position as invoking "pure procedural justice"—the deliberative situation is so set up that whatever principles it generates are, by the fact of their generation, just. But, his considered position to "the question of justification" (1999, 16). We might say that the deliberative model is evidence of the proper answer to the question of justification. However, this is still consistent with Rawls's "constructivism" because the answer to the justificatory problem is constitutive of R's having L. So we might say that Rawls's two principles are just—simply because they are in reflective equilibrium with the considered judgments of you and me and that they would be chosen in the original position is indicative of this. The weakest interpretation of the contract is that the contract device of the fact that R has L. One could be a "realist," maintaining that whether R has L is a fact that holds whether or not the contract device of the fact that R has L. generates R has L, and independently of whether the correct answer to our justificatory problem (i.e., what we can justify to each other) is that R has L. There is still logical space for a type of contractualism here, but an indicative contractualism of this sort would not be a form of "constructivism." Some, for example, have argued that Scanlon's theory is actually based on a sort of natural rights theory, where these rights are prior to the contract theory can be applied. 6. Conclusion: The Social Contract and Justification of the state depends on showing that everyone would, in some way, consent to it. By relying on consent, social contract theory seemed to suppose a voluntarist conception of political justice and obligation what counts as "justice" of "obligation" depends on what people agree to —whatever that might be. Only in Kant (1797) does it become clear that consent is not fundamental to a social contract view: we have a duty to agree to act according to the idea of the "original contract." Rawls's revival of social contract theory in A Theory of Justice did not base obligations on consent, though the apparatus of an "original agreement" persisted as a way to help solve the problem of justification in terms of a deliberative or a bargaining problem is a heuristic: the real issue is "the problem of justification of public justification in terms of a deliberative or a bargaining problem is a heuristic: the real issue is "the problem of justification in terms of a deliberative or a bargaining problem is a heuristic: the real issue is "the problem of justification in terms of a deliberative or a bargaining problem is a heuristic: the real issue is "the problem of justification terms of a deliberative or a bargaining problem is a heuristic: the real issue is "the problem of justification terms of a deliberative or a bargaining problem is a heuristic: the real issue is "the problem of justification terms of a deliberative or a bargaining problem is a heuristic: the real issue is "the problem of justification terms justification"—what principles can be justified to all reasonable citizens or persons. After reading this article you will learn about Social Contract Theory 3. Contributors 4. Modern Version. Definition and Meaning of Social Contract Theory:-1. Definition and Development of Social Contract Theory 3. social science and particularly in political science the concept of social contract is very well known and popular though many question (and quite reasonably) its historicity. Still today many renowned political sciencity as the starting point of their theories. For example John Rawls believes that social contract can be taken as the major focus of his theory of justice. This is the social contract theory can be defined as one which grounds the legitimacy of political authority and the obligations of rulers and subjects on a premised contract or contracts relating to these matters". There is another definition— "A contract between persons in a pre-political or pre- social condition specifying the terms upon which they are prepared to enter society or submit to political authority." Social contract can be defined as an instrument or mechanism with the help of which people enter into a new society. Or, it is a medium of transition from one stage to another and more specifically from the state of nature to civil society or political society. This transition is guided by certain conditions. We have already noted that social contract is an instrument which provides certain terms and conditions. Some people claim that they are not legally bound to carry out the directions of higher authority or the authority or the authority or the authority has already promised to perform such and such duties or, again, the contracting individuals are bound to obey certain rules as laid down in the contract. We can thus say that it is a document which contains some terms and conditions which bind both the ruler and the ruled. But this is not all. These conditions are legitimate. This is because at the time of finalization of the contract both the parties promised to obey the terms and conditions of the contract. Social contract theory is also defined as a foundation of political authority. What does it mean? The authority or the government performs certain functions. As again the ruled may refuse to cooperate with the authority or the government performs certain functions. the ruler. All these questions are easily solved by invoking the terms and conditions of the social contract. Naturally the social contract to do this. Or the general public may claim that their functions are supported by the terms laid down in the contract. Contract is the vital or most important source of consent. In the Middle Ages or even before that it was generally believed that all men are equal and naturally one cannot impose his will or decision upon other. If one wishes to perform certain duties with others then he must seek their consent or opinion. Since it is not possible to seek opinion on every issue there shall exist a general agreement or contract which will provide the guidelines. This general contract rules out the scope of repeated agreement or contract which will