

From Marriage Economics to Multi-Nomoi Governance

A Dialectical Generative Relational Economics Perspective

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Abstract

A marriage is commonly assessed under two orders of value at once. One takes the endowments of the parties as given and asks how they are to be arranged; the other takes as its object what the coupling produces over time. The parties to such a disagreement ordinarily describe it as a difference of values. This paper locates a further difference, which is a difference of evidence regime: the first order is verifiable in advance by third parties, and the second is verifiable in retrospect and largely from inside the relation. From that difference two results follow. The first is a derivation: the burden of translating between two orders of value falls on the party whose order is verifiable only in retrospect, so that weakness of position accompanies the burden without constituting its mechanism; a corollary holds that remaking the retrospective order into an ex ante checkable form returns part of the burden and converts what it measures. The second is a device: integration across two orders can proceed by warranting, in which one party supplies a guarantee stated in the currency of the other while the substantive claim stays unconverted, and this device is distinguished here from translation, from commensuration, from compromise, and from the interface norms of legal pluralism. The paper moves from the marital case, where both orders happen to be economies of value, to the general case, where an order may be religious, customary, professional or juridical, for which the term *nomos* is adopted and given a three-part definition whose third component is verification. European institutions supply the case material, organised by device: the equal authenticity of language versions, mutual recognition and its documented difficulties, conditional recognition on a guarantee of equivalent protection, coordination by indicator, pledge structures under expert monitoring, subsidiarity review, and the margin of appreciation. Inclusion is then stated as the holding of a claim that is never required to be converted into the dominant currency of evaluation.

Keywords: *nomos*; legal pluralism; multilingual democracy; inclusion; verifiability; translation burden; European governance; generative relational governance.

A note on the standing of this paper. This paper states a position and develops one derivation and one device. Its survey sections concede at length that the coexistence of plural normative orders, the interpretive character of conversion between them, and the distortions produced by measurement are established results held by several literatures; the residue claimed here is stated as Claim 4.1 and is correspondingly narrow. Its central empirical hypothesis, concerning the boundary between binding and coordinative instruments, is entered as a hypothesis with illustrative material and with its identification problem stated. Its case material is organised by institutional device, and it carries no assessment of the policy of any state. Objection, correction, and counter-evidence are welcome at huangwanhong@serendip.ngo.

Draft. This is a preprint draft. It is circulated for comment, and its arguments, formulations, and open questions are subject to revision. Correction and criticism are welcome at huangwanhong@serendip.ngo.

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Use of generative artificial intelligence. An AI assistant (Anthropic’s Claude) was used extensively in preparing this manuscript: for literature survey, for drafting prose from the author’s specifications, for adversarial review of the argument, for consistency auditing, and for typesetting. Formulations and objections arose in the course of that exchange as well as from the author. Every claim, argument, and citation was reviewed and decided by the author, who is responsible for the content and for any errors. Bibliographic details were checked against published sources for the journal items; the monographs and a small number of remaining entries are checked for author, title, year, and publisher only.

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1 INTRODUCTION

This section states the problem the paper addresses. Its objective is to locate that problem against the ways plural societies are ordinarily analysed, to introduce it at the scale at which it can be seen whole, to state what the paper claims and the limits of the claim, and to describe the method and the order of what follows. The material of the section is expository, and every substantive statement made here is established at the place indicated.

A polity holding several communities has long been analysed as a polity holding several interests, and the institutions built for it are institutions of aggregation and of bargaining: the vote that registers a preference, the representative who carries it, the negotiation that trades one interest against another. The analysis is sound within its scope, and the scope is the case in which the parties want different things while agreeing on what wanting is, on what would count as getting it, and on how a settlement between them would be recognised.

Political theory has not rested there, and any paper claiming that the conflict of meanings is a neglected subject would be mistaken about a large and developed literature. The persistence of incompatible yet reasonable doctrines has been treated as the permanent condition of a free society (Rawls, 1993). The claims of cultural minorities have been analysed as claims about the conditions of agency and not merely about the distribution of goods (Kymlicka, 1995). Constitutional practice has been reconceived as a dialogue in which the terms of accommodation are themselves at issue (Tully, 1995). Inclusion has been distinguished from presence, and the norms of acceptable speech have been shown to exclude while the forum stands formally open (Young, 2000). Justice has been analysed as requiring recognition and representation alongside distribution (Fraser, 2005). And the study of legal orders has established that normative orders multiply, that state law is one among them, and that their overlaps are a permanent condition managed by procedural devices (Cover, 1983; Berman, 2012).

What that literature leaves comparatively undescribed is not the fact of plurality and not its normative significance. It is the division of labour that plurality imposes. Where two orders of value meet, someone must render the claims of one in terms the other can act upon, and the work of rendering falls somewhere. A companion paper documents that it falls, with striking regularity, on the party entering an arrangement rather than on the party holding it, and that the assignment is subsequently concealed as a property of the entering party, appearing under the criteria of competence (Huang, 2026c). The question this paper takes up is why it falls there, and what may be done between two orders when it does.

The setting in which the question is easiest to see is small. A family assesses a marriage, and the senior members proceed through an inventory: earnings, employment, housing, health, domestic competence, standing. Each item names something a party holds at the moment of assessment, and the assessment consists in arranging the holdings of the two parties into a workable configuration. The couple proceeds otherwise, through an account of what the

two of them have become able to do since they met and of what the pairing may yet produce. A companion paper treats these as two accounts of one relation, an allocative account and a generative account, and argues that they answer distinct questions and stand in a determinate order of dependence (Huang, 2026a).

The pair of accounts has a counterpart in the constitution of economics as a discipline, which took the factors of production as given and made their apportionment its central problem, and which developed accounts of the production of the means later and, for a considerable period, from its margins. The marital case is therefore a case of economic plurality in a precise sense: both orders at work in it concern value, its production and its holding, and both are economies. Section 2 states that plurality with its prior formulations conceded, and then states why the vocabulary of economies stops serving once the orders that meet include religious, customary, professional and juridical orders that are not economies of any kind. The term adopted for the genus is *nomos*, in the sense given it by Cover (Cover, 1983), and the working specification of Definition 2.1 fixes what a *nomos* settles for those who hold it.

The disagreement between senior kin and a couple is regularly described by its participants as a difference of values, with the older party attached to security and the younger to fulfilment. That description is available and it is incomplete. Alongside whatever difference of value obtains, the two accounts differ in something else: in what would count as showing that a claim made under them is true. Earnings and employment can be checked by a third party before any commitment is made. What a coupling will produce over two decades can be checked afterwards, and in the meantime is assessed largely from inside the relation whose properties are in question. The two parties are working under different regimes of evidence, and a disagreement of that kind has a structure of its own.

Once stated in that form the problem is recognisable at scales far removed from a family council. A funder and a community, a ministry and a school, an accreditation body and a laboratory, an international organisation and a post-conflict society, a headquarters and a subsidiary: in each pairing one party bears a risk it must justify to others and holds evaluative criteria that can be checked in advance, and the other party holds an account of what it is doing whose confirmation arrives late and locally. The general form may be stated as a pairing of an underwriter and a generator, where the terms name positions in a relation and carry no evaluation of the occupants.

Four claims are made for that structure. The first is a derivation. Where two *nomoi* meet in a decision that must be taken before the interval in question has elapsed, and where the characteristic claims of one are verifiable in advance while those of the other are verifiable in retrospect, the burden of translation falls on the party holding the second. Asymmetry of power ordinarily accompanies that distribution, and the paper argues that it is distinct from the mechanism producing it, offering as the test the cases in which the two accounts diverge. A corollary follows: where the retrospective order is remade into a form checkable in advance,

through indicators, targets, audit or evidence requirements, part of the burden returns to the other party, and the activity so rendered is altered by the rendering. The corollary is not argued for here, since a substantial literature has established it.

The second claim is a device. Integration between two nomoi can proceed by warranting, in which one party supplies a guarantee stated in the currency of the other, addressed to the loss that other stands to bear, while the substantive claim remains unconverted and may be defended in its own terms. Warranting is distinguished in Section 8 from translation, from commensuration, from compromise between orders of worth, and from the interface norms developed for the relations between legal orders, of which conditional recognition on an assessment of equivalence lies nearest. The device is what makes the marital case tractable in practice: the elders' question, read carefully, concerns exposure and not prospect, and exposure can be addressed by arrangements that leave the couple's account of their own future untouched.

