**The metaethic is moral anti-realism. The view that objective moral values don’t exist. Prefer:**

**This best explains ethical disagreement.**

**Joyce**, Richard. "Mackie's Arguments for Moral Error Theory." *Stanford Encyclopedia of Philosophy*, 20**17**, plato.stanford.edu/cgi-bin/encyclopedia/archinfo.cgi?entry=moral-anti-realism&archive=spr2017. Accessed 12 Aug. 2022.

The Argument from Relativity (often more perspicaciously referred to as “the Argument from Disagreement”) begins with an empirical observation: that **there is an enormous amount of variation in moral views, and** that **moral disagreements are often characterized by an unusual degree of intractability.** Mackie argues that **the best explanation of these phenomena is that moral judgments “reflect adherence to and participation in different ways of life”** (1977: 36). **This,** at least, **is a better explanation than the hypothesis that there is a realm of objective moral facts to which some cultures have inferior epistemic access than others. The example Mackie uses is of two cultures' divergent moral views regarding monogamy. Is it really plausible, he asks, that one culture enjoys access to the moral facts regarding marital arrangements whereas the other lacks that access? Isn't it much more likely that monogamy happened to develop in one culture but not in the other** (for whatever cultural or anthropological reasons), **and that the respective moral views emerged *as a result*?** Opposition to the Argument from Relativity can, broadly speaking, take two forms. First, one might deny the empirical premise, arguing that moral disagreement is not really as widespread as it is often made out to be, or at least arguing that much of the conspicuous disagreement masks extensive moral *agreement* at a deeper level (a level pertaining to more fundamental moral principles). Mackie makes some brief remarks in response to this argument (1977: 37). Second, one might accept the phenomenon of moral disagreement at face value but deny that the best explanation of this favors the error theory. Often both strategies are deployed side by side. For discussion, see Brink 1984; Shafer-Landau 1994; Loeb 1998; Lillehammer 2004; Tersman 2006; Doris & Plakias 2008. The Argument from Queerness has two strands: one metaphysical and one epistemological. The first states that **our conception of a moral property is essentially one of a very unusual kind of property, such that countenancing its instantiation requires us to posit in the world “qualities or relations of a very strange sort, utterly different from anything else in the universe”** (Mackie 1977: 38). The second states that **in order to track such weird properties we would need “some special faculty of moral perception or intuition, utterly different from our ordinary ways of knowing everything else”** (ibid.). These are not independent arguments, since we are forced to posit weird epistemological equipment only if it has already been established that the properties in question are weird. Thus really it is the metaphysical strand of the Argument from Queerness that is load bearing. The Argument from Queerness may be taken to refer to Mackie's specific version or may be considered in a generic sense. In the generic sense, whenever one argues (A) that morality is centrally committed to some thesis *X*, and (B) that *X* is bizarre, ontologically profligate, or just too far-fetched to be taken seriously, etc., then one has presented a kind of Argument from Queerness. (Arguments for the moral error theory need not take this form; one might, for example, simply discover that *X* is empirically false.) This is generic since “*X*” could denote any of an open-ended range of options. But even understanding the Argument from Queerness in a non-generic sense is no straightforward matter, since it is not entirely clear what Mackie intends to put in place of “*X*.” Mackie says that for moral properties to exist would require the existence of “objective prescriptions,” and it is evidently these prescriptions that he finds metaphysically queer. He claims that in denying the existence of such prescriptions he is denying that any “categorically imperative element is objectively valid” (1977: 29). A categorical imperative is an imperative (“Do φ”) that is applied to a subject irrespective of that person's ends. It is to be contrasted with a hypothetical imperative, which does depend on a person's ends. Thus “Go to bed now” is usually understood to be tacitly conditional, depending on something like “…if you want to get a decent night's sleep.” If it turns out that the person lacks this desire (or any other desire that promises to be satisfied by following the advice), then the imperative should be withdrawn. By contrast, the categorical imperative “Don't murder children” cannot be begged off by the addressee explaining that he really enjoys murdering children, that he lacks any desires that will be satisfied if the imperative is obeyed; it is not a *piece of advice* at all. Note that it does not appear to be categorical imperatives *per se* that trouble Mackie, but categorical imperatives that purport to be “objectively valid.” Quite what he means by this restriction, however, remains unclear. Mackie gives two