provide the guidelines. document. It has been signed and finalized by both or all the parties. Since everybody gave consent it was not possible to deny or refuse to give consent it was not possible to deny or refuse to give consent. But the guestion of consent is never unilateral. That all the parties to the contract are legally bound to act in accordance with the terms of the contract. Naturally, it is always bilateral or multilateral. That all the parties to the contract are legally bound to act in accordance with the terms of the contract. Naturally, it is always bilateral or multilateral. the two most important aspects of the contract are consent and legality or, in other words, legitimacy. Hence we can say that the social contract is a legal document based on the consent at the time of finalization of the terms and conditions of the contract is a legal document based on the consent at the time of finalization of the terms and conditions of the terms and conditions of the contract is a legal document based on the consent at the time of finalization of the terms and conditions of the terms and conditions of the contract is a legal document based on the contract is a legal document based on the consent of all parties who were present at the time of finalization of the terms and conditions of terms and conditions and conditions and conditions and conditions and conditions an legal contract is also a legal political organization. Thus one legal document comes to be the potential source of the foundation of political society. This question or objection is very old. Still many 'believe that behind its foundation there is some sort of contract. Today almost all the states have written constitutions and these may be treated as contracts. Hence a social contract Theory: From the study of history we come to know that the social contract is quite old. In the Mahabharata (Shanti Parva) there is a clear reference to social contract and this Mahabharata was written several thousand years from today. In the days of the Mahabharata in some places there was anarchy which in those days meant rule of the jungle or idiomatically it was used that the small fishes were indiscriminately attacked and devoured by big ones. To bring an end to this anarchy an agreement. This is a form of social contract can be traced to the eleventh century. Manegold of Lautenbach, after studying many things, arrived at the conclusion that there was a contract between the ruler and the people or ruled. That is, the contract was entered into between only two parties. The historians have cited several instances of earliest forms of social contract and one such form is in the writing of an Alsatian monk. In the contract it was said that in a society there shall be a ruler who may be called king. The king or kingship is just a title of office. Anyone who holds that office may be called a king. A contract was reached between the ruler and the people and simultaneously the terms of the contract. He cannot be a tyrant by violating the terms agreed upon by both parties. It was also stated in the contract "he govern and rule according to right reason, give to each one his own, protect the good, destroy the wicked, and administer justice to everyman." Hence it is guite clear that it is the primary duty of the ruler to protect his subjects from all sorts of odd situations and any type of attack. For this purpose the contract was made and the post of ruler or king was created. "But if he violates the contract under which he was elected, disturbing and confounding that which he was elected, disturbing and confounding that which he was elected." far as origin is concerned. There is no trace of God, religion and divinity. The ruler will rule following right and any sort of aberration will be associated with the obligations of the people to the ruler. If we go through the numerous political, social and other aspects of Middle Ages, especially fourteenth century, we shall come across the existence of embryonic form of social contract. Manegold in his idea of contract talked about a ruler, obligations of the subject to the ruler and prevalence of right reason. But in the fourteenth century Engelbert thought that there was some type of contract and the society was ruled in accordance with the terms of the contract. But the concept propagated (or elaborated) by Engelbert we find a new idea which is political authority. In other words, the contract was made by different parties (Engelbert's version the state or political authority originated from this contract. In Lessnoff's version: "All kingdoms and participates originated when men following nature and reason chose a ruler and bound themselves to obedience in a "contract of subjection" (pact ism subjection" (pact ism subjection"), made in order to be ruled, protected and preserved" If we carefully study Engelbert's version of social contract we shall find that he imagined of two stages of society—one is pre-political or pre-social and the other is political which came into existence after the social contract. An interesting aspect of Engelbert's contract theory is he was the "first to enunciate an idea destined for a long career— what would later be called the original contract.". This implies that subsequently people formed another contract. But the original contract was the source of political organisation and political authority. The concept of social contract. But he viewed the entire idea from religious point of view. Originally there was no political organisation as it is today. Perhaps Salamonio was thinking about state of nature. But he stressed that God had created all men and women equal and His intention was that all would enjoy equal privileges. But subsequently people strongly felt the necessity of establishing a kingdom or political organisation for the general betterment of people. Salamonio thought that this could be done by means of contract. Salamonio was a Roman Jurist and naturally he viewed everything in the background of Roman law. In Roman law political or civil society of partnership among individual citizens created by contract among them... The termship among individual