The third claim concerns the assessment of the devices. Arrangements holding several nomoi are commonly described as working toward common ground, a shared language, or a unified public meaning. Section 13 states why such a formulation should be refused: on the typology of failure adopted from a companion paper, the disappearance of the difference between orders is a mode of failure, so an aim of convergence names a failure state in the vocabulary of success (Huang, 2026e). The generative function is accordingly stated in constraint form throughout, ruling arrangements out and ranking none.

The fourth claim concerns inclusion. Where several nomoi meet under one governing arrangement, inclusion is ordinarily stated as presence in the forum and as recognition of identity. Section 15 states a third component, namely the holding of a claim that is never required to be converted into the dominant currency of evaluation, and it is the derivation that makes this component visible, since admission on condition of rendering falls with the regularity the derivation states. Warranting then supplies what such a component otherwise lacks, since a claim exempt from conversion presents to the other party as a refusal to give an account of oneself unless something addresses that party's exposure.

The limits of these claims are definite. The paper supplies no measure of the regimes it distinguishes and no procedure for individuating nomoi, and Section 2 records the individuation question as open. Its central empirical hypothesis, that the boundary between binding and coordinative instruments tracks the ex ante verifiability of the object governed, is entered with its four rival explanations and with the identification problem that verifiability co-varies with all of them. Its case material illustrates and does not confirm, and the arrangements it reads were adopted for purposes wider than those treated here. And several of its survey findings are negative, which in literatures of this size are reported as the state of the author's knowledge.

The method has four components. The reconstruction of the marital case in Section 6 is

summary, since a companion paper carries its argument. The survey in Section 4 is organised by what each literature settles, so that the residue claimed in Claim 4.1 is stated by subtraction, and it concedes in full the result from the economics of contracting on which the derivation depends. The derivation itself proceeds from a distinction stated in Section 5 and states its conditions of refutation at the close. And the case material is organised by institutional device throughout, which keeps the analysis at the level at which the theory operates and away from assessments of the policy of any state.

The order of what follows is: the passage from plural economics to plural nomoi (§2); scope, the companion papers, and the bounds of the case material (§3); prior formulations of coexistence among normative orders (§4); the two evidence regimes (§5); the marital case as the smallest instance (§6); the distribution of the translation burden (§7); warranting (§8); a typology of devices for relating nomoi (§9); European institutions read through that typology (§10); two instruments drawn from international regulatory practice (§11); the hypothesis concerning binding and coordinative instruments (§12); the ways plural arrangements fail (§13); recognition, interpretation and generation as cumulative functions (§14); inclusion stated as non-convertibility (§15); extensions reserved for separate treatment (§16); the limits of the present statement (§17); and the questions left open (§18).

One affiliation may be declared and then set aside. The paper belongs to a series applying a generative relational account of subjects, values and norms to the domains of value and of governance, and it stands beside the companion papers cited above. Nothing below depends on that wider framework, and a reader who declines it entirely may still hold that the two evidence regimes are distinct, that the burden falls where Proposition 7.1 states, and that Condition 8.6 is owed.

2 FROM PLURAL ECONOMICS TO PLURAL NOMOI

This section makes the passage the title announces. Its objective is to establish that the plurality found in the marital case is a plurality of economies of value, to concede that such plurality has been described before, to state why the vocabulary of economics ceases to serve at larger scales, and to fix the term that replaces it. The method is definitional, with the concessions placed before the definition so that the term is adopted with its debts declared.

2.1 *The two orders of the marital case as economies*

Both orders at work in the marital case concern value: what it is, how it arises, and how it is to be held. The allocative order treats value as present at the moment of assessment and treats the analytical problem as its arrangement between the parties and across the tasks the relation requires. The generative order treats value as arising in the course of the coupling and treats the arrangement of present holdings as one condition among others of that arising.

Both orders answer questions of the same family, and the disagreement between senior kin and a couple can therefore be stated as a disagreement between two economies.

That this is a real plurality, and not a confusion to be dissolved by better analysis, is the burden of the companion paper. What matters here is its scale. Two economies can be held by two parties to one relation, and the relation can proceed while they are held.

2.2 Prior formulations of economic plurality

Economic plurality has been stated before, in at least four registers, and the term is adopted here with those statements conceded.

Substantive economic anthropology distinguishes the formal sense of economy, which concerns the logic of choice under scarcity, from the substantive sense, which concerns the instituted process by which a society provisions itself (Polanyi, 1957). That distinction establishes that more than one thing is named by the word, and that the formal sense has no privilege outside the institutional arrangements that make it apt.

The sociology of justification treats the plurality directly and gives it the name this paper would otherwise want. Boltanski and Thévenot describe several orders of worth, each with its own principle of evaluation, its own tests, and its own characteristic objects, and analyse the disputes that arise where they meet and the compromises by which such disputes are settled (Boltanski & Thévenot, 2006). The French title of that work names economies in the plural, and the present paper claims no priority for the observation that evaluation proceeds in more than one economy at once.

Economic geography has developed the plurality as a programme, describing the range of transactions, labours and enterprises that the singular category of the economy obscures (Gibson-Graham, 2008). And in a different register, the anthropology of exchange has long treated provisioning arrangements that answer to no single logic of allocation (Sahlins, 1972).

2.3 The failure of the vocabulary at larger scales

The vocabulary of economies serves while the orders in question all concern value. Where the orders that meet under one governing arrangement include a religious order that fixes obligation by reference to a sacred source, a customary order that fixes standing by descent or residence, a professional order that fixes competence by accreditation, and a juridical order that fixes entitlement by individual right, the vocabulary ceases to fit. Each of these orders has consequences for value and none of them is an economy of value. Naming them economies would import the very reduction the paper is written against, and would repeat at the level of vocabulary the operation that Section 7 identifies as the source of the translation burden.

2.4 The term adopted and its content

The term available for the genus is *nomos*, adopted in the sense given it by Cover, for whom a *nomos* is a normative universe in which law and narrative are inseparable and in which communities create and maintain their own legal meaning (Cover, 1983). A companion paper adopts the same sense and states its reasons, including its grounds for declining the alternative provenance of the word (Huang, 2026b). What the present paper adds is a working specification, stated so that the third component can carry the argument.

Definition 2.1. (Nomos, as used here). *A nomos fixes three things for those who hold it: what counts as value, what counts as a valid claim about value, and what counts as verification of such a claim. Two nomoi may differ in any of the three, and the third is the component on which this paper turns.*

Three features of the specification should be marked. It is stated in terms of what a *nomos* fixes for its holders, so that a *nomos* is identified by its operation and requires no account of its origin. It admits extensive overlap, since two *nomoi* may agree on value and diverge on verification, or the reverse. And it makes the verification component explicit, where the literatures surveyed in Section 4 treat evaluation and legitimacy at length and treat verification thinly.

Claim 2.2. (Species and genus). *The two orders of the marital case are economies of value and are therefore nomoi of a particular kind; the orders that meet in a plural polity include nomoi that are not economies. Results established for the marital case transfer to the general case in the measure that they turn on features common to nomoi as such, and the results of Sections 7 and 8 turn on the verification component alone.*

The individuation of *nomoi* is left open. Nothing here settles when two communities hold one *nomos* and when they hold two, how finely a *nomos* may be divided, or what makes a *nomos* persist through the revision of its content. A companion paper records the individuation of the relata of a conversion as an open question of the same family (Huang, 2026b), and the present paper adds no answer. Its claims are stated for pairings in which the parties themselves treat their orders as distinct, which is the condition under which the practical problem arises.

3 SCOPE, COMPANION PAPERS, AND THE BOUNDS OF THE CASE MATERIAL

This section states what the paper takes as settled elsewhere, what it adds, and the bounds within which its case material is presented. The objective is to let a reader locate the argument within a series and to fix in advance the level at which the European material is treated. The method is enumeration.

3.1 *Taken as settled in companion papers*

Five results are taken as settled and are cited in place of being re-argued. The first is that a relation may produce what its parties lack at the outset, that endowments are outputs of a relational trajectory as well as inputs to it, and that generative change carries no evaluative sign, since expansion, constriction and redirection are generative in the same sense (Huang, 2026a). The second is that conversion between value categories is an interpretive operation performed by institutions, and that a conversion regime is defensible in respect of a pairing while it preserves the capacity of the relations it orders to generate a further determination of what it has fixed (Huang, 2026b). The third is that the burden of translation in governance arrangements is ordinarily assigned to the entering party, that the incumbent grammar is thereby exempted from revision, and that the assignment reappears as a property of the entering party under the criteria of competence (Huang, 2026c). The fourth is that a residue survives perfect translation, since linguistic and cultural communities embody partially distinct relational structures that influence how values are articulated and ranked without determining which values are held (Huang, 2026d). The fifth is a typology of the ways a plural arrangement fails, namely separation, domination, homogenisation and extinction (Huang, 2026e).