concrete illustrations of what he has in mind—of what the world would have to be like in order for these putatively weird moral properties to be instantiated. First, he mentions Plato's account of the Form of the Good, which is such that the mere comprehension of the fact that something participates in the Form (i.e., is good) somehow automatically engages the motivation to seek that thing. The Good, for Plato, has a kind of magical magnetism built into it. Second, Mackie mentions Samuel Clarke, who in the early 18th century argued for (in Mackie's words) “necessary relations of fitness between situations and actions, so that a situation would have a demand for such-and-such an action somehow built into it” (1977: 40). The fact that these two illustrations are subtly but importantly different is responsible for at least some of the confusion surrounding the putative source of queerness. The Plato example suggests that the weirdness resides in properties the recognition of which *causally compels* motivation; the Clarke example suggests that the weirdness resides in properties that *demand* action (and thus motivation). The latter is arguably the more charitable interpretation (see Garner 1990), and also seems to fit better with comments made elsewhere by Mackie concerning the role of practical *reasons* in the Argument from Queerness. He writes that “to say that [objective prescriptions] are intrinsically action-guiding [which is one way Mackie sometimes describes the queerness whose existence he is denying] is to say that the reasons that they give for doing or for not doing something are independent of that agent's desires or purposes” (Mackie 1982: 115). It would make sense if Mackie were, then, simply to deny the existence of such “desire-transcendent” reasons (like Williams 1981); but his position is characteristically more nuanced than this. He allows that we often legitimately employ talk of reasons regarding persons who have no desires that will be satisfied by performing the action in question. If some other people are suffering, for example, and there is some course of action I can take to relieve that suffering, then “it would be natural,” Mackie says, to claim that these sufferings “constitute some reason ... independent of any desire that I now have to help these other people” (1977: 78-9). Though Mackie doesn't attempt to discredit appeals to such desire-transcendent reasons, what he does insist on is that talk of such reasons is made legitimate only by the presence of an *institution*: What allows the transition from “There is a stranger writhing in agony before me” to “I have a reason to help” is a cluster of institutional facts, not brute facts. Examples of institutions, given by Mackie, include the rules of chess, social practices such as promising, and the thoughts and behaviors associated with the idea of a person's identity persisting through time. Such institutions have rules of conduct which guide the behavior and speech of adherents, and transgressions of which are condemned. Importantly, such requirements “are constituted by human thought, behaviour, feelings, and attitudes” (1977: 81), and thus any such requirements are, in a central sense, *mind-dependent*. This, perhaps, provides insight into why Mackie objects not to categorical imperatives *per se*, but to *objective* categorical imperatives: It is categorical imperatives that profess to transcend all institutions, that purport to depend for their legitimacy on “requirements which simply are there, in the nature of things” (1977: 59), that are singled out as erroneous. As with categorical imperatives, so with reasons: It may not be false to claim “Anyone has a reason to ease the suffering of others,” but its truth is guaranteed only by invoking an institutional way of speaking—an institution of which one may *or may not* be an adherent. (Mackie writes that one is never “logically committed” to offer allegiance to an institution.) It is only when such a reason claim purports to transcend all institutions—when it is imbued with ambitions of objectivity—that it oversteps the mark. In light of these observations, the error theory arises because (Mackie thinks) moral discourse is pervaded through and through with aspirations to robust, institution-transcendent prescriptivity. To some extent he considers that this is due to a natural human projectivist tendency (1977: 42), but he also thinks that the problematic notions of “what is intrinsically fitting or required by the nature of things” are in part the product of institutional thinking, and thus so too are the concepts of value, obligation, and reasons that depend on these notions (1977: 82). However, this does not mean that these notions and concepts are institutional *in content*; the idea of an institution-transcendent requirement is not shown to be any less erroneous, Mackie thinks, if we observe that the idea grew out of, and remains supported by, a widely accepted institution.

**2. Asserting that some property has intrinsic ethical value is circular.**

**Pigden**, Charles, "Russell’s Moral Philosophy", *The Stanford Encyclopedia of Philosophy* (Summer 2021 Edition), Edward N. Zalta (ed.), URL = <https://plato.stanford.edu/archives/sum2021/entries/russell-moral/>.