citizens created by contract among them... of the contract are the laws of the state, without which no state can exist and which are binding on all its members including the prince or the ruler". In the hands of Salamonio the idea of contract received a better treatment and it assumed an incomplete modern form. Contributors of Social Contract Theory: Reformation, Vindiciae, Huguenot:From history we come to know that Reformation movement against maladministration and irreligious functions of church. But during the long course of movement it released certain basic concepts and social contract theory is one of them. The Calvinists (of Reformation) in the 1550s believed that there existed an unwritten covenant or contract in all societies and it was the duty of both ruler and the responsibility of carrying out the order of God and act in accordance with the terms of the covenant. But if there was any large scale disorder and transgression. Calvin's idea of covenant related to the Ten Commandments of the New Testament. Skinner says; "Since Calvin believed that in each case the essence of the covenant consisted of an agreement to obey the Ten Commandments, he went on to teach that it must be possible at any time for a group of godly men formally to reaffirm their contractual relationship with God" From this it appears that the contract or covenant theory played a very important part in the Reformation movement". The vindiciae contra tyrannos was published in 1579. It was a small but very powerful pamphlet which propagated the antimonarchism in the second half of the sixteenth century. The English translation of the pamphlet is a Defence of liberty against Tyrants. that the king had no absolute power. But its most remarkable contribution (for the present purpose) is it contains the central idea of social contract theory. We can remember the opinion of Sabine: "In its main outline the theory of vindiciae took the form of twofold covenant or contract. There is first a contract to which God is one party and king and people jointly the other party.... Secondly there is a contract in which people appear as one party and the king as the other. This is specifically the political contract by which a people becomes a state, the king is bound by this agreement to rule well and justly". The vindiciae is an explicit assertion of the famous social contract theory. Lessnoff makes the following observation about the contribution of vindiciae to the social contract theory. He says: "The vindiciae is interesting both for what is new. Junius Brutus reiterated the existence of a contract mutually obligatory between the king and his subjects who require the people to obey faithfully and the king to govern lawfully". The vindiciae wants to assert that the king had no scope to act or govern the state whimsically, he is bound by the conditions. In the sixteenth century the vindicial made a remarkable contribution to the antimonarchical movement and in order to strengthen the agitation the covenant theory was strongly emphasized. From vindiciae we obtain a few important of them. The St. Bartholomew Massacre of 1572 opened the floodgate of several political and non-political issues. In this inhuman massacre more than two thousand Huguenots of Paris were brutally murdered. The Huguenots belonged to different religious faith and their spokespersons tirelessly propagated that every religious faith had the right to hold and propagate that faith peacefully. They further said that it was the duty of the king (or queen as might be) to protect every religious faith from the wrath and displeasure of an opposite faith. It is the constitutional duty of the authority. It is a type of contract. The authority will protect every religious sect and, in exchange of that, the sect will release obligation to the authority. It is a type of contract. Hotman said that the ruler even the hereditary ruler, had no right to deny its responsibility towards people. Its right to rule depends upon the tacit consent of the general public. Political authority is derived from "immemorial practices, is the rightful basis of political power, and the Crown itself derives its authority from its legal position as an agent of the community". The Huguenot writers wanted to emphasis that the king had no arbitrary authority, he must share his powers with the people of the society and, if he does this, people will show their obligation. This is the basic principle of contract theory and it is unfortunate that the French Government did not follow this basic principle. The Huguenot writers were at pain to note that the French government showed no respect to the immemorial practices and its responsibility to protect citizens. Other Contributors: Althusius was the important contributor to the social contract theory. The contract theory, according to Sabine, figured in his analysis in two ways. He believed that there was a relationship between the ruler and the ruler of the ruler. Sabine calls the first role as the political one and it is related to the contract of the government. The sociological role implies there is a tacit agreement between the government and the people as well as among the people reside in a society and, according to Althusius, they are bound by contract and by virtue of it they form a community. Long ago Aristotle spoke of this type of community. Sabine says that Althusius thought of several contracts that existed in society and all the people as a corporate body." People as a body create law and the authority rules according to that law. Naturally the authority had hardly any opportunity to go against the law of the people. It is a type of popular sovereignty and the foundation is the contract and Sabine is right when he says that Althusius's political ideas are based on social contract. We think that Althusius's political ideas are based on social contract. are guided by a single view and it is principle of consent or contract. The contract binds both the ruled. Samuel Pufendorf (1632-1694) was a seventeenth century jurist who supported the social contract. There was a first contract which founded a state or political community. But to