3.2 *Added here*

Five things are added. The passage from plural economics to plural nomoi, with the working specification of Definition 2.1. The distinction between two evidence regimes, stated in Section 5. The derivation of the distribution of the translation burden from that distinction, which supplies a mechanism for a result the third companion paper states as an observation. Warranting, as a device distinguished from translation, commensuration, compromise and interface norms. And the statement of inclusion as non-convertibility.

3.3 *The bounds of the case material*

European institutions supply the case material, and three bounds govern its presentation. The material is organised by institutional device throughout, so that the units compared are devices for relating orders of value and not polities, communities or confessions. Contested practices are presented with the case on both sides where they arise. And the European arrangements are read through the theory in the way any case material is read, which leaves open both that they fail on the paper's own criteria and that they were designed for purposes the paper does not treat.

4 PRIOR FORMULATIONS OF COEXISTENCE AMONG NORMATIVE ORDERS

This section states what the adjacent literatures settle, so that the residue claimed for this paper is narrow and stated by subtraction. The objective is to place the paper's two results against work that occupies the neighbouring ground, including one body of work that occupies ground very close indeed. The method is a survey grouped by the question each literature answers, followed by the residue. Table 1 summarises the grouping.

4.1 *Nomos and the plurality of legal orders*

The claim that normative orders multiply, that state law is one such order among several, and that the overlaps between them are permanent rather than transitional is established. Cover's account of jurisgenerative communities gives the vocabulary this paper borrows (Cover, 1983). The field that followed treats the coexistence of state and non-state orders as a general condition (Michaels, 2009; Twining, 2009), and the fragmentation of international law into specialised regimes has an authoritative institutional statement (International Law Commission, 2006).

Within that field, the work closest to the present paper's practical question is Berman's, which catalogues the procedural mechanisms by which overlapping orders are managed without being unified, among them margins of appreciation, limited autonomy regimes, safe harbours, subsidiarity schemes, hybrid participation arrangements, mutual recognition and redundancy (Berman, 2012). The typology offered in the continuation of this paper claims no new list. What it claims is an ordering principle for the list, namely the direction in which each device sends the burden of translation, and a condition under which the devices of the recognition family hold.

4.2 *Interface norms and the relations between orders*

The nearest neighbour to the device proposed here is the study of interface law. Krisch treats the postnational legal space as pluralist in structure, with orders that make competing claims to ultimate authority and relate to one another through norms that neither order can impose (Krisch, 2010), and the subsequent programme develops the norms that perform that relating, together with the modes through which actors navigate entanglement (Krisch, 2021, 2022). Those modes include the denial of relevance, the deferral of settlement, and the translation of a norm from one order into the terms of another; the devices include recognition, deference, and recognition made conditional on a standard being met.

Two features of that account bear on what follows. Its devices operate on the relation between orders and take the form of principles governing how one order treats another. And its conditional recognition, of which the equivalent-protection doctrine in European human rights law is the standing example, conditions the treatment of another order on an assessment

of that order's general adequacy. Section 8 states what warranting adds to this, and states it as a difference of form rather than a correction.

4.3 Orders of worth and the settlement of disputes across them

The pragmatic sociology of justification supplies the most developed account of what parties do when their evaluative orders meet. Boltanski and Thévenot identify several orders, each with its own principle of worth, its own tests, and its own objects, and analyse both the disputes that arise at their junctions and the compromises that hold while no party presses for a single test (Boltanski & Thévenot, 2006). The account is dispute-centred and descriptive, and it has been criticised for dissolving structural positions of power into the situated capacities of actors (Honneth, 2003).

4.4 Incommensurability and the refusal of exchange

A distinct literature concerns the goods for which conversion is held to be inappropriate in principle. Spheres of justice are distinguished by the criteria proper to each and by the exchanges blocked between them (Walzer, 1983); incommensurability is analysed as a feature of practical reason (Raz, 1986); and the commodification of contested goods is examined for the harms conversion works on the good and on those who hold it (Radin, 1996; Anderson, 1993; Satz, 2010). What this literature supplies to the present paper is the standing of refusal, namely the possibility of denying that any rate obtains between two categories, which Section 8 preserves as a component of the device.

4.5 Commensuration, indicators, and the effects of measurement

That conversion between categories is an interpretive and institutionalised operation, and that it is a mode of power, is established (Espeland & Stevens, 1998). So is its history in the administrative demand for figures that travel (Porter, 1995) and in the state's demand for a legible population (Scott, 1998). The consequences of governing by indicator have been documented in detail: indicators carry theories of what they measure, they strip the context that gave the measured thing its sense, and they alter the conduct of those measured (Merry, 2016; Davis et al., 2012; Espeland & Sauder, 2007). The auditing of activity has been shown to reorganise the activity audited (Power, 1997), and target regimes in public services have been shown to produce gaming, threshold effects and distortion (Bevan & Hood, 2006).

This body of work establishes the corollary stated in Section 7 as Proposition 7.2. The corollary is accordingly built upon it and is not argued for again.

4.6 *Linguistic justice, recognition, and democratic inclusion*

The distributive questions raised by multilingual polities have an established literature, organised around the costs of a lingua franca, the territoriality and personality principles, and the standing of language communities (Van Parijs, 2011; Patten, 2014; Kymlicka, 1995), together with the objection that accounts of this kind treat language in its communicative function and pass over its symbolic and identity-carrying functions (May, 2015). A companion paper concedes this literature and states its own position within it (Huang, 2026d), and the present paper cites it in place of re-surveying it.

Democratic theory supplies the adjacent account of inclusion. Presence in a forum has been distinguished from being heard within it, and the norms of dispassionate and articulate speech have been shown to exclude internally while the forum remains formally open (Young, 2000). Justice has been analysed as requiring redistribution, recognition and representation, with a distinct injustice arising in the setting of the frame itself (Fraser, 2005). Constitutional practice has been reconceived as a dialogue in which the terms of accommodation are themselves at issue (Tully, 1995). And the epistemic dimension has been given a general account, in which a speaker may receive less credibility than their testimony warrants and may lack the collective interpretive resources needed to render their own experience intelligible (Fricker, 2007). Work in social epistemology has drawn the corresponding distinction between arrangements that admit a perspective on condition that it adapt to the prevailing framework and arrangements in which the framework is itself revisable by what it admits (Longino, 2002; Intemann, 2009).

Section 15 states its own claim against this last group, and states it as a sharpening.

4.7 *Verifiability in the economics of contracting*

The distinction on which this paper's derivation turns is settled in a literature that has no connection to the subject matter treated here, and it is conceded in full. A variable may be observed by the parties to a relation and remain unverifiable by a third party who would have to enforce a term written on it, which is one source of the incompleteness of contracts and of the significance of ownership (Grossman & Hart, 1986; Hart & Moore, 1988; Hart, 1995; Tirole, 1999). Where a party performs several tasks that differ in measurability, incentives placed on the measurable task draw effort from the unmeasurable one, so that the optimal arrangement may deliberately weaken the incentive on what can be measured (Holmström & Milgrom, 1991). And where a quality cannot be observed in advance, parties rely on signals and on security that can be observed (Spence, 1973; Stiglitz & Weiss, 1981).

These results are the engine of Section 7. What is claimed there is their transposition to a question they have not been used to answer, namely the distribution of an interpretive burden between holders of different normative orders, and the choice of instrument in governance.

Table 1: The adjacent literatures, the question each answers, and what each leaves open for the argument of this paper.

Literature	Question it answers	Left open here
Legal pluralism and nomos	How orders coexist and are managed	Why the burden of relating them falls where it does
Interface norms	How one order treats another's norms	Guarantees denominated in the other's currency
Orders of worth	How disputes across orders are settled in situ	Standing institutional distribution of burden
Incommensurability	Which conversions are inappropriate	Integration where refusal is maintained
Commensuration and indicators	What measurement does to the measured	Which orders are subjected to measurement first
Linguistic justice and inclusion	Who is present, recognised, and heard	Whether a claim may be exempt from conversion
Contracting and verifiability	Why unverifiable variables go unwritten	Transposition to normative orders and instruments

4.8 The residue

Claim 4.1. (Residue). *The following are established elsewhere and are cited here as such: that normative orders multiply and coexist; that devices exist for relating them without unifying them; that evaluation proceeds in several orders of worth; that some conversions are refused in principle; that commensuration is interpretive and that measurement alters what it measures; that inclusion requires more than presence; and that observability and verifiability come apart. What remains available is the joint statement: that the relation between two orders is in part a relation between two regimes of evidence, that the distribution of the translation burden between them follows from that relation, that a device exists which supplies a guarantee in one order's currency while leaving the other order's claim unconverted, and that inclusion may accordingly be stated as exemption from conversion.*

5 TWO EVIDENCE REGIMES

This section states the distinction on which the argument turns. Its objective is to define two regimes of evidence, to state the position of the party who characteristically holds each, and to record the gradient between them. The method is definitional, with the scope of each definition stated where it is given.

