A Hobbesian Interpretation of the Rawlsian Difference Principle

In this paper I shall consider Prof. John Rawls's principle of distributive justice and offer an interpretation that has not, to my knowledge, been previously developed, despite the lengthening bibliography of Rawlsian-inspired criticism and analysis. Critics of this principle have concentrated attention almost exclusively on the extreme risk averseness that is implied, and indeed, the term maximin principle has been widely substituted for Rawls's own preferred term, difference principle. In an earlier review article, I expressed mis-


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1 Inspired, of course, by A Theory of Justice (Cambridge, Mass.: Harvard University Press, 1971). The argument of the present paper was stimulated directly by Robert Cooter's discussion in “What Is the Public Interest?” mimeographed (Cambridge, Mass.: Harvard University, 1974). Cooter interprets Rawls to say that all persons have rights to equal lots in a just society. From this premise, Cooter is able to derive the difference principle contractually, and without relating it to risk preference. Cooter does not, however, fully integrate this interpretation with the importance that Rawls himself attaches to the original position. At one point in his paper, Cooter argues that the assumption of equal strengths in the original position implies rights to equal lots, but he does not fully explain why this follows.
givings about this principle similar to those of other critics.² My own emphasis was, however, on what I considered to be Rawls's unsatisfactory reconciliation of the two parts of his analysis: "(1) the interpretation of the initial situation and of the problem of choice posed there, and (2) the set of principles which...would be agreed to."³ I argued that Rawls's fundamental contribution lay in his elaboration of the contractarian approach or method, essentially (1) above, and I suggested that both Rawls and his critics should abandon their utilitarian-like search for uniqueness in the outcomes of idealized agreement. As later discussion in this paper will indicate, this remains my own position, but under the interpretation to be advanced here, Rawls's insistence that both parts of his analysis remain essential and complementary can be readily understood. Rawls does not, however, properly describe the assumptions that are required to make his model internally consistent. These assumptions can appropriately be classified as Hobbesian in tone.⁴ Some of these assumptions have been drawn more fully by Robert Cooter,⁵ but neither he nor Rawls seems to have fully recognized the implications. When these assumptions are carefully presented, the whole Rawlsian construction takes on quite different characteristics from those normally attributed to it.

The interpretation in this paper allows the analysis of Rawls to be related closely with the analysis of Hobbesian anarchy that has been recently developed.⁶ In particular, it allows me to relate Rawls's usage of the original position to my own use of the equilibrium position in Hobbesian anarchy as the basis for a hypothetical social contract. The interpretation also places Rawls's construction in a somewhat more positivistic setting than has appeared to be the case.

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³ Rawls, Theory of Justice, p. 15.
⁴ Rawls does say explicitly that his original position corresponds to the state of nature in traditional contract theory (Theory of Justice, p. 12), but he does not go beyond this.
⁵ Cooter, "Public Interest."