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Climate Justice. A Contractualist Perspective*

Abstract: The aim of this paper is to question the utilitarian hegemony in recent discussions about global climate change by defending the possibility of a contractualist alternative. More particularly, I will raise and try to answer two questions. First: How can we justify principles of climate justice? As opposed to the utilitarian concern with maximizing general welfare, a contractualist will look at the question whether certain principles are generally acceptable or could not reasonably be rejected. Second: What do we owe to future generations in these matters? Three principles of climate justice are suggested: a sufficiency principle securing basic human rights, a principle of justice giving each generation a right to realize its conception of justice, and a principle of reciprocity requiring us to take responsibility for the reception of benefits and the causation of harm.

1. Questioning the Utilitarian Hegemony

It is fairly uncontroversial today that human activity is causing global warming of the atmosphere. There is also a broad consensus on the harmful consequences of the ensuing climate changes. At the same time, however, there are many disagreements about how to evaluate these consequences and which moral and political conclusions one ought to draw from them. It is controversial, whether we have any moral responsibilities to future generations and how demanding these responsibilities are. Moreover, there is an intense debate of the question of how—if there are any—to distribute such responsibilities among the members of our own generation. From a utilitarian perspective, it might seem quite easy to answer these questions: on the one hand, we have a general moral obligation to maximize the utility of all sentient beings, and that is why we surely also have a responsibility to future generations. On the other hand, the question of how to distribute our responsibilities to future generations has to be based on considerations of efficiency. As we are obligated to maximize overall utility, the responsibilities of realizing this aim are to be distributed according to the abilities of each agent. Those agents who are particularly well-placed and able to prevent harm and/or promote welfare are particularly responsible to do so.

* An earlier version of this paper was presented at the FernUniversität in Hagen. I wish to thank the audience as well as Michael Baurmann and an anonymous referee for very helpful comments and useful suggestions.

This perspective undeniably has many virtues. And many authors thus take it to be—certainly in quite different ways—the natural perspective to adopt when thinking about the moral and political issues raised by global warming (Singer 2004; Lomborg 2008; Nordhaus 2008; Stern 2009; Birnbacher 2010). It might thus seem, as if the only solution to the specifically moral problems raised by global climate change is to be found in a generally utilitarian framework. In this essay, however, I want to argue that this impression is misleading and that there is at least one alternative perspective which might be fruitfully explored in order to see the moral problem of global warming in a new light. My primary interest does not consist in criticizing the utilitarian paradigm. I rather want to elucidate the main ideas of a contractualist alternative, defend it against several prominent objections and point to some of its advantages as against its rival perspective. And even if I make some specific proposals for a new conception of climate justice, the primary aim of this paper is to outline a plausible account of how to direct our thinking to around the contentious moral issues raised by global warming in circumstances of reasonable disagreements about our obligations to future generations.

I first want to present the essential claims of the contractualist doctrine and show how it might be extended to the more general issues of intergenerational justice (2). Next, I discuss different principles of distributive justice and suggest—from my contractualist point of view—three principles of intergenerational justice (3). I then shall try to make use of these general results to develop a new conception of climate justice by proposing a contractualist framework for thinking about the distribution of responsibilities for the consequences of global warming (4). Before concluding with some thoughts on the possibility of a contractualist utopia (6), I shall briefly comment upon three objections from a utilitarian point of view (5).

2. Presenting a Contractualist Alternative

Let us begin by looking at the main elements of a contractualist theory of justice in general. First of all, it might be useful to ask what the problem is and what question contractualists as well as utilitarians are trying to answer. As I understand these theories, they are not involved in the task of a general ‘justification’ of morality to an ‘amoralist’ who does not care about morality in the first place. Tim Scanlon, to quote a prominent contractualist, doubts “whether such a justification can always be provided” (1998, 148). Both of these doctrines rather suggest divergent views of how to *understand* the moral point of view or the general idea of impartiality. And they then suggest specific answers to the question of how to act in a moral way given the fact that at least some people are *already* motivated to act morally. In any case, the recent debate on climate justice does not raise the question of the foundations of morality in the first place. Given the assumption that some of us are committed to following the demands of morality, the crucial question is what those demands are and what

we owe to members of future generations whose welfare crucially depends on our actions or omissions.

Now, the utilitarian has a quite simple and elegant way of answering this question: the main point of morality in general is the maximization of utility. And while it is surely controversial what precisely utility consists in and how it might be maximized most efficiently, from a utilitarian point of view we are required to act in a way which realizes the greatest possible utility for all those affected by a particular action. With this principle we are also able to answer the question of our moral obligations to future generations: ideally and speaking very generally, we should act in a way which realizes the highest amount of utility or, to take a popular interpretation of the term ‘utility’, the greatest net happiness of all generations taken together (Birnbacher 1988, 103; Singer 2004, 40–41). The contractualist, by contrast and again very generally, claims that moral principles are the result of a general consensus or agreement of all those affected by certain actions or institutions. From this perspective, we therefore are obligated to act in a way which might be justified by those principles that no one, to take a recent version of this doctrine as an example, “if suitably motivated, could reasonably reject” (Scanlon 1998, 189).¹

For purposes of clarification, it might be useful to look at least at the following objection: the contractualist doctrine aims at providing us with reasons for the adoption or rejection of particular principles of justice. And his answer consists in pointing to the fact that certain principles are adopted or rejected by people in suitably defined circumstances. But what exactly, so the objection goes, is the work done by the idea of a contract in this story? The contracting parties have their particular reasons to adopt or reject certain principles. And these reasons seem to be the one that in the end lead to the adoption or rejection of the principles in question. Then, what do we need the idea of a contract for? Why shouldn’t we just point directly to those reasons without making this cumbersome detour via a contractualist procedure? And if this is the way to understand a contractualist theory of justification, it, moreover, remains unclear what kind of particular dignity those reasons might have and what exactly their content is. To put this objection in a nutshell: if the reasons of the contracting parties are equal to the reasons we are offered for accepting moral principles, what use do we have for the contractualist procedure in the first place?

In order to reply to this objection, I would suggest separating two different issues. While it is correct to assume, on the one hand, that the contracting parties have certain reasons for adopting or rejecting certain principles, it is not correct to assume that the contractualist doctrine claims that *their* reasons for adopting certain principles are identical to the reasons it gives *us* to consider certain principles as justified. Let me illustrate this reply by referring to the two main advocates of contractualism in the contemporary debate. In the case of

¹ My discussion here is limited to the Kantian tradition of (moral) ‘contractualism’ (Rawls, Scanlon) and shall not consider the Hobbesian tradition of (rational) ‘contractarianism’ (Gauthier); on the terms of ‘contractualism’ and ‘contractarianism’, see Scanlon (1998, 5 and 375) and Gardiner (2009, 79). For a detailed account of the latter position, see Leist (2003); on its problems with intergenerational justice, see Mulgan (2006, 24–38).