5.1 The two regimes defined

Definition 5.1. (Ex ante regime). *A claim belongs to the ex ante regime where its truth can be assessed by a party outside the relation in question, using materials available before the*

commitment at issue is made.

Definition 5.2. (Ex post regime). *A claim belongs to the ex post regime where its truth can be assessed after the interval it concerns has elapsed, and where in the meantime its assessment rests on materials held principally by the parties to the relation in question.*

The two definitions concern the assessment of claims and carry no implication about their truth. A claim in the ex post regime may be true, important, and well founded on the evidence its holders have; a claim in the ex ante regime may be false. The distinction concerns who can check what, and when.

5.2 *The underwriting position*

Claim 5.3. (The underwriting position). *A party that bears the cost of the failure of a relation to which it is not itself a party has reason to require claims in the ex ante regime, since the material available to it at the moment of decision is the material on which its own exposure turns. The requirement follows from the position and holds under a full acknowledgement that claims in the ex post regime may be true and may matter more.*

The position so described is occupied by senior kin in the marital case, and by a funding body, a regulator, an accrediting institution, a headquarters, an insurer or a legislature in the cases that follow. The occupant of the position changes with the arrangement; the reason for the requirement does not.

5.3 *The gradient and the mixed case*

Few claims sit purely in either regime, and the distinction is a gradient along which claims are placed by the instruments available for checking them. Three consequences follow and are used later. The placement of a claim can change without any change in the claim, since an instrument that makes a previously unverifiable quantity checkable moves it. The placement is therefore in part an artefact of the measuring apparatus that a governing arrangement has built. And a nomos may hold some of its claims in one regime and some in the other, so that the results below apply to pairings of claims and apply to nomoi only through the claims they characteristically advance.

6 THE MARITAL CASE AS THE SMALLEST INSTANCE

This section restates the marital case in the vocabulary of Section 5. Its objective is to exhibit the general structure at the scale at which it can be seen whole, and to fix which features of the case generalise. The method is summary, since the case is argued in a companion paper (Huang, 2026a), followed by an explicit statement of transfer.

6.1 *The inventory as a risk instrument*

Senior kin have historically underwritten the marriages they assessed, bearing the cost of failure through the support of a returned daughter or a widow, the care of children, the loss of a bride price or dowry, and the standing of the household among its neighbours. A party that underwrites a risk requires indicators that can be checked before the commitment: earnings, employment, health, domestic competence and family standing are indicators of that kind, observable at low cost and stable over the horizon of the decision. The inventory is therefore a screening instrument operating under asymmetric information about an unobservable future variable, and it performs the function that security performs in credit under unobservable productivity (Spence, 1973; Stiglitz & Weiss, 1981).

Two consequences of the reading are used below. Screening on observables in the presence of substantial unobserved heterogeneity misclassifies in a determinate direction, and the misclassification is invisible to the screener, since the trajectory of a rejected pairing goes unobserved. And where the underwriting function migrates to the state, to insurance markets and to independent individual income, the criteria persist while the position that warranted them changes.

6.2 *What the couple can and cannot supply*

The couple's account belongs to the ex post regime. Its confirmation arrives late, and in the interval it rests on materials the couple holds. The couple therefore cannot answer the elder's question in the elder's terms by supplying evidence of the upside, and the attempt to do so ordinarily takes the form of asking to be trusted.

What the couple can supply is of a different kind, and Section 8 generalises it. The elder's question, read through Claim 5.3, concerns exposure to loss. Exposure to loss is statable in the ex ante regime: an independent income, an exit that leaves the departing party with a livelihood, a recognised claim on jointly produced assets, an arrangement recording the contribution of care. None of these converts the couple's claim about what their coupling will produce. Each of them addresses what the underwriter is exposed to if the claim proves false.

6.3 *What transfers*

Claim 6.1. (Transfer). *Three features of the marital case transfer to arrangements at larger scale: the occupation of the underwriting position by a party outside the relation, the placement of the two parties' characteristic claims in different evidence regimes, and the availability of an answer addressed to exposure in place of an answer addressed to prospect. Features that do not transfer include the intimacy of the relation, the small number of parties, and the absence of a standing institution to hold the arrangement.*

7 THE DISTRIBUTION OF THE TRANSLATION BURDEN

This section states the paper's first result. Its objective is to derive the distribution of the burden of translating between two nomoi from the distinction of Section 5, to state the corollary concerning measurement, and to distinguish the account from the explanation by power that presently occupies the ground. The method is analytic, with the borrowed results conceded at the point of use and the conditions of refutation stated at the close.

7.1 *The burden and its assignment*

Where two parties holding different nomoi must act together, claims made under one nomos must be rendered in terms the other can act upon. The work of rendering is the translation burden, and a companion paper documents its characteristic assignment to the entering party, together with the mechanism by which the assignment is concealed as a property of that party (Huang, 2026c).

Proposition 7.1. (Assignment by verifiability). *Where two nomoi meet in a decision that must be made before the interval in question has elapsed, and where the characteristic claims of one nomos belong to the ex ante regime while those of the other belong to the ex post regime, the burden of translation falls on the party holding the ex post nomos.*

The ground of the proposition is the position described in Claim 5.3 together with the timing of the decision. A decision made in advance can rest only on materials available in advance. The party whose claims are checkable in advance therefore has its claims received as they stand, while the party whose claims are checkable in retrospect must render them in a form that can enter the decision, which is to say in the terms of the other nomos. The asymmetry is produced by the decision's timing and by the location of the materials, and it obtains without any party intending it.

Two clarifications bound the proposition. It concerns the burden of rendering claims for a decision, and it says nothing about which claim ought to prevail. And it holds for decisions that must be made in advance; where a decision can be deferred until the interval has elapsed, the asymmetry attenuates, which is one reason the deferral of settlement functions as a device in its own right (Krisch, 2021).

7.2 *The corollary concerning measurement*

Proposition 7.2. (Capture by verification). *Where the characteristic claims of the ex post nomos are remade into a form checkable in advance, part of the translation burden returns to the other party, and the activity so rendered is altered by the rendering.*

The first half of the proposition follows from Proposition 7.1 by construction, since a claim

moved into the ex ante regime is received as it stands. The second half is established by the literature surveyed in §4: indicators carry theories of what they measure and strip the context that gave the measured thing its sense (Merry, 2016); those measured alter their conduct in the light of the measure (Espeland & Sauder, 2007); audit reorganises the activity audited (Power, 1997); and targets produce gaming and distortion (Bevan & Hood, 2006). The economics of multitask arrangements gives the same result in a different register, since effort moves to the measurable task and the optimal arrangement may deliberately weaken the incentive placed on it (Holmström & Milgrom, 1991).

The corollary carries a practical consequence that runs against the natural remedy. A party disadvantaged by Proposition 7.1 has an obvious course available: make its own claims checkable in advance, by adopting indicators, by accepting audit, by producing evidence of the kind the other party recognises. The course works, in the sense that the burden is partly relieved. What it costs is stated by the second half of the proposition, and the cost falls on the activity the indicators were adopted to protect.

7.3 *The invisibility of misclassification*

Claim 7.3. (Invisibility). *A party deciding under the ex ante regime observes the outcomes of the cases it admits and does not observe the outcomes of the cases it rejects, so the error characteristic of its position is unavailable to it in the ordinary course.*

The claim generalises the observation made of the marital screen in §6, and it explains a feature of such arrangements that is otherwise puzzling, namely their stability under experience. An arrangement whose errors are systematically unobserved accumulates confirming experience whether or not it is well calibrated.