It is not generally recognized that *Principia Ethica* contains *two* distinct arguments against the ‘Naturalistic Fallacy’, the supposed intellectual error of identifying goodness with some other property (usually, though not necessarily, a *naturalistic* property). The first, which is derived from Sidgwick, and has a long philosophical pedigree, goes something like this: (1.1) **For any naturalistic or metaphysical ‘*X*’, if ‘good’ meant ‘*X*’, then** (i) **‘*X* things are good’ would be a barren tautology, equivalent to** (ii) **‘*X* things are *X*’ or** (iii) **‘Good things are good’.** (1.2) For any naturalistic or metaphysical ‘*X*’, **if (i) ‘X things are good’ were a barren tautology, it would not provide a reason for action** (i.e. a reason to promote *X*-ness). (1.3) **So for any naturalistic or metaphysical ‘*X*’, *either*** (i) **‘*X* things are good’ does not provide a reason for action** (i.e. a reason to promote *X*-ness), ***or* ‘good’ does not mean ‘*X*’.** To put the point another way: (1.3′) For any naturalistic or metaphysical ‘*X*’, *if* (i) ‘*X* things are good’ provides a reason for action (that is, a reason to promote *X*-ness), *then* ‘good’ does not mean ‘*X*’.

**Only contracts can salvage ethics, people can create contingent obligations. They agree to channel their desires and in doing so, establish a set of moral agreements.**

**Narveson**, Jan. "Contractarianism FAQ." *Manchesterism*, www.manchesterism.com/the-contractarian-theory-of-morals-faq/. Accessed 19 Apr. 2022.