John Rawls, the contracting parties in the original position have self-interested reasons in securing a large amount of primary goods. And that is why they adopt the two principles of justice. *Their* reasons for adopting these principles, however, are not identical with the reasons *we* are offered to accept their decisions as just. On the one hand, Rawls wants to convince us that the specific description of the *original position* adequately reflects certain considered judgments of ours and thus might be understood as ‘reasonable’. But on the other hand, neither the (moral) reasons we are given to take up this thought experiment ourselves in the first place, nor the (prudent) reasons of the contracting parties are identical to the reasons generated by Rawls’ contractualist procedure for his conception of justice as fairness. By the end of a contractualist day, we therefore might be said to have *new* reasons to consider certain principles as justified because they are the outcome of a particular choice which was not prefigured by the (moral) reasons the parties were externally constrained by or the (prudent) reasons they were more directly motivated by.

The difference between these two issues might be even clearer in Tim Scanlon’s version of contractualism. Scanlon, however, also recognizes the similarities of his theory with Rawls’ theory; he writes that “the underlying moral ideas of the two theories are very similar” (1998, 375). According to Scanlon, what we owe to each other is to be determined by moral principles “that no one, if suitably motivated, could reasonably reject” (189). Again the question might seem to be: if the contracting parties reject certain principles for certain reasons, why shouldn’t we take these reasons as our reasons for rejecting certain principles? The answer is again that there is a crucial difference between the *subsidiary* question *the participants of a contract* ask themselves and the *primary* question *we* are interested in (for this terminology, see Estlund 2008, 246). *We* want to know: ‘what do we owe to each other?’ The participants of Scanlon’s contractualist procedure, on the other hand, ask themselves: ‘do I find this proposal acceptable in the light of my personal reasons?’ And it is then claimed that the answer to the subsidiary question of the contracting parties might be—again—a particularly *relevant* and *new* reason for the answer to the primary question we are interested in. It is true, and Scanlon himself addresses this objection: “If we were to appeal to a prior notion of rightness [...], then the contractualist framework would be unnecessary, since all the work would already have been done by this prior notion.” (1998, 213) But the conditional clause of this sentence is not true and the mere fact that the participants of a hypothetical contract might have *their personal* reasons for rejecting a proposal, might become a moral consideration *for us* to regard it as not justified, and the fact that *they* couldn’t reasonably reject a principle gives *us* a good reason to regard it as justified.

Within the narrow limits of this essay, I obviously cannot present and defend a comprehensive account of the contractualist doctrine. So to come to terms with this objection, let me just point out, that the contractualist aspires to avoid both horns of the following dilemma: it does not appeal to a prior notion of rightness which would render the doctrine circular. But it also does not start from scratch either by pretending to justify morality by the appeal to purely non-moral considerations. It rather describes “the process of moral reflection” (Scanlon 1998,

216) when we think about what we owe to each other. The contractualist procedure might thus be understood as a helpful tool when trying to become clear about our moral relations to other people.

Sometimes, the contractualist doctrine faces a much more specific objection: all its virtues notwithstanding, it is of little help for particular moral issues because it derives moral principles from the consent of reasonable persons. We cannot, for example, ask animals whether they would reject a particular principle, and therefore we cannot justify a moral principle prohibiting cruelty to animals on contractualist grounds. John Rawls himself admits that his own conception of “justice as fairness” only applies “to the relations among several persons or groups” and that even a wider contractualist theory of “rightness as fairness” “fails to embrace all moral relationships, since it would seem to include only our relations with other persons and to leave out of account how we are to conduct ourselves and the rest of nature” (Rawls 1999, 15). More to our particular point, some critics argue that contractualism cannot do justice to our moral relationships with future generations. Anton Leist, for example, writes that it presupposes “a kind of symmetry between the parties”; but as we may assume such a symmetry “at most in the relationship between parents and children”, the application of contractualism does not extend beyond the span of two generations and cannot include our relationship with more distant generations in the future (Leist 2005, 459–61; my translation).

Against this objection, and this is the strategy which I shall adopt in this essay, a contractualist might try to modify his doctrine in a way that allows its application at least to the intergenerational realm (Gardiner 2009; Kumar 2009). More specifically, I will argue that a contractualist theory of climate justice may begin with and develop some plausible suggestions which may be found in some recent contributions to this doctrine. Rawls, in his *Theory of Justice*, at first concedes that the contracting parties in the original position “know that they are contemporaries” and that “there is no reason for them to agree to any saving whatever” (Rawls 1999, 254–5; cf. also 2001, 160 n. 39). In order to avoid this highly unsatisfying conclusion, he makes the “motivational assumption” according to which “their goodwill stretches over at least two generations” (Rawls 1971, 128; cf. also 1999, 111; Höffe 1993, 181–3). But as several authors have pointed out (Birnbacher 1988, 129; Mulgan 2006, 41; Heyd 2009, 175–9), the persuasiveness of this assumption is limited: the ad hoc introduction of a further “motivational assumption” not only has an air of arbitrariness about it; the mere extension of the goodwill to their immediate descendants also does not do sufficient justice to the needs of the members of future generations. In his more recent *Political Liberalism*, Rawls now presents a much more convincing solution to this problem:

[...] since society is a system of cooperation between generations over time, a principle for savings is required. Rather than imagine a (hypothetical and nonhistorical) direct agreement between all generations, the parties can be required to agree to a savings principle subject to the further condition that they must want all *previous*

generations to have followed it. Thus the correct principle is that which the members of any generation (and so all generations) would adopt as the one their generation is to follow and as the principle they would want preceding generations to have followed (and later generations to follow), no matter how far back (or forward) in time.” (Rawls 1993, 274; see also 1999, 111; 2001, 160).

By putting its emphasis on the possibility of a transgenerational acceptability of a savings principle, this new proposal not only corresponds closely to the main idea of contract theory. It also may successfully avoid the main objections that were raised against Rawls’s previous views on this matter. The principles of intergenerational justice are now to be understood as the result of an agreement between the representatives of different generations, each of which being interested in a just distribution of burdens and goods as well as being motivated in the pursuit of their own particular interests.