7.4 *The relation to the explanation by power*

The distribution described in Proposition 7.1 is ordinarily explained by the relative power of the parties, and that explanation is well supported in the settings where it has been developed. The adoption of a common corporate language has been analysed as an exercise of power that confers unearned status on native speakers and reorganises the circuits through which communication passes (Vaara et al., 2005; Piekkari et al., 2014); the transfer of practices from a headquarters to a subsidiary has been analysed through the institutional distance the receiving unit is required to cross (Kostova, 1999); and the assignment of the burden to the entering party is documented across educational, organisational and civic settings (Huang, 2026c).

Claim 7.4. (Accompaniment and mechanism). *Asymmetry of power ordinarily accompanies the distribution stated in Proposition 7.1 and is distinct from the mechanism that produces it. The two accounts are separated by the cases in which they disagree: a party well provided with*

resources, standing and formal authority still bears the burden where its characteristic claims belong to the ex post regime, and a party weak in every ordinary sense does not bear it where its claims are checkable in advance.

Instances of the first kind are available at several scales. A well endowed research institution seeking funds from a body that requires evidence of impact renders its account in the terms of that body, and its endowment does not exempt it. A wealthy community seeking recognition of a customary arrangement demonstrates the arrangement's adequacy in juridical terms, and its wealth does not exempt it. Instances of the second kind are rarer and more telling: a small exporter whose product satisfies a published technical standard has its claim received as it stands, and the receiving party bears whatever further work is needed.

The two accounts are complementary in most settings and separable in these. Where they are separable, the account offered here predicts the assignment and the account by power does not.

7.5 *Conditions of refutation*

Proposition 7.1 fails on the exhibition of arrangements in which the party holding the ex ante nomos regularly bears the translation burden, absent an explanation in terms of some further asymmetry. Proposition 7.2 fails in its first half if the adoption of indicators by the ex post party leaves the assignment of burden unchanged, and its second half is already exposed to the empirical literature that established it. Claim 7.4 fails if, in the cases where the two accounts diverge, the assignment tracks power and not verifiability; the cases named above are illustrations and a systematic test would require a set of arrangements in which the two vary independently.

8 WARRANTING

This section states the paper's second result. Its objective is to define a device by which two nomoi may be integrated while the claim of one of them remains unconverted, to distinguish that device from four neighbours, to state the condition under which the device is admissible, and to state its own pathologies. The method is definitional and comparative, with the neighbour that lies closest treated at length.

8.1 *The device defined*

Definition 8.1. (Warranting). *A party warrants a claim made under its own nomos when it supplies to a second party a guarantee stated in the terms of the second party's nomos, covering the loss the second party stands to bear if the claim proves false, while the claim itself is neither converted into those terms nor withdrawn.*

Three components are contained in the definition. A claim stays in the nomos of the party who makes it. A guarantee is denominated in the currency of the party who bears exposure. And the guarantee addresses exposure to loss, which is a distinct object from the claim it accompanies.

8.2 *Four neighbours distinguished*

Translation renders a claim in the terms of another nomos, so that the claim is assessed under criteria that are not its own; the burden of Section 7 is the burden of doing this. Commensuration establishes a rate between two categories and settles the standing of one in terms of the other (Espeland & Stevens, 1998). Compromise, in the sense of the sociology of justification, produces an arrangement that answers partially to two orders of worth and is stable while no party presses for a single test (Boltanski & Thévenot, 2006). Mutual understanding requires each party to grasp the other's claim in something like the other's terms.

Warranting differs from all four in what it leaves alone. The claim is not rendered, no rate is fixed between the two nomoi, no hybrid object is constructed, and no party is required to grasp the other's order. What is supplied is a guarantee whose object is exposure. The device is accordingly available where the parties agree on nothing except the identification of the loss one of them stands to bear.

8.3 *Interface norms and conditional recognition*

The closest neighbour is the family of devices by which one legal order relates itself to another without subordination, treated in §4. Among these, recognition made conditional on an assessment of the other order's general adequacy lies nearest of all, and the equivalent-protection doctrine in European human rights law is its standing example: an international arrangement is treated as satisfying the receiving order's requirements while it is found to offer protection comparable to that order's own, with the presumption rebuttable in the individual case.

Two differences of form should be marked, and neither is offered as a correction of that literature.

Conditional recognition assesses the other order and grants recognition on the strength of that assessment; the object of the assessment is the other order's adequacy, and the currency of the assessment is the receiving order's own. Warranting leaves the other order unassessed and takes as its object the exposure of the receiving party, which is a smaller thing and is available where an assessment of adequacy is unavailable or is refused.

Conditional recognition is a standing posture of one order toward another, revised by judicial decision over long intervals. A warrant is supplied by a party, is specific to an arrangement, and is discharged or forfeited according to what happens. The two accordingly answer to different failure conditions, and §8 sub-section 8.7 states the condition on which the recognition

family depends.

8.4 *The object of the guarantee*

Proposition 8.4. (The underwriter’s question). *The question an underwriting party must answer, in virtue of the position described in Claim 5.3, concerns the loss it stands to bear if the arrangement fails. Claims about what the arrangement will produce answer a different question, and the two come apart, so that an arrangement whose prospects are unverifiable may nevertheless have its exposure specified.*

The proposition is what makes warranting possible. Prospect and exposure are distinct objects, and exposure is characteristically the more tractable of the two, since it concerns a state of the world that either obtains or fails to obtain and that can be specified in advance. This is the general form of the observation made of the marital case in §6: the elders’ inventory addresses exposure, and exposure can be addressed by an arrangement that leaves the couple’s account of their own future untouched.

8.5 *Refusal preserved*

A party may hold that no rate obtains between two categories, and such a holding is a claim about the categories rather than a position in a dispute about a rate (Huang, 2026b). Warranting preserves that holding, since the device requires no rate. A community may deny that its customary arrangement is commensurable with an administrative standard, and may in the same act supply a guarantee addressed to the loss the administering party would bear if the arrangement failed. The denial and the guarantee are consistent, and their consistency is the practical value of the device.

8.6 *The admissibility condition*

Condition 8.6. (Admissibility). *A warranting arrangement is admissible where two conditions hold jointly: the party that bears the cost of the guarantee retains the standing to contest its terms in terms of its own; and the contestation can reach a mechanism capable of altering those terms.*

The condition is inherited from the companion paper on the marital case and is stated here for the general setting (Huang, 2026a). Three features carry over. It is structural, fixing what a party must be able to do and leaving aside what any party ought to believe. Standing is allocated to the party bearing the cost, since symmetrical formulations fail in exactly the arrangements the condition exists to cover. And the condition rules arrangements inadmissible and ranks none, so that two arrangements satisfying it are unranked by anything stated here.

8.7 *Recognition without a guarantee*

Proposition 8.7. (Instability of unbacked recognition). *A device of the recognition family, under which one order treats another's determinations as sufficient, is unstable where no guarantee addresses the exposure of the recognising party. The instability presents as the non-use of the device by those entitled to invoke it, and as pressure toward the harmonisation the device was adopted to avoid.*

The proposition is stated so that the European material can test it, and §10 puts it to that use. The relevant contrast is between recognition supplied without a guarantee and recognition made conditional on one, and the record of the first is the proposition's principal evidence.

8.8 *The pathologies of the device*

Warranting has characteristic failures of its own, and three are named here so that the device is not received as a solution.

A guarantee repeatedly supplied in one form hardens into a rate. Where a community warrants an arrangement by accepting a specified liability, and the specification recurs across cases, the liability comes to stand for the arrangement, and conversion has been accomplished by accumulation. The admissibility condition addresses this only where the hardening is contestable and reaches a mechanism.

A guarantee can be demanded in excess of the exposure it addresses. Where the underwriting party sets the terms unilaterally, the guarantee functions as a charge levied on the holding of a distinct nomos, and the device becomes a means of extraction while retaining its form.

And guarantees can be required of one side alone. The definition is symmetrical, and arrangements ordinarily are not: the party whose claims are checkable in advance is rarely asked to secure the exposure of the party whose claims are not. Where the asymmetry is total, warranting reproduces the distribution of Proposition 7.1 in a new medium.

9 A TYPOLOGY OF DEVICES FOR RELATING NOMOI

This section arranges the devices by which two nomoi may be related to one another under a governing arrangement. Its objective is to supply the ordering principle that the European material of Section 10 is then read through. The method is comparative, and the section opens with a concession, since the devices themselves have been catalogued before.

9.1 *The concession, and the ordering principle claimed*

The mechanisms by which overlapping normative orders are managed without being unified have an established inventory, which includes margins of appreciation, limited auton-

omy regimes, safe harbours, subsidiarity schemes, hybrid participation arrangements, mutual recognition and redundancy (Berman, 2012), together with the interface norms and the modes of navigation developed for the relations between legal orders (Krisch, 2021, 2022). No new inventory is offered here.