him a mere foundation of a political community was not all. It must be well-administered and serve the purposes of the members and, for that purpose, a second contract was necessary which would make provision for a ruler. He writes: "On the whole, to join a multitude, or many men, into one compound person, to which one general act may be ascribed." In ancient Indian literature there are traces of contract as the basis of state. Ram Sharma in his noted work Aspects of Political Ideas and Institutions in Ancient India makes the following observation: "The first faint traces of the contract theory of the origin of the state are to be found in two Brahmanas, which refer to the origin of kingship through election among the gods on account of the compelling necessity of carrying on successful war against the asuras. Although the contract theory is found in the Buddhist canonical text Digha Nikaya, where the story of creation reminds us of the ideal state of Rousseau followed by the state of nature as depicted by Hobbes". We thus see that in both West and East social contract was thought as a basis of state creation. But the difference is in the West the theory was very popular and widely conceived. In the East it was sporadically used. Modern Version of the Social Contract Theory: The revival of social contract theory in recent decades—specifically from the seventies of the last century—is astounding. Some people began to interpret it as the origin of utilitarianism because in their opinion people began to feel that well-ordered state is far better than anarchical state that is the state of nature. Many critics challenge the very historicity of social contract as the source or origin of state. But still they regard that in the process of evolution of state its importance is undeniable. It is believed that there existed at certain period of time anarchical situation and, in order to get rid of state its importance is undeniable. It is believed that there existed at certain period of time anarchical situation and, in order to get rid of state its importance is undeniable. it, people laid the foundation of modern political organisation. The most remarkable version of social contract theory has been explicitly and self-consciously revived by the leading political philosopher of our day, John Rawls. Largely thanks to Rawls, social contract theory is now again a major focus of systematic and original political thought". Lessnoff says that the social contract in different form. The manifesto said that in order to save the nation from the crisis a type of social contract was needed. It meant contract or agreement among different groups or parties. The purpose of the contract was to reach agreement which would save the nation from a number of economic crises. In every aspect of our social, political and economic life there is immense importance of social contract. Agreement is to be reached to find out ways of how to come out of various crises. The contract may not be in Hobbesian or Lockean way or formula, but contract is found. John Rawls' A Theory of Justice was first published in 1971 and its revised edition in 1999. He says - "My aim is to present a conception of Justice which generalizes and carries to a higher level of abstraction the familiar theory of social contract as found, say in Locke, Rousseau and Kant". Rawls has not used the social contract in its original form or the entire concept. But he adopts only some relevant portions for the analysis of justice as fairness. John Rawls is the pro-pounder of the Justice Theory and he has said that certain aspects of social contract. may serve his purpose. He writes: "The guiding idea is that the principles of justice for the basic structure of society are the objects of the contract were "free and rational" persons. They started their activities from an original position and in that position all were equal. That is the starting point. After that they began to decide principles and formulate policies for further steps and actions. The main purpose is that all the future actions must be taken in a manner so that none will be in a disadvantageous position. That is, no one will suffer injustice. Rawls wants to say that at the initial position people will decide certain principles which may be called fundamental principles and these will "regulate all further agreements." Rawls is sure that in this way justice as fairness". Even Dr. Amartya Sen supports the approach (justice through social contract). He says in his The Idea of Justice; "Even though the social contract approach to justice initiated by Hobbes combined". Rawls further observes; In justice as fairness the original position of equality corresponds to the state of nature in the traditional theory of the social contract. This original position is not thought as an actual historical state of affairs. It is understood as a purely hypothetical situation characterized so as to lead to certain conception of justice". Rawls also refers to state of nature can be regarded as embodiment of "veil of ignorance" because the residents of state of nature had no clear idea of contract, civil society, government administration etc. Naturally, it was quite easy for the architects of contract to start from a position. One very powerful plus point is when the builders of the contract started from state of nature there did not arise any question of advantage or disadvantage.Lessnoff says: "The Rawlsian contract is a hypothetical contract, but with a difference.... Rawls's innovation has been to adapt contract theory to the problem of conflicting interests. To resolve conflicting interests in a way that adequately protects the interests of all is to ensure justice. Hence Rawls's contract theory is a theory of justice". Robert Nozick in his Anarchy State and Utopia has wholeheartedly supported Rawls idea of justice at first what is required is institutionalization of society and, to achieve this end, a scheme like contract is essential. All these clearly reveal that a theory which was first imagined several centuries ago has found its revival and this revival is quite interesting. Upload and Share Your Article