Applying this doctrine to our moral relationships with animals might still seem somewhat problematic; and as we are interested in the grounds and contents of climate justice, we should also be aware of the fact that the consequences of global warming “for non-human animals and for biodiversity will also be severe” (Singer 2004, 19). Even if Scanlon differentiates between a broad and a narrow sense of morality and thus describes indifference to the suffering of non-human animals as—in a broad sense of the term—morally reprehensible (Scanlon 1998, 181; see also Höffe 1993, 218–39), in the narrow sense of his idea of morality, we do not have a duty to justify our actions to animals. So while contractualism might always be considered as limited with respect to an account of animal ethics, Scanlon’s particular version of contractualism may be extended to our relationship with members of future generations without any complications. He writes: “[...] contractualism provides no reason for saying that people who do not now exist but will exist in the future have no moral claims on us. [...] the beings whom it is possible to wrong are all those who do, have, or will actually exist.” (1998, 187) So if our general question is ‘what do we owe members of future generations with respect in particular to the consequences of global climate change?’, the general answer of a contractualist will consist in the claim that we owe them those actions which may be prescribed by principles that no member of any generation could reasonably reject.

3. A Conception of Intergenerational Justice

Can we build on these contractualist foundations a somewhat more specific conception of intergenerational justice which then also might serve to provide a new framework for the questions of climate justice? Climate justice is just one particular topic within the broad context of intergenerational justice. The question, therefore, of how to distribute rights for the emission of greenhouse gases should not be isolated from other issues and has to be examined in its broader context. Our obligations to future generations are not limited to climate justice: to begin with, the protection of future generations from the dangers of nuclear waste is

another pressing issue in the more general field of environmental ethics (Birnbacher 2006, 26–7; Gardiner 2009, 152–6). Furthermore, the protection of the environment may conflict with other policies which are also affecting the welfare of future generations: education, technological progress and particular political institutions might also be considered as values that future generations might have an interest in. Excessive national debt, in particular, might give rise to intergenerational conflicts of interests (see Süssmuth/Weizsäcker 2006). Last but not least, questions of climate justice have to be understood as closely connected to questions of global justice: to a large part, those suffering from climate change are the poorest people on earth. This might be seen as an aggravated form of injustice, because those who are causally responsible for climate change are not really those who suffer most from its consequences (Singer 2004, 18; Stern 2009, 25 and 46).

From a utilitarian perspective, the distribution of goods and responsibilities between the members of different generations has to bring about the highest possible amount of general utility. An egalitarian distribution, for example, does not have any intrinsic value. It surely might be the case, that an egalitarian distribution brings about a higher amount of general utility, but in certain cases, the utilitarian doctrine “may direct us to demand heavy sacrifices of the poorer generation for the sake of greater advantages for later ones that are better off” (Rawls 1971, 287). Seen from a contractualist perspective, “this calculus of advantages which balances the losses of some against benefits to others, appears even less justified in the case of generations than among contemporaries” (287).² A contractualist does not, for that reason, consider an egalitarian distribution as the uniquely just solution. To the contrary, in many cases he will consider an unequal distribution as generally acceptable by all those affected.

Let us now turn to some more specific suggestions which are the focus of recent discussions on a just and efficient climate regime. Very broadly speaking, we may distinguish between two radical positions, in between which we then may assume more moderate positions. A radical minimalist, on the one side, might claim that we are not morally obliged to consider the needs and interests of future generations at all. As far as climate change is concerned, she might then permit us to pursue our self-interest and to continue with our ‘business as usual’. As this position is rejected by contractualists as well as utilitarians, I will not pay any attention to it here. A moral maximalist, on the other side of the spectrum, will ask us to abstract from our own, contemporary concerns and demands a strict impartiality between the interests of different generations. From this point of view, the mere fact that we belong to a particular generation does not give us any reason to privilege the concerns of this particular generation. (This view, however, does not exclude that there might be *other* reasons for privileging our own generation.)

² From a utilitarian perspective Birnbacher (1988, 123) objects that, as a merely intuitive judgment, one cannot really argue about this claim at all; and if it is to be understood as a serious principle, this statement appears incompatible with the metaethical principle of logical universality. However, why should we exclude moral intuitions from the realm of philosophical argument? And can we derive substantial demands of morality from the merely logical features of the language of morality?

Many utilitarians will tend to understand the moral point of view in this maximalist term of the sense. They will claim that impartiality requires us to adopt a view from nowhere and abstract from any personal point of view. Against this view, I will claim that from a contractualist perspective there might be good reasons to reject such a maximalist position and to adopt a more moderate interpretation of the moral point of view which still is of normative significance and also has utopian potential. Such a contractualist conception of morality also tries to provide an interpretation of the basic idea of impartiality. However, by doing so, it does not require us to abstract from a personal point of view; rather its idea of impartiality and thus its criterion of principles of (intergenerational) justice is its acceptability to all persons regarded as free and equal.

3.1 Egalitarianism and Prioritarianism

In order to make some progress on the question of what principles a contractualist might regard as generally acceptable, let me now introduce two positions which have been widely discussed in recent debates: egalitarianism and prioritarianism (see for example Parfit 1997; Singer 2004, 41–2; Meyer/Roser 2006). Obviously, there are many other possibilities. For example, what persons deserve or need might be further considerations for the distribution of goods and responsibilities; and I myself will argue for the need to look at further principles of intergenerational justice. But a first step of my argument will consist in showing that the contractualist is able to illustrate that some persons may reasonably reject both of these positions. A second step of my argument will then be to claim that a contractualist conception of intergenerational justice comprises three alternative principles which are hierarchically ordered among themselves.

The egalitarian makes a simple and intuitively attractive proposal. If we have 100 unities of a certain good, and we want to distribute them among two persons about whom no further facts are known or held to be morally relevant, giving each of them 50 unities seems to be the only permissible distribution. Also in the context of discussions on climate justice, this solution has some prominent advocates: Singer proposes “both because of its simplicity, and hence its suitability as a political compromise, and because it seems likely to increase global welfare” that we support the principle “of equal per capita future entitlements to a share of the capacity of the atmospheric sink” (2004, 43; see furthermore Vanderheiden 2008, 225–30). Although this proposal does not take into account the historical responsibilities for global warming by the industrialized nations and thus differs from a position granting developing countries a higher share of emission rights, it might still be considered as highly demanding. Given the fact that there is a huge gap between the emission of greenhouse gases between industrialised and developing countries, this proposal would at least demand drastic reductions of current emission rates in the industrialized world. And it would also allow an equally drastic increase of emission rates of developing countries.

A number of authors have raised several objections both against an egalitarian position more generally and against the proposal of an egalitarian distribution of emission rights more specifically. Against the general egalitarian view one might raise the following objection which is often called the levelling-down objection (see Meyer/Roser 2006, 234; 2009, 220–1): if equality is considered an intrinsic value, it might be *required* to lower the welfare of a person without thereby raising the welfare of any other person. To give a drastic example: one might go even as far as blinding all persons in order to put them on an equal footing with all other blind persons. As this consequence, however, appears completely implausible, so the levelling-down-objection goes, the egalitarian view that it is intrinsically good to eliminate all inequalities of outcomes cannot be a valid principle of distributive justice. Against the egalitarian distribution of emission rights more specifically, one might press the objection that the needs of persons from different cultural traditions as well as different climate zones might differ and that an egalitarian distribution of emission rights therefore does not necessarily lead to a just distribution of those goods essential for the satisfaction of basic needs (see Leist 2005, 451–2; Miller 2008, 143–4; Risse 2008, 26–9).