Claim 9.1. (The ordering principle). *The devices by which two nomoi are related may be ordered by two properties: the direction in which each device sends the burden of translation, and whether the device requires a guarantee addressed to the exposure of the party that yields. The first property orders the devices; the second divides the recognition family and supplies the condition stated in Proposition 8.7.*

9.2 The devices

Seven devices are distinguished, and Table 2 states them with the properties by which they are ordered.

Non-conversion holds each nomos's determinations in its own terms and requires no rendering of either in the terms of the other. Its characteristic cost is the cost of maintaining several determinations of the same question, and its characteristic failure is that one determination becomes the working one by informal means while the others persist formally.

Recognition without a guarantee treats the determinations of one nomos as sufficient for the purposes of the other, on no security beyond the general presumption that the first is adequate. Recognition on a guarantee treats them as sufficient while a specified undertaking addresses the exposure of the recognising party, and forfeits the treatment where the undertaking fails.

Translation into a common measure renders the determinations of both nomoi in a third set of terms, and conversion into indicators is its special case where the third set of terms is a set of quantities produced for the purpose. Both concentrate the burden on whichever nomos stands further from the common measure, and both are exposed to the results of Proposition 7.2.

Reopening devices leave a determination in place while preserving a channel through which the party bearing its cost may have it reconsidered. A floor without ranking fixes a minimum that every nomos must satisfy and declines to order the arrangements that satisfy it. Separation assigns distinct domains to distinct nomoi and relates them only at their boundary.

10 EUROPEAN INSTITUTIONS READ THROUGH THE TYPOLOGY

This section reads a set of European institutional devices through the typology of Section 9. Its objective is to exhibit the devices in operation, to test Proposition 8.7 on the contrast between

Table 2: Devices for relating two nomoi, ordered by the direction of the translation burden and by whether a guarantee addresses the exposure of the party that yields.

Device	Burden of translation	Guarantee	Characteristic failure
Non-conversion	Borne by neither	None required	One determination prevails informally
Recognition without guarantee	Borne by neither in form	None	Non-use; pressure toward a common measure
Recognition on a guarantee	Borne by neither	Supplied by the recognised party	Guarantee hardens into a rate
Translation into a common measure	Borne by the more distant nomos	None	Subsumption of the distant nomos
Conversion into indicators	Borne by the ex post nomos, then partly returned	None	Capture of the activity measured
Reopening devices	Unchanged	Procedural only	Cheap to demand, easy to discharge
Floor without ranking	Borne by neither above the floor	None	Shelter for the prevailing arrangement
Separation	Borne by neither	None	Loss of joint determination

two members of the recognition family, and to record where the arrangements fail on the paper's own criteria. The method is organised by device throughout, so that the units compared are instruments for relating nomoi. The section carries no assessment of the policy of any state, and the arrangements described were adopted for purposes wider than those treated here.

10.1 Case selection

Europe supplies the material for a reason internal to the argument. Devices of conversion and devices that decline it operate there side by side and under one governing arrangement, so the comparison holds a great deal constant that a comparison across regions would leave free. The Union legislates in many languages and each version is authentic; it also works, in practice, through a small number of drafting languages. It maintains a device that recognises other orders' determinations without security, and another that recognises them against a guarantee. It legislates bindingly in some fields and coordinates by indicator in others. Table 3 states the correspondences.

10.2 Non-conversion in the language regime

The Union's language regime is the clearest institutional instance of non-conversion. The first Council regulation determines the official and working languages of the institutions (Regulation No 1, 1958), and the authenticity of the Treaty texts rests on their final clauses, while the authenticity of secondary legislation rests on its publication in the official languages. The con-

sequence for interpretation is that a provision is not read in one language and then rendered into others: the Court has held that the versions must be compared, since the instrument exists in all of them at once (CILFIT, 1982).

Read through the typology, the device places the burden of translation on neither *nomos*, at a cost borne by the institutions in the form of a standing translation apparatus. Its characteristic failure is visible in the same setting. Drafting proceeds in a small number of languages, and the practical work of the institutions is conducted in fewer still, so that one determination becomes the working one by informal means while the others retain their formal standing. The formal device is intact and the informal practice runs beside it, which is precisely the failure mode the typology assigns to non-conversion.

10.3 *Recognition without a guarantee*

The principle that goods lawfully marketed in one member state may in principle be marketed in another was drawn from a judgment concerning a national minimum-alcohol requirement (Cassis, 1979) and was generalised by the Commission in an interpretive communication issued the following year. The device recognises the determinations of another order without requiring that order to secure the exposure of the recognising one, subject to the grounds on which a receiving state may still object.

The record is the proposition's principal evidence. Scholarship on the device reports that it is invoked far less than its scope would allow, that the difficulty lies in the trust the device presupposes, and that the practical development of the internal market proceeded through the specification of common requirements in preference to reliance on recognition (Nicolaïdis, 2007; Schmidt, 2007). The instrument adopted in 2019 addresses the legal certainty of the procedure and leaves the presupposition untouched (Regulation 2019/515, 2019). And the analytical objection is that a device of this form tends either toward the common measure it was adopted to avoid or toward competition among the recognised orders (Davies, 2006).

Claim 10.1. (The first arm of the test). *Mutual recognition in the internal market is recognition without a guarantee, and its record exhibits the two failures Proposition 8.7 predicts: non-use by those entitled to invoke it, and pressure toward a common measure.*

10.4 *Recognition on a guarantee*

The contrasting member of the family arises where a court treats another order's determinations as satisfying its own requirements while that order is found to secure protection comparable to its own. The European Court of Human Rights adopted such a treatment in respect of obligations arising from membership of an international organisation, holding that a state's compliance with such obligations is presumed to satisfy the Convention while the organisation protects fundamental rights in a manner that can be considered at least equivalent, and

that the presumption is displaced where the protection is manifestly deficient in the case at hand (Bosphorus, 2005).

The undertaking here is general and judicially assessed, which distinguishes it from the party-supplied warrants of Definition 8.1, as §8 states. What the two share is the feature that carries the contrast with the preceding subsection: the recognising order's exposure is addressed, and the treatment is withdrawn where the address fails. The device has remained in use, has been refined in its application, and has not exhibited the non-use characteristic of its unbacked counterpart.

Claim 10.2. (The second arm of the test). *Recognition made conditional on an assessment addressed to the recognising order's exposure has remained in use, which is the comparison Proposition 8.7 requires. The contrast holds between two devices operating in one region under courts that observe one another, which is a stronger control than a comparison across regions would supply.*

The comparison has limits that must be stated with it. The two devices govern different subject matter, one commercial and one concerning fundamental rights, and the parties differ in number and in kind. What the comparison establishes is a difference in the fate of two members of one family, and its weight rests on the mechanism stated in Proposition 8.7 in place of resting on the pairing alone.

10.5 *Translation into a common measure*

Where the Union legislates by directive or regulation in a field, the determinations of the several national orders are rendered in a third set of terms binding on all of them. The device concentrates the burden on whichever order stands further from the common measure, and the resulting objection is familiar in the constitutional literature, where it appears as the claim that a national order's own commitments have been subsumed. The provision requiring the Union to respect the national identities of the member states, inherent in their fundamental structures (TEU Art. 4, 2012), is the acknowledgement within the Treaties that this device has a limit, and the litigation around that provision is the record of attempts to locate it.

10.6 *Conversion into indicators*

In fields where the Union coordinates in place of legislating, the characteristic instrument sets common objectives, translates them into indicators and benchmarks, and proceeds by periodic reporting and peer review. The instrument has been read as a form of experimentalist governance in which framework goals are revised in the light of what local implementation discovers (Sabel & Zeitlin, 2008), and it has been assessed less favourably as a form of multi-lateral surveillance whose effects on national policy are difficult to establish (Schäfer, 2006).

Read through the typology, the device is the special case of translation into a common measure in which the common measure is a set of quantities produced for the purpose. Proposition 7.2 applies to it directly: the objects it governs are those whose realisation is verifiable in retrospect, the indicators render them checkable in advance, and the literature surveyed in §4 establishes what such rendering does to what it measures. The device is therefore the clearest European instance of the corollary, and Section 12 takes up the question of why these objects, and not others, are governed in this way.

10.7 Pledge structures under expert monitoring

Two Council of Europe instruments relate national orders to a common framework by a structure that differs from all of the foregoing. The first requires each party to apply a specified minimum number of undertakings drawn from a longer menu, in respect of the regional or minority languages it identifies, with implementation examined by a committee of experts (ECRML, 1992). The second sets out principles for the protection of national minorities and provides for monitoring by an advisory committee (FCNM, 1995).