**Right and wrong don’t** grow on trees or **fall out of the sky** on us. Intelligent people must address the problems that morality might be able to help us out with, and must then act accordingly. There is no other way. What, then, are these problems? What is the possible use of morals, anyway? In a sense, we should not expect a single answer to this question. On the other hand, however, morals being what it is, there must be some sort of commonality. **We can’t expect a rule to be universally accepted by rational people unless it somehow appeals to all**; but “it” won’t be able to appeal to all if some people are such as to have no interest whatever in that rule’s adoption. Some sort of commonality, yes: but what? There is an answer to this question, with the right sort of generality to it. In many treatments, this answer has been “self-interest.” But that answer is extremely misleading, and taken in the strictest sense, probably wrong. For the purposes we are now pursuing, namely the foundations of morals, the sense in which it is wrong is clear and too important to be ignored. To see why, however, requires that we be very clear about what Contractarianism is and what it isn’t. According to Contractarianism, **the principles of morals are a sort of agreement,** or “in a sense” an agreement. But what sort, or what sense? The word ‘agreement’ suggests two things, both to the point. On the one hand, parties to an agreement agree. But you and I both agree that the world is round -yet we have not in any sense at all made an agreement to that effect: you know it’s round, I know it’s round; so our views agree; so we agree. Agreement in the second sense is quite different. Here we envisage a previous exchange of proposals: **you say, “The price is $2.00”**; to which I respond, perhaps, by saying “Too much – no deal”, or perhaps by saying “sold!” In the latter case, **I then reach for my pocketbook, out comes the money, you hand over the widget, I hand over the two dollars,** and we’ve done our deal. **We came to an agreement which did not previously exist – a practical one. I agreed to do a certain thing for you, namely give you two dollars, provided that you do something for me, namely transfer your control over that widget to me.** Neither of us were under any antecedent obligation to do anything of the sort. And it could have been the case that, for some or no reason, I just felt like giving you two dollars, no strings attached; and you, coincidentally, were suddenly seized with the urge to give me a widget, likewise with no quid pro quo. In the latter case, we would have “agreed” in something more like the sense in which we both agree that the world is round. But in the former, normal case, **our coming to an agreement involves a conditional intention**. The exchange is “iffy”: **I’ll do x if you do y; you’ll do y if I do x.** It could have been that I said I’d pay you now for delivery of the widget tomorrow. In that case, **your agreement would have created an obligation for you; you would have incurred an obligation to me to do that.** Contractarianism generalizes this. Its idea is that the principles of morals are a kind of grand agreement. In theoretical principle, what makes it an “agreement” is that its rules are, at least implicitly, “iffy”: **each of us is to treat each of the others in certain ways provided that they do likewise. If they don’t, the deal is off.** And if it’s off, the idea is, then we are both worse off than if it were on. Mutiality, reciprocity, is the byword. There is a bit more complexity, and there are some puzzles. But let’s first explain the general structure, for purposes of exploring the Foundations of Morals. **Contractarianism proposes to generate morals**, and to generate it **out of a previous condition** (at least in theory) **which was not moral. In the Beginning,** as it were, **there were just people, going about their various businesses. It is the interests these people have antecedently that motivate them to get into the morality business.** If everyone does what the agreement calls upon him to do, then everyone is better off than he or she would be without it. Morals must be to everyone’s expected advantage or benefit, in the condition in which all comply. Of course there is a problem that they might not comply. After all, morals asks them to do something which, looked at in isolation, is not advantageous. For example, I might be better off if I had both the widget, from you, and yet retained my two dollars, which I would now be free to use to garner other benefits for myself. The fact that compliance for me, given that others comply, is apparently disadvantageous is what makes the whole situation so interesting, and the theory so fruitful for the moral philosopher. Indeed, we can go farther. If you don’t comply, I certainly shouldn’t comply, and would be a fool to do so. If you do comply, however, it looks as though I also should not comply, if I could get away with not doing so. Does this, then, make morality irrational after all – as so many have claimed? On the contrary. But it certainly makes life interesting. At present, the point is this. Most moralists generate obligations out of assumptions about obligation. But why the original assumptions? We aren’t told. Of course, we are told that they are “intuitions” – but that’s just another way of not answering the question, really, because to say that is to say that they are moral truths. What we wanted to know, however, is why are they such? And appeals to intuition are by definition incapable of answering that. If we are to answer it, we need an analysis of morals. And that is not so very hard to provide. Morals are rules or requirements, presuming authority over us all: they are rules that all are supposed to obey. To show that a proposed morality is reasonable, then, we need to show that everyone – those being the people who are asked to comply with them – has a reason to comply. And that reason must already exist. Making reasons out of thin air doesn’t cut it. The contractarian view enters the picture by proposing that the right set of principles to play this role is the set such that everyone, looking at those proposed principles from his or her point of view ex ante, can see that he or she will do better if everyone, including himself or herself complies with those principles than if there are none or some other set.

**Thus, the standard is consistency with contracts.**

**Prefer:**

**1. Contracts are the only motivational ethical theory. I can decide to not be a utilitarian whenever I feel like it and be better off but I can’t do that with a contract since the reason I feel obligated to fulfill my end is I know I’ll get something in return. That outweighs, morality can’t provide obligations if it's not motivational. To say you ought to do something means you have some reason to act a certain way which isn’t the case if you can just ignore ethics.**

**Contention 1)**

**Borders are established via contracts between states.**

**Owsiak**, Andrew P., **et al.** "The International Border Agreements Dataset." *Conflict Management and Peace Science*, vol. 35, no. 5, Sept. 20**18**, pp. 559-76, www.jstor.org/stable/26959414. Accessed 8 Apr. 2023.