For these reasons, a prioritarian position has recently gained a lot of popularity. Instead of asking us to equalize the outcome of a distribution, it demands to give prior concern to those particularly badly off. To come back to our previous example: a prioritarian view does not require us blinding persons, but to help the blind in order to maximally compensate their handicap. This view might be regarded as justified by utilitarians³ as well as contractualists (Scanlon 1998, 223–9). I want to claim, however, that from a contractualist perspective there might be good reasons to reject both views, egalitarianism as well as prioritarianism. We have already seen that the levelling-down objection may be regarded by some persons as valid reason for rejecting the egalitarian view. But even a prioritarian view might be challenged on contractualist grounds. Let us have a look at the two following distributive schemes:

- (1) A receives 125 units of a particular good; B receives 75 units.
- (2) A receives 100 units; and B also receives 100 units.

For reasons of equality, we should claim that (2) is better than (1). The advocate of a prioritarian view, however, will argue that our reason for preferring (2) does not necessarily derive from the value of equality. A preference for (2) as against (1) might also be defended on prioritarian grounds, as (2) raises the absolute welfare of B. Many intuitions which may seem to originate in the intrinsic value of equality may have their source in a particular concern for those worst off. So far, so good. In my view, however, these considerations do not yet allow us to close this case. There might even be reasons to reject (2) and thus reasons to prefer (1). To put this claim in a more contractualist language: A might have

³ Sometimes it is even described “as a kind of utilitarianism” (Meyer/Roser 2006, 238; see also Birnbacher 2010, section 2). Derek Parfit, however, introduces this view as an *alternative* to the utilitarian maximization of welfare (Parfit 1997, 213); and Singer also thinks that classical utilitarians would not support this view (Singer 2004, 40).

good reasons to reject a prioritarian view that advocates the moral superiority of (2), and B, at the same time, might *not* have any reasons to reject (1). In such a case, a contractualist obviously will come to the conclusion that we have reasons for preferring the inegalitarian distributive scheme (1).

How might this come about? I think two conditions will have to be fulfilled: first, one can imagine that B might lead a fully satisfying life with only 75 units of the particular good in question. Let us assume that the subsistence level figures clearly *below* this number, at a level of 50 units for example. Only in the case of a subsistence level that figures above this number—let us say, a fully satisfying life requires at least 90 units—, B could adduce good reasons to reject (1). But only in this case, it seems to me, is there a clear contractualist argument for preferring the egalitarian scheme (2). And secondly A might deserve a higher amount of units than B: A might have worked the whole day, busily collecting apples, while B has spent most of the day dozing in the sun. Under these circumstances, A might reasonably reject the demand to share all his apples equally with B. And as far as (1) is not necessarily the outcome of an action which requires a violation of a particular moral right, one also might not necessarily speak of an unjust distributive scheme. And by the way, it is not excluded that the egalitarian distributive scheme (2) can only be realized by the violation of the moral right of, for example, A. So in this case, A might also have good reasons to reject it.

The prioritarian view surely may avoid the most pressing objections against the egalitarian view and thus might be seen as having a lot of intuitive appeal. But in the end, the appeal of this position is limited to a number of quite specific scenarios. In a distributive scheme where some basic needs of B are not being met any more, we will have an altogether different result. Let us have a look at two further scenarios:

- (3) A receives 30 units of a particular good, B receives 30 units as well.
- (4) A receives 125 units, and B receives 25 units.

Let us assume, moreover, that the satisfaction of the basic needs of a person requires the possession of at least 30 units of this particular good. In this case, A could not reasonably reject the distributive scheme (3); and B certainly might adduce good reasons to reject (4). In such a case, to say it one more time, a contractualist would regard the egalitarian scheme (3) as justified. But, and this is the crucial point I would like to make here, neither for genuinely egalitarian nor for genuinely prioritarian reasons. In this case, the contractualist will regard (3) as uniquely justified because—given (4) as the only alternative—everyone is guaranteed at least an existence at the subsistence level and so no one can reasonably reject it. But a contractualist might very well consider there being reasons to reject an egalitarian or a prioritarian distribution of goods, should the level of subsistence—in a comparison between the distributive schemes (3) and (4)—be at a level of well below 25 units.

To draw a preliminary conclusion from this discussion: from a contractualist perspective, the acceptability of a prioritarian distribution of goods depends on some quite specific conditions. Prioritarianism, for a contractualist, does not have a general scope, as there may sometimes be reasons to reject a special concern

for the worst-off individual or group. (And from a utilitarian perspective, a prioritarian scheme of distribution might not always be compatible with the demand of bringing about the greatest happiness for the greatest number.) But what are then the principles of a concept of distributive justice which a contractualist procedure might generate and which furthermore might be applicable to our responsibilities to future generations in general and to questions of a distribution of the burdens of global warming in particular?

3.2 Three Principles of Intergenerational Justice

The preceding discussion has provided us with a useful starting point for the presentation and justification of three principles of intergenerational justice: first, each generation may reasonably reject a scheme of intergenerational justice that does not make sure that its basic needs are met and thus does not allow it to maintain a reasonable level of existence for all (see Wolf 2009, 352–3). To put this point in different and somewhat more specific terms, one might also say that all persons have a fundamental *human right* to the general means for preserving their lives, their health, their subsistence and their place of residence (see for example Caney 2009, 230–3). And it is clear that this applies to the members of contemporary as well as future generations. This principle I will call the principle of intergenerational sufficiency. It can be understood as a reasonable mean between a moral maximalism, the potentially overdemanding views of egalitarians and prioritarions, and an amoral, minimalist view rejecting any responsibility for the needs and interests of future generations.⁴

However, subsistence certainly is not all there is to justice. It is true, questions of justice often arise in “objective circumstances” which are characterized by a “moderate scarcity” of goods (Rawls 1971, 126–7). But Rawls emphasises that “the subjective circumstances” of justice also have to be taken into account: different individuals “have their own plans of life”; and “these plans, or conceptions of the good, lead them to have different ends and purposes” (127). And moreover, a self “regards its conception of the good as worthy of recognition” (127). So once basic human rights of subsistence are secured for all generations, each generation—apart from the interest of each of its members in the recognition of its conception of the good—will also have an interest in establishing and maintaining just social institutions. And these interests, on their part, originate in the fundamental interest of free and equal persons in the exercise and cultivation of “two moral powers (a capacity for a sense of justice and for a conception of the good) and the powers of reason (of judgment, thought, and inference connected with these powers)” (Rawls 1993, 19).