The structure is instructive because the parties undertake determinate obligations without any common measure of the value of a language or of a minority culture being fixed. What is monitored is the discharge of the undertakings, and the undertakings are selected by the party that will bear them. This is the closest European approach to the form of Definition 8.1: an unconverted claim about the standing of a language, accompanied by a guarantee stated in terms the monitoring body can check. The corresponding weakness is that the menu structure permits the selection of the least demanding undertakings, so that the guarantee may be calibrated to what the party was already doing.

10.8 Reopening devices

The Treaties place the principle of subsidiarity among the principles governing the use of Union competence (TEU Art. 5, 2012), and a protocol supplies the mechanism by which national parliaments may object that a draft legislative act fails it, within a fixed period and on thresholds of votes (Protocol No 2, 2007).

The record is instructive for the typology's assessment of reopening devices. The procedure has been triggered on three occasions across the period since its introduction, against a number of draft acts of the order of a thousand; the higher threshold has never been reached. On the first occasion the Commission withdrew the proposal while declining to attribute the withdrawal to the objection (Fabbrini & Granat, 2013). On the most recent, the Commission maintained the proposal and the legislative process continued. The device preserves a channel, the channel is available, and its use has been rare and its effect modest, which is the failure the typology assigns to this family: a warrant that is cheap to demand and easy to discharge.

10.9 *A floor without ranking*

The margin of appreciation is the doctrine by which the European Court of Human Rights leaves a range of choice to national authorities in the application of Convention standards, wider in some fields and narrower in others, and it was written into the Convention's preamble by protocol (Protocol No 15, 2013). The doctrine has an extensive literature, both defending it as the recognition of the primary role of national authorities and criticising it as the abdication of a supervisory function (Letsas, 2007; Legg, 2012).

Read through the typology, the doctrine fixes a floor and declines to rank the arrangements above it, which is the constraint form the present account favours. Its characteristic failure follows from the same feature. A doctrine that ranks nothing above the floor shelters whatever arrangement prevails, and where the prevailing arrangement is the one a majority favours, the party whose nomos is minoritarian receives the floor and nothing further.

10.10 *Non-conversion of confessional status*

The Treaties provide that the Union respects and does not prejudice the status under national law of churches and religious associations and of philosophical and non-confessional organisations, and that it maintains an open and regular dialogue with them (TFEU Art. 17, 2012). The provision is a device of non-conversion: the status in question is left to be determined in each national order, and no common measure of religious or philosophical standing is established.

The corresponding cost is the one the typology assigns. Where no common determination exists, the working determination is supplied by whichever order is in a position to supply it in any given case, and the dialogue provided for is a channel whose effect depends on what is brought to it.

10.11 *Findings and residue*

Three findings are recorded. The recognition family divides as Proposition 8.7 predicts, and the division is visible within one region and one period. The devices of non-conversion are stable in form and are accompanied by informal working determinations, which is a failure internal to the device rather than a departure from it. And the coordinative instruments exhibit the corollary of Proposition 7.2 in the clearest form available in the material.

Two residues are recorded with them. The European arrangements produce exclusions of their own: recognition without a guarantee transmits whatever standard the recognised order applies, and a floor without ranking shelters the prevailing arrangement. And the material establishes the availability of the readings offered and leaves their frequency and their causal weight open, since the arrangements were adopted for purposes wider than the ones treated here.

Table 3: European devices and the typology of Table 2. The instruments are named for identification; the readings are those of this paper and the arrangements answer to purposes beyond it.

Device	European instance	Observed feature
Non-conversion	Authentic language versions	Informal working language beside the formal regime
Recognition without guarantee	Mutual recognition of goods	Under-use; recourse to common requirements
Recognition on a guarantee	Equivalent-protection presumption	Continued use; withdrawal on manifest deficiency
Translation into a common measure	Harmonising legislation	National-identity clause as its stated limit
Conversion into indicators	Coordination by benchmark and review	Objects of ex post character rendered ex ante
Pledge under expert monitoring	Minority-language and minority-protection instruments	Undertakings selected by the party bearing them
Reopening device	Subsidiarity review by national parliaments	Rare use; modest effect
Floor without ranking	Margin of appreciation	Shelter for the prevailing arrangement
Non-conversion of status	Confessional and philosophical status clause	Working determination supplied case by case

11 TWO INSTRUMENTS BEYOND THE EUROPEAN SETTING

This section states two instruments drawn from international regulatory practice. Its objective is to exhibit the direction of the translation burden in settings where it is written into the text of an agreement, and to exhibit non-conversion accompanied by disclosure. The method is textual, and the two instruments are offered as evidence of direction in place of case studies.

11.1 *Equivalence and the demonstration burden*

The agreement governing sanitary and phytosanitary measures provides that a member shall accept the measures of another as equivalent, even where they differ from its own, where the exporting member objectively demonstrates to the importing member that its measures achieve the importing member's appropriate level of protection (SPS Agreement, 1995). The provision is a recognition device, and it names the party that bears the demonstration.

The direction is the one Proposition 7.1 states. The importing member's level of protection is the reference, and the exporting member renders its own arrangement in terms of that reference. The exporting member may be wealthy, technically advanced and diplomatically strong; the burden follows the position of the reference and not the position of the party.

11.2 *Non-conversion with disclosure*

The convention governing international civil aviation provides that a state which finds it impracticable to comply in all respects with an international standard, or which adopts regulations differing from that standard, shall give notice of the differences between its own practice and the standard so established (Chicago Convention, 1944).

The device leaves the national determination in place, requires no rendering of it into the standard's terms, and requires its difference from the standard to be stated and circulated. Read through the typology, it is non-conversion fitted with a disclosure requirement, and the requirement addresses precisely the exposure of the parties that must decide whether to rely on the standard elsewhere. The instrument is therefore the clearest available case of a device that leaves a *nomos* unconverted while addressing what others stand to lose by the divergence.

12 THE BOUNDARY BETWEEN BINDING AND COORDINATIVE INSTRUMENTS

This section states the paper's empirical hypothesis. Its objective is to propose an explanation for a division that is ordinarily explained otherwise, to state the explanations with which it competes, and to state the identification problem that prevents the material assembled here from deciding between them. The method is to state the hypothesis, the rivals, the problem, and the evidence that would discriminate.

12.1 *The hypothesis*

Hypothesis 12.1. (Instrument choice and verifiability). *Within a governing arrangement that disposes of both binding and coordinative instruments, the boundary between them tracks the ex ante verifiability of the object governed, so that objects whose realisation can be checked in advance by a third party are governed bindingly and objects whose realisation is verifiable in retrospect are governed by coordination, reporting and indicator.*

The illustrative pairing is available in the European material. The rules of the internal market, of competition and of public finance govern objects that are specifiable in advance and checkable by a third party against a record, and they are binding and justiciable. Social inclusion, employment quality, education and the vitality of a language are objects whose realisation is assessed after intervals of years and largely through the reports of those responsible for them, and they are governed by common objectives, indicators and periodic review.

12.2 *The rival explanations*

Four explanations occupy this ground and each is well supported.

The first is competence: the division follows the fields in which the Treaties confer the power to legislate, and the coordinative instruments were developed where that power is ab-

sent or limited. The second is the cost to sovereignty: binding instruments are avoided where states guard their autonomy most closely, and the received account of the choice between hard and soft legalisation makes sovereignty costs a principal variable, alongside uncertainty and the credibility of commitments (Abbott & Snidal, 2000). The third is distributive conflict: binding rules are unavailable where the winners and losers of a measure are identifiable in advance and the losers can block it (Shaffer & Pollack, 2010). The fourth is uncertainty and the value of learning: coordinative instruments are adopted where the right measure is unknown and local experiment is the means of finding it (Sabel & Zeitlin, 2008).

12.3 *The identification problem*

Claim 12.2. (Co-variation). *Verifiability co-varies with each of the four rival variables. Objects that resist verification tend also to lie in fields of limited competence, to be closely held by states, to carry contested distributive consequences, and to be surrounded by uncertainty. The material assembled here therefore establishes the availability of the hypothesis and does not establish its independence.*

The claim is stated because the alternative is to present a correlation as a finding. What would be required to separate the variables is a set of cases in which they move apart: fields of secure competence and low distributive stake whose objects resist verification, and fields of contested competence and high distributive stake whose objects are readily verifiable. Instances of both are locatable, and their systematic assembly is left to work of a different kind from this paper.