De jure **border settlement exists when neighboring states agree upon their respective sovereign (land) jurisdictions under international law** (Cukwurah, 1967; Gibler, 2012; Owsiak, 2012; Prescott and Triggs, 2008; Vasquez, 2009). This suggests that de jure settlement possesses three broad characteristics. First, **settlement requires international border agreements. We have therefore gathered comprehensive data on such agreements, with particular attention to three noteworthy characteristics: agents, methods, and outcomes.** Agents denote the actors working toward agreement, as well as on whose behalf they do so. **In most cases, neighboring states negotiate and sign such agreements on their own behalf (e.g. United Arab Emirates and Oman) or explicitly delegate their authority to a third party (e.g. the International Court of Justice or the Swiss Federal Council in the Colombia–Venezuela case).** Two exceptions exist, however. First, **colonial powers might negotiate or administratively determine borders on behalf of their dependent territories,** producing border delimitations both across (e.g. the Berlin Conference of 1884) and within (e.g. Spanish viceroyalties in the Americas) colonial empires. Second, **post-war conferences allow victorious states to impose new boundaries on the international system** (e.g. Czechoslovakia’s emergence after the First World War). Our data capture the activities of each of these agents. Methods concern the tools (or conflict management strategies) that agents use when working toward border delimitation. We capture data on eight of the most prominent strategies used in the delimitation process: (a) negotiation; (b) mediation; (c) arbitration; (d) adjudication; (e) post-war conference; (f) plebiscite; (g) internal (or administrative) decree; and (h) the use of force.3 Two characteristics are worth mentioning about the use of these strategies. First, full border settlement rarely results from a single conflict management attempt. Only 29 of the 281 dyads (or 10.32%) in our dataset experience only one conflict management attempt concerning the delimitation of their border. Many of these 29 dyads, however, are anomalous; 11 settlements occur prior to 1914 in Europe (when missing data is higher; see below) and another eight occur during the post-First (1918) and Second World War (1945) periods (when major powers redrew the map). Second, the majority of dyads (60.85%) use more than one type of conflict management strategy during the settlement process (e.g. negotiation and mediation, rather than only negotiation). Thus, the border settlement process varies substantially across dyads. Finally, outcomes refer to the products (if any) that result from settlement efforts. **Outcomes fall into one of four categories: full settlement agreements, partial settlement agreements, post-settlement agreements, and no product. Full settlements exist when neighboring states have signed (an) international agreement(s) that delimit(s) the entirety of their mutual border(s).**4 Four considerations determine whether full settlement exists empirically. First, if a series of agreements each delimits segments of a border (e.g. see Afghanistan–Iran), then the border becomes fully settled after states sign the final agreement. **Second, post-colonial states inherit the borders delimited by colonial powers if they exist (e.g. see Burkina Faso–Togo)—unless they contest those borders within the first year after independence. If contestation occurs (e.g. see Ghana–Ivory Coast) or colonial powers never delimited a border (e.g. see India–Bhutan), the border remains unsettled until the involved states sign an agreement.** This reconciles the competing norms of uti possidetis (i.e. new states inherit the borders of the previous state to which they belonged) and self-determination (i.e. the right of groups to select the sovereign state to which they belong). Third, **border settlement does not exist if one dyad member explicitly fails to ratify an agreement that requires ratification (e.g. see Honduras and El Salvador).** Lastly, border settlement—as part of international law—is irreversible, even if a state abrogates an agreement (e.g. see Ecuador–Peru) or leaves and re-enters the international system (e.g. European states during the Second World War).5 The remaining outcomes exist relative to de jure full settlements. Agreements short of full settlement constitute ‘‘partial’’ settlements (i.e. low-level cooperation). These agreements include: agreements to arbitrate that the signatories may not execute (e.g. Colombia–Venezuela); treaties of friendship or alliance that delay a final border delimitation (e.g. Colombia–Peru); modus vivendi that define a temporary status quo until  final border delimitation occurs (e.g. Argentina–Bolivia); or agreements obtained via third parties that the disputants reject (e.g. Spanish arbitration in Colombia–Venezuela; on all partial agreements, see Ireland, 1938). In contrast, post-settlement agreements appear after de jure settlement.6 These typically concern the demarcation process (i.e. marking the delimited border physically on the ground) or re-iterate agreed upon boundaries. **Colonial states, for example, often sign the latter to reassert acceptance of their colonial boundary** (i.e. uti possidetis) **via a bilateral agreement with their post-colonial neighbor.** Finally, in addition to reaching an agreement, states regularly create no product (or agreement) as a result of their border settlement efforts.

**This impacts back to my framework because borders are determined via mutual  restraint which means states mutually agreed that the boundaries would be the dividing line between where one state's jurisdiction ends and the others begins. Thus, under contracts states ought to be able to control their borders because they have a right to their side via contract.**

**Contention 2) Obligations arise from mutually restraining yourself with someone else. Thus, in order for justice to require you to do something you have to have bound yourself to do it in a contract. However, states haven’t agreed in contracts to open their borders which means they’re not required to do so.**