⁴ Meyer/Roser (2009, 242) point out, that “some of the reasons that have been advanced against an egalitarian conception of global justice and in favour of global sufficientarianism do speak in favour of intergenerational sufficientarianism”. The application of the difference principle presupposes a relatively high degree of solidarity between persons who feel close to each other (see Rawls 1971, 291; 2001, 159; Heyd 2009, 183). But such a high degree of solidarity cannot be presupposed in a global nor in an intergenerational context. For further discussion of the differences between the demands of sufficientarianism and the demands of the difference principle, see in particular Wolf (2009, 356–9).

Future generations, therefore, will benefit not only from a clean environment, but also from the existence of just political institutions. Ludvig Beckman correctly points to the fact, that “the political interests of future people are as worthy of consideration as their interests in a viable environment” (2008, 613). In any case, we may expect that the specifics of, for example, a conception of climate justice might be the object of a disagreement between equally reasonable points of views (see Maltais 2008, 602). We might thus find a host of different moral considerations concerning the just distribution of climate responsibilities, and it is far from clear on which grounds we are to adjudicate between them. Beyond the satisfaction of the basic needs of future people, “we are not in a position to predict how they will decide to organize their lives socially or how they will want to live individually and we cannot hope to determine these decisions either” (Meyer/Roser 2009, 241). At least, however, we should not act in a way today that will deprive future generations of the possibility of making those decisions. What we owe them beyond the provision of a subsistence level therefore is the possibility to establish and maintain just institutions in which they are able to determine and pursue their own conceptions of the good life. (We might speak of a principle of intergenerational justice in the *narrow* sense because it is addressed to the specific task of rendering possible just institutions for each generation. Taken together, my three principles of intergenerational justice are just principles in the *wider* sense of this term.)

It is at this particular point that a contractualist conception of intergenerational justice sharply diverges from utilitarianism. While a principle of sufficiency still might be justified on (negative) utilitarian grounds, Rawls writes that justice “does not require that early generations save so that later ones are simply more wealthy. Saving is demanded as a condition of bringing about the full realization of just institutions and the fair value of liberty.” (1971, 290) As opposed to a utilitarian conception of intergenerational justice, in this conception each generation, except possibly the first, will benefit from such a reasonable rate of saving (288). The benefit, in this case, does not consist in the provision of a particular amount of goods, but in the possibility for each generation to define and realise its own conception of justice. In this manner, a contractualist doctrine is not only able to accommodate the plausible idea that the interest in the establishment of just institutions within a particular generation has to be taken into account by a conception of intergenerational justice, but can also give due weight to the procedural dimensions of intergenerational justice (see e.g. Vanderheiden 2008, 252–7; Caney 2010, 90 n. 50). The significance of this consideration is so much the greater as we might assume that there exist a plurality of quite reasonable views in particular also about the specific contents and demands of a conception of climate justice. A contractualist thus will not just try to specify and interpret a particular set of principles of climate justice. Instead, he will put a particular emphasis on the procedures by which those principles are generated. And in his eyes, only those principles may be considered as justified which are the result of a fair political process of deliberation, in which all those affected are guaranteed the possibility of participation.⁵

⁵ Obviously, this requirement will raise problems for the political implementation of in-

A complete account of intergenerational justice will have to reach beyond the combination of a sufficiency principle with a second principle of justice in the narrow sense of the term. It also will have to address our moral relationships to our predecessors and to previous generations more generally. As anthropogenic climate change is caused, to a considerable extent, by the actions of members of previous generations, this might also be highly relevant for our particular task of clarifying the contents of a conception of climate justice. Very generally speaking, the duty to compensate the victims for certain damages we are responsible for forms an integral part of our moral practices. And it is clearly also a duty no one could reasonably reject. In the context of environmental ethics we may thus speak of a ‘Polluter Pays Principle’ which asks us to compensate for the environmental damages we are causally responsible for. The possibility of applying this principle to the context of ecological justice in general or to the context of climate justice more specifically is highly controversial (see Singer 2004, 34 and 46; Leist 2005, 437–8 and 448–9; Miller 2008, 125–37; Risse 2008, 29–36): Previous generations were ignorant about the detrimental effects of the emission of greenhouse gases, and in any case it is rather doubtful whether present generations are morally responsible for actions of previous generations (see for example Caney 2005). But at least it seems clear that the members of contemporary generations who know about the causes of global warming also have to bear responsibility for the consequences of the actions which might harm the members of future generations (Miller 2008, 137; Risse 2008, 39–40; Caney 2009, 240).

Moreover, some authors assume the existence of a particular moral duty to members of previous generations which requires us to not merely use the fruits of their labours for the satisfactions of our own needs, but to abstain from wilfully destroying those inherited goods and pass them on to members of future generations (Höffe 1993, 185; Meyer 2008, 26; Gosseries 2009, 132–4). It is an open question, whether this duty can be characterized as a genuine duty of *justice*. Lukas Meyer, for his part, argues that it cannot be a duty of justice because we cannot speak of a corresponding moral right on the part of another person or group. And although I tend to agree with his claim that “considerations based on the rights of future people cannot or cannot fully account for all the concerns we might have for future people [or, for that matter, for previous generations; P.R.]” (2008, 26), I do not have to go into any details here.

Instead, I want to postulate a third general principle of intergenerational justice which requires us to *reciprocate* when voluntarily accepting the benefits produced by other people (see generally Rinderle 2005, 167–80; Simmons 2008, 56–8; Gosseries 2009, 120). While this principle—as we do not benefit from the activities of future people—has a backward orientation, we can complement it with a further moral consideration which then completes and even goes beyond my account of the contents of intergenerational justice. This additional consideration gives us the idea of a *moral value* of certain actions which we are not *morally required* to carry out: we are free to bring certain sacrifices for succeeding

tergenerational (and climate) justice. Future people do not live here and now, and for that reason they cannot participate directly in the relevant political processes (see Thompson 2005; Estlund 2008, 242).

generations, without them having a right to these sacrifices. As Rawls writes, “if society wants to save for reasons other than justice, it may of course do so” (2001, 159; see also Meyer 2008, 24). At this point, we have moved beyond the limits of intergenerational justice. But a contractualist conception does not have any difficulties in recognizing the particular moral value of supererogatory acts. While one certainly could reject a principle *requiring* sacrifices for the welfare of other people, no one could reasonably reject a principle *permitting* particular sacrifices of, for example, parents for their children. For the utilitarian, however, there are notorious difficulties in giving an account of supererogatory acts that might be valuable without being the object of a moral duty (Rinderle 2006, 90).