12.4 *Discriminating evidence*

Three observations would tell in favour of the hypothesis against its rivals. The migration of an object from coordinative to binding governance following the development of an instrument that makes it checkable in advance, with competence, sovereignty exposure and distributive stakes unchanged. The persistence of coordinative governance in fields where competence is secure and the object resists verification. And the appearance, within binding instruments, of provisions that specify procedures where they cannot specify outcomes, which is the form a binding instrument takes when its object resists verification.

Three observations would tell against it. A field whose object is readily verifiable and which remains coordinative once competence and distributive stakes are accounted for. The failure of an object to migrate after its verification became feasible. And a systematic association between instrument choice and any of the rival variables that survives the introduction of verifiability.

13 THE WAYS PLURAL ARRANGEMENTS FAIL

This section states the forms in which an arrangement holding several nomoi fails. Its objective is to supply the vocabulary by which the devices of Section 9 are assessed and to fix, in particular, the standing of convergence. The method is to adopt a typology established in a companion paper, to add the mode identified in the paper on the marital case, and to state the consequence for the aim of a plural arrangement.

13.1 *Four modes and a fifth*

A companion paper models plural arrangements as domains that each maintain internal coherence, that are joined at boundaries, and that produce together what none produces alone; it identifies four ways such an arrangement fails (Huang, 2026e). Separation is the loss of exchange across a boundary, with each domain intact and nothing produced between them. Domination is the setting of one domain's terms by another. Homogenisation is the loss of the difference that made joint production possible. Extinction is the loss of a domain's internal coherence.

To these a fifth is added from the account of generative change in the marital case (Huang, 2026a). Redirection occurs where a party continues to generate at undiminished volume while the range within which it can constitute itself is reorganised around a position the arrangement requires. Redirection is distinguished from constriction by the persistence of activity and from expansion by the loss of positions formerly available.

Claim 13.1. (Convergence as a failure mode). *Homogenisation is a mode of failure and not a mode of success. An arrangement whose aim is stated as the production of a shared understanding among several nomoi has adopted as its objective a state the typology counts as a failure, and it has done so in the vocabulary of success.*

The claim is stated because the contrary formulation is attractive and is regularly adopted. Arrangements holding several nomoi are commonly described as working toward common ground, a shared language, or a unified public meaning. Where those descriptions name the removal of the difference between the nomoi, they name homogenisation. Where they name a determination reached for a particular question while the nomoi persist, they name something else, and the distinction between the two is the distinction between an arrangement that produces determinations and an arrangement that produces uniformity.

13.2 *Redirection as the characteristic outcome*

Claim 13.2. (Redirection under verification). *Where a party's characteristic claims are remade into a form checkable in advance, the ordinary outcome is redirection rather than any*

of the other four modes: the party continues to generate, at volume, in the register that passes verification, and loses the positions from which it generated otherwise.

The claim connects Proposition 7.2 to the typology and states what the corollary looks like from the position of the party affected. The party is not silenced, excluded, or dissolved. Its activity persists and is often measurably increased. What alters is the space of descriptions under which it can act, which narrows to those the verification apparatus recognises.

Two consequences follow for assessment. Measures of activity, of output and of participation register redirection as success, so an arrangement can report improvement on every indicator while the mode is running. And redirection is invisible to tests framed in terms of exclusion or of domination, since no party is kept out and no party's terms are formally imposed.

13.3 *The modes and the devices*

The devices of Table 2 carry characteristic exposures, and the correspondence is stated here in place of being left implicit. Non-conversion is exposed to separation and, through the informal working determination, to domination. Recognition without a guarantee is exposed to non-use and to the drift toward a common measure, which is homogenisation reached by attrition. Translation into a common measure is exposed to domination and homogenisation directly. Conversion into indicators is exposed to redirection. Floors without ranking are exposed to domination sheltered by the floor. Reopening devices are exposed to none of the modes and remedy none of them, since their function is to keep a channel available.

14 RECOGNITION, INTERPRETATION, AND GENERATION AS CUMULATIVE FUNCTIONS

This section states the relation among three functions that a plural arrangement performs, each of which has been developed in a companion paper. Its objective is to fix that relation as cumulative and to state why an ordering among them is refused. The method is to define each function by the question it answers and then to state the two claims that fix their relation.

14.1 *The three functions*

Recognition answers the question of who is party to the arrangement and whose claims are admitted to it. Interpretation answers the question of whose reading of an admitted claim governs where readings diverge (Huang, 2026b). Generation answers the question of whether the arrangement retains the capacity to produce a further determination of what it has already determined.

The three are distinguished by their questions and by their failures. An arrangement may admit a party and disregard its reading. It may take a party's reading seriously and fix a

determination beyond further examination. And it may keep every determination open and admit no party whose claims it does not already share.

14.2 *The relation refused, and the relation asserted*

Claim 14.1. (Cumulation without ordering). *The three functions are cumulative, in that an arrangement performs all three or fails at the one it omits, and they are unordered, in that none is the completed form of another. An arrangement that recognises and does not interpret has failed at interpretation, and an arrangement that generates while admitting few has failed at recognition; neither failure is a lower stage of the other.*

The ordering that Claim 14.1 refuses is available and attractive. It presents recognition as the first achievement, interpretation as its deepening, and generation as the form that supercedes both. Two grounds are given for refusing it. The presentation is a progress narrative, and the historical claim it implies, that arrangements pass through these functions in sequence, is false in the plain sense, since arrangements have performed all three in every period and have failed at all three in every period. And an ordering makes the last term the goal, which is the move the next claim blocks.

Claim 14.2. (Generation in constraint form). *The generative function is stated as a constraint on arrangements and supplies no objective for them. The constraint holds that an arrangement is defective in respect of a pairing where it extinguishes the capacity of the relations it orders to produce a further determination of what it has fixed. The constraint rules arrangements out and ranks none, and it issues no instruction to produce agreement, convergence, or shared meaning.*

The constraint is adopted from a companion paper, where it is developed for the conversion of values between categories (Huang, 2026b). Its form matters here for a reason internal to the present argument. An objective stated in generative terms would license the sentence that the whole account is constructed to refuse, namely that an arrangement is warranted by what it produces, and that sentence is available against any party whose position is the cost of the production. Claim 13.1 supplies the second reason: an objective of convergence names a failure mode.

15 INCLUSION AS NON-CONVERTIBILITY

This section states the paper's account of inclusion. Its objective is to add one component to an existing account, to state the institutional form the component takes, and to state what the component leaves permissible. The method is to concede the nearest prior formulations, to state the addition against them, and to fix its bounds.

15.1 *The prior formulations conceded*

Presence in a forum has been distinguished from being heard within it, and the norms governing acceptable speech have been shown to exclude while the forum remains formally open, with the remedy proposed as the admission of further modes of communication alongside dispassionate argument (Young, 2000). Justice has been analysed as requiring representation as well as redistribution and recognition, with a distinct wrong arising where the frame itself is set so as to exclude (Fraser, 2005). Credibility deficits and the absence of collective interpretive resources have been given a general account (Fricker, 2007). And arrangements that admit a perspective on condition of its adaptation have been distinguished from arrangements whose framework is revisable by what it admits (Longino, 2002; Intemann, 2009).

The addition stated here is close to the last of these and differs from the first in a way worth marking. The remedy of admitting further modes of communication pluralises the currencies in which a claim may be made. The addition below exempts a claim from being made in any currency other than its own.

15.2 *The addition*

Definition 15.1. (Non-convertible claim). *A claim is non-convertible within an arrangement where the party holding it may advance it in the terms of its own nomos, may have it enter the arrangement's determinations, and is at no point required to render it in the terms of another nomos as a condition of its being considered.*

Claim 15.2. (Three components of inclusion). *Inclusion within an arrangement holding several nomoi has three components: presence, which concerns who is party; recognition, which concerns whose claims are admitted; and non-convertibility, which concerns whether admission is conditional on rendering. The third is independent of the first two, since a party may be present, its claims admitted, and every admission conditional on rendering.*

The third component is what the derivation of Section 7 makes visible. Where the arrangement's decisions are taken in advance, admission on condition of rendering falls with the regularity Proposition 7.1 states, so that the party holding the ex post nomos is included on terms that require it to speak in the other's terms. Presence and recognition are satisfied. What the party holds is a standing invitation to translate.

15.3 *The institutional form*

Three elements give the component institutional form, and the third is what makes it compatible with joint action.

A reserve is protected, consisting of