4. A Contractualist Vision of Climate Justice

We now can turn to some more specific issues of climate justice: what climate policies do we owe to members of future generations? And how are the responsibilities to define and implement a just climate regime to be distributed among contemporaries? As we have seen, the contractualist doctrine will require either that the principles of a conception of climate justice will be—by the members of all generations, whether past, present or future—generally acceptable or at least that there are no grounds for their reasonable rejection. We may now proceed by applying our general principles of intergenerational justice to the particular questions of climate justice.

4.1 The Principle of Sufficiency

A first principle may be derived from the principle of intergenerational sufficiency. Without again going into any details, we may now postulate that we are not allowed to put in danger the level of subsistence of future generations. Subsistence is not all there is to justice, and subsistence might be seen as a very weak principle of climate justice indeed. But putting at risk the possibility of basic means of subsistence of future generations is precisely what we are doing right now by continuing, in matters of climate policies, with our ‘business as usual’ (see Caney 2009, 232). Therefore, it is far from clear whether morally prescribing a radical change from this attitude—just in order to avoid the violation of global and intergenerational human rights to life, health, subsistence and a place of residence—may not appear as quite demanding indeed to some of our contemporaries who are not ready to significantly reduce their emissions of greenhouse gases.

To further clarify how this first principle is related to the other two principles of climate justice, I would put them in a lexical order: “this is an order which requires us to satisfy the first principle in the ordering before we can move on to the second, the second before we consider the third, and so on.” (Rawls 1971, 43) Before even taking into account the means future generations might need for the realization of their own, *intra*generational conception of justice, there is a moral requirement not to put at risk their most basic level of subsistence. As it does

not require, however, that present generations have to sacrifice the satisfaction of their basic needs or tolerate any violations of their basic human rights, it is quite easy to see why no one could reasonably reject such a principle as well as its lexical priority. It does not require us to settle our climate policies by a mere cost-benefit analysis (see Gardiner 2006, 156–61; Caney 2009, 228–9). Not all costs are justified by higher benefits, and it would “be reasonable to reject a principle that required us, in every decision we make, to give no more weight to our interests than to the similar interests of other” (Scanlon 1998, 224).

But this is not what the first principle requires from us anyhow. It just limits the pursuit of our interests through taking into account basic needs of future people. And it requires us to compare the possibly excessive rates of our ‘luxury emissions’ with the modest rates of the ‘subsistence emissions’ of poor people today and in the future (see in particular Shue 1993). (Of course, not all emissions will easily fall in one of these two categories. There might be emissions of greenhouse gases connected with wide-spread cultural activities which do not just satisfy our bare existence nor can be considered as extravagant luxury. It is highly controversial what we would consider as ‘luxury’ and therefore clearly ‘immoral, because rejectable’ emissions of greenhouse gases. Insofar, however, I have postulated a priority of the first principle, even some emissions related to ‘normal, cultural’ activities, however, might be considered as rejectable and immoral.) While we thus may have good reasons to reject a purely quantitative cost-benefit analysis inspired by a utilitarian form of practical reasoning and to accept the imposition of costs for a higher benefits of others, there might not be any reasons to reject a moral principle which requires some persons to limit their ‘luxury emissions’, if this can contribute to the protection of the subsistence level of those future people who are particularly put at risk by global climate change.

4.2 The Principle of Justice (Narrowly Conceived)

The first principle of climate justice does not yet give a complete account of our responsibilities to future people. Beyond the interest of being provided with a basic level of subsistence, each generation moreover has a legitimate claim to define and realize a particular conception of *intra*generational justice. In discussions about the justification of the right to emit a certain quantity of greenhouse gases we thus have to remain aware of the fact, that the interest of future people in a clean environment is only one interest among others. They also are interested more generally in the establishment of just political institutions. From a contractualist point of view at least, the value of political autonomy will thus be regarded as more important than any particular scheme of distributive justice. There might be reasons to reject an egalitarian and even a prioritarian view, but no one could reasonably reject a principle which requires us to respect and promote the possibility of autonomy for all generations. The possibility of a loss of autonomy by policies which aim at the welfare of future people will always have to be taken account of if we are interested in developing a philosophical framework for ethics of the environment and for a just and efficient climate regime: “[...] institutional reforms, potentially beneficial to the unborn in terms of the

environment, may reduce the opportunity for future generations to rule themselves effectively.” (Beckman 2008, 614) And in some cases, there such might be good reasons to reject these reforms.

Surely, we do not have to assume priority of this second principle as against all other principles. In particular, the principle of (narrow) justice protecting the interests of political autonomy is second only to the first principle of climate justice protecting a level of subsistence for each generation. In certain cases, therefore, even a limitation of democratic procedures might be regarded as justified: “what we owe future generations is institutions and policies that take their interest into account in ways they could not reasonably reject. And it is far from obvious that they could not reasonably accept some restrictions on democracy as long as they create important enough benefits.” (Beckman 2008, 619) The principle of intergenerational sufficiency is lexically prior to the principle of intergenerational justice in the narrow sense of the term. This idea is quite similar to a much more general claim made by Rawls according to which the priority of liberty “is not required under all conditions”; it rather presupposes “reasonably favourable conditions”; and by this Rawls means the existence of favourable cultural, political and economical circumstances which “permit the effective establishment and the full exercise of these liberties” (Rawls 1993, 297; see also Wolf 2009, 351–2).

We might look at this second principle as the crucial contribution a contractualist might make to the debate on the question of a just distribution of responsibilities related to global climate change. A utilitarian will always look for the most efficient distribution of good, and while the protection of a realm in which a single person or a group of persons might decide for themselves might be seen as instrumentally beneficial for the promotion of the general welfare, utilitarians will not see any intrinsic value in the development and exercise of the moral capacity of autonomy. From a utilitarian perspective, future people, in the end, are merely objects or patients to be taken care of by certain policies which are themselves founded on a controversial moral theory. The fact that a person or a group of persons might have a non-instrumental interest to take care of themselves does not figure among the foundational considerations to reckon with in moral reasoning about climate change. A contractualist theory, to the contrary, does not understand persons as mere recipients of policies aiming at maximizing their welfare, it does not look at them as mere ‘containers’ of pleasurable or painful experiences (see Rawls 1974, 17). It is based on a view of persons as active and autonomous agents who are “viewed as capable of taking responsibility for their ends” (Rawls 1993, 33).

4.3 The Principle of Reciprocity

Over and above this second principle of climate justice we certainly might say that we have a permission to do more for the welfare of future generations than is strictly morally required by our two principles. It thus cannot said to be incompatible with the demands of justice if we renounce the satisfaction of certain needs in order to make life for future people easier even if their basic level

of subsistence and their just social institutions are already on reasonably firm grounding. We might consider such sacrifices as morally valuable but we do not owe them—in the strict sense of the term—as ‘obligations’ to future people. It is an interesting question, however, whether the moral position of generation B can be changed by certain voluntary sacrifices of the preceding generation A. Would we then not say that these sacrifices of A might become the origin of certain moral obligations of the members of B who benefit from those activities of their predecessors in A and who, moreover, might voluntarily accept these benefits? At least, we surely would have to say, that B acquired a moral obligation of gratitude to A.⁶

Now it is a further, but hopefully not altogether implausible step to say that the benefits B receives from A is not only a possible source of obligations (of gratitude) towards A, but also a possible source of moral obligations (e.g. of beneficence) towards B’s successors in C. In the context of his discussion of three different models of intergenerational reciprocity, Axel Gosseries (2009, 123) calls this idea the “descending-model” of reciprocity which precisely justifies some obligations of B to C because of certain benefits which B has received from A. This model is certainly relevant also in the context of our present discussion. The fact that we have benefited from certain activities of our predecessors (i.e. the emission of greenhouse gases accompanying industrialization) might be a reason to be particularly concerned about the welfare of succeeding generations—quite apart from questions of their subsistence level and their interest in establishing just political institutions.

There is also another side to this coin: we certainly have inherited many goods from our predecessors, but, and that becomes more and more visible already in the present, the production of those goods has and will have very harmful consequences to some members of our own generation and to members of future generations. In this particular case, would we not want to say that the fact that the production of these goods is connected in a very narrow sense to extremely high costs in the form of global warming, would mean that we have a moral responsibility—whatever view we take on the hotly debated issue of the historical or causal responsibility for climate change—to compensate the victims of these consequences? I do not see how anybody could reasonably reject such a proposal, as it draws, on the one hand, from moral intuitions, which may be considered very well-established in our self-understanding and, on the other hand, achieves a combination of an ‘Ability to Pay Principle’ with a ‘Polluter Pays Principle’ (see Caney 2009, 240–4; Risse 2008, 36–41).

A principle of intergenerational reciprocity specifies obligations of gratitude as a result of certain goods we might have inherited from previous generations, and it also requires us to assume responsibilities for the costs caused by the production of these goods. Although present generations might have a duty to be grateful to previous generations, they have at the same time acquired an

⁶ Or some specific members of it. While it is highly controversial whether one might speak of an obligation of gratitude to a group of persons or to an institution, nothing should depend on that for the present discussion. For a detailed discussion of the moral obligation of gratitude, see Rinderle 2005, 73–84.

obligation, by benefiting from certain goods they receive from them, to compensate the victims for possible harmful consequences caused by the production of these goods. And while the principle of sufficiency might be particularly useful for coming to terms with the costs connected with the *mitigation* of global warming, the principle of reciprocity might be particularly useful for distributing the burdens of *adaptation* to global warming (for discussion, see Risse 2008, 38–41).

5. Utilitarian Objections and Contractualist Replies

After having presented and argued for three principles of a conception of climate justice from a contractualist perspective, let me now reply to three objections which might be raised from a utilitarian point of view. As I said already: I do not aim to show that a utilitarian theory of climate justice will necessarily have to fail.⁷ In order to question the utilitarian hegemony in contemporary debates, it seems quite sufficient to be able to demonstrate that a contractualist conception of climate justice can be defended against the most important objections and thus is not necessarily doomed to failure.

The utilitarian might first claim that there are no important differences between a contractualist and a utilitarian theory of climate justice—at least as far as its *contents* are concerned. One could defend the view that my three principles of climate justice are the most efficient instruments to maximize the general and intergenerational welfare of human beings—and possibly non-human animals as well.⁸ Now I think, the contractualist might welcome this kind of a convergence of the contents of climate justice. Why, he might ask, should it be considered as an objection against his view in the first place? And in any case, I have not aimed at a monistic theory. And a pluralistic justification of the principles of climate justice may also possess the additional advantage of being comparatively easier to implement in political institutions and then also to lead towards a much more stable climate regime. I therefore fully agree with Simon Caney who writes: “to put it in Rawlsian terms, one may seek to develop an ‘overlapping consensus’, in which there are several distinct rationales for endorsing a strong program of mitigation and adaptation.” (2009, 234) However and at the same time, the possibility of a convergence of the contents of climate justice notwithstanding, the contractualist will insist on the fact that the *procedures* with which we reason about morality matter. He will also insist that his theory of *justification* still differs to a considerable degree from a utilitarian justification of climate justice.

⁷ Höffe (1993, 179) seems to pursue this highly ambitious aim by arguing that utilitarianism, as it cannot give an account of the obligating grounds (“Verpflichtungsgrund”) of justice, fails as a theory of justice. And therefore, it has nothing at all to say about intergenerational justice. For the possibility of a—however incomplete—utilitarian theory of justice see Rinderle 2006.

⁸ While being rather sceptical about certain components of my third principle of intergenerational reciprocity, Birnbacher (1988, 119) seems to agree—not on an ideal level of (philosophical) reflection, but at least on the practical level of (political) action—with my first two principles. Even a prohibition of destroying and an obligation to add to our inherited goods is part of our duties on this practical level of moral thinking (see Birnbacher 1988, 220; 2006, 33 and 37).

The second objection is more typical, and it is also considered as having more weight: contractualism does not offer us a convincing interpretation of the moral point of view.⁹ Instead of being interested in the presentation of an idea of what impartiality might really demand from us, the contractualist doctrine just functions as the fig leaf behind which we may hide our pampered self-centered way of life. But is general acceptability or Scanlon's criterion of the impossibility of a reasonable rejectability really all there is to the high ideal of impartiality? And to refer this objection to our topic of climate justice: do my three principles of climate justice sufficiently take account of the genuine demands of impartial morality? Or are we not just simply looking for quite an elaborate excuse in order to be able to continue our morally reprehensible lives in relative peace? To put this objection into a nutshell, the utilitarian objects that the contractualist doctrine make too much concessions to our fundamentally egoistic psychology and thus, in the end, is just a variant of a minimalist or even amoral position.

To this second objection, the contractualist may reply that utilitarianism presents us with a false dichotomy: we are not either partial egoists pursuing our self interest without paying heed to the demands of morality or impartial moralists abstracting from all personal points of view and looking at conflicts as if from a view from nowhere. There might be a form of moral impartiality which results from an equal consideration of *all* personal points of view which does not require us to leave the personal point of view behind.¹⁰ Obviously, and a contractualist will be able to concede this possibility, a moral requirement may always conflict with the self-interest of a person. In some cases, it might not even be possible to reasonably reject a principle which prohibits an action which is necessary to save our lives (Scanlon 1998, 196). Even if the costs to a person, for a contractualist, are an important consideration, they never are the exclusive consideration when answering the question whether a principle could be reasonably rejected (see Scanlon 1998, 225). (For example, it might be decisive of *how* the costs are imposed on a person.) The contractualist thus surely recognizes that morality has its price. But as opposed to the utilitarian doctrine, a contractualist recognizes the intrinsic value of a person's autonomy and, for this reason, may also accept the possibility of a morally acceptable partiality.

A third objection is based on the so-called problem of non-identity: particular members of future generation, so the objection goes, cannot criticize our actions from a moral point of view, because it is precisely those actions which are the necessary antecedents for their existence and their identity. We might

⁹ Birnbacher 2006, 33, for example, argues that the demands of a principle of sufficiency, "from an ethical point of view" are "far too minimalistic and clearly insufficient". But in any case, my conception of climate justice goes beyond a pure principle of sufficiency.

¹⁰ Birnbacher, for example, does not consider this intermediate possibility. Referring to the utilitarian theory of R. M. Hare he writes that it is characteristic of morality to evaluate a state of affairs from an impartial perspective ("von einem unpersönlichen Standpunkt jenseits der eigenen besonderen Interessen und Präferenzen"). He then goes on to describe this point of view as a perspective beyond all particular points of view ("jenseits aller besonderen Perspektiven") (Birnbacher 2001, 125–6). For a criticism of Hare's attempt to derive his strong, impersonal account of impartiality from the bare universality of moral claims, see Nagel 1995; Rawls, in a similar vein, writes: "The fault of the utilitarian doctrine is that it mistakes impersonality for impartiality." (1971, 190)

have acted differently today, we might have followed specific moral demands, but the consequence would have been, that the specific future people who might suffer from the consequences of those actions which we—moral considerations notwithstanding—carried out would not have been born in the first place. So it is precisely by virtue of certain actions of ours that a particular set of future people come into existence. As this set of people, as it were, owe their existence and their identity to some actions of ours, we therefore cannot say, that we may harm them (see Parfit 1984, 351–79). Non-existence would have been far worse, and so, by the end of their lives, they should be grateful that we acted the way we did. And to come back to our issue of climate justice, they therefore might not have any reasonable complaints against our omission to reduce our emissions of greenhouse gases. So the conclusion again is: a contractualist conception of justice might be applicable to the relationship between existing members of one and the same generation; it is completely useless for the application on our relationship to future people whose existence and identity are determined by our actions.

This objection raises many complicated metaphysical issues about personal identity, but I do not think it is convincing. Again, the crucial question is whether a contractualist theory of justification has to rely on the assumption that it is *specific* persons—persons whose existence and identity can be clearly established without any reference to particular actions of other persons, who may be harmed by our actions and may be asked for their consent to certain moral principles. If this were the case, contractualism would not be applicable to questions of intergenerational justice generally. But, at this point, we may not only ask ourselves whether moral theory in general really depends, in the manner it is suggested by this objection, on deep metaphysical problems about personal identity (Rawls 1974; Höffe 1993, 181). The adherent to a contractualist doctrine may furthermore claim that his vision does *not* depend on the possibility of harming specific future people whose existence and identity can be assumed from the outset. He may reply, that we can imagine certain *types* of future persons whose welfare depends on the actions of the members of present generations (Meyer 2008, 6; see also Reiman 2007; Caney 2009, 236–7; Kumar 2009). These types of persons might not only be harmed by our actions; these types of persons also may be imagined to be able to reasonably reject certain principles and thus to be able to criticize our actions—although the existence and identity of *specific* future persons may be based on those very same actions. The practicability of a contractualist vision of climate change thus does not fail because of intractable metaphysical problems about the existence and identity of future persons.

6. The Possibility of a Contractualist Utopia

To conclude: I have tried to show that there are good reasons to question the predominantly utilitarian approach to the questions related to global climate change. The contractualist vision disposes of some quite sophisticated tools and may offer solutions to the moral problems of climate change which partially

converge with, but partially also go beyond the solutions offered by a utilitarian doctrine. My aim has not been to subject this view to comprehensive criticism. My limited aim has been to crack the nearly exclusive monopoly of utilitarianism in contemporary debates about climate justice and suggest an alternative way of approaching this issue. It surely might then be considered a further issue which doctrine we will find more convincing. But maybe, on a practical or political level, we do not have to decide. Both visions might highlight specific aspects of the moral problems of climate change and certainly we should not exclude the possibility and forego the advantages of a *pluralistic* justification of climate justice.

In the course of this essay, I wanted to present a positive answer to the question of whether contractualism is able to contribute to such a conception. First of all, I have tried to show, that such a conception has to be understood as a part of a conception of intergenerational justice more generally. Actions and politics according to a conception of climate justice do not exhaust our moral obligations to future people. And as there might be conflicts between principles of global justice with principles of intergenerational justice, there also might be conflicts between the latter and principles of climate justice. Obviously, I have made no attempt whatsoever of giving an indication of how to adjudicate these conflicts. But at least, I have made an attempt to show that a conception of climate justice has to take account of these complexities and cannot just settle for the determination of a moral right to emit a certain amount of greenhouse gases per person. And by presenting three principles of climate justice, I aimed to take a first step in the direction of providing a solution to these mutually interrelated problems.

Let me end with a reflection about the utopian status and the ambitions of the preceding inquiry. It is intended to offer a general philosophical framework for collecting and organizing our thoughts and moral intuitions about climate justice. It is not intended to offer any specific policy prescriptions for effectively bringing about a just climate regime. So for example, an answer to the question whether the state's imposition of carbon taxes are a better means to mitigate the emission of greenhouse gases than the establishment of a market of emission certificates, is far beyond the limits of this paper (for discussion, see Nordhaus 2008, 11–29; Stern 2009, 125–53). I also have not paid any attention to the gap that exists between what morality requires as a consequence of climate change and what we actually do. However, brute political realities cannot be admitted as an argument against normative political theory. The latter surely should take account of what people *actually do* and what they *possibly could do*. Therefore, it surely would be a valid objection to normative theory if it posits moral standards for people “that it is impossible for them ever to live up to” (Estlund 2008, 263). But even if the demands of climate justice are completely hopeless, if it seems, in other words, that its standards are extremely difficult to meet or highly improbable that they are ever met, this still does not allow the conclusion that they *could not be met* or that they *should not be met* (Estlund 2008, 264). Normative political theory might help us to develop utopias which might seem far from political realities. But utopias might provide us with a “breathing space”

(Estlund 2008, 269) for our thoughts which are often constrained by sad realities and self-interested points of view: The imagination of utopias might thus be considered not only as an intrinsically valuable type of philosophical activity. It may, moreover, have a causal role to play in helping us to actually carry out the demands of morality in general or climate justice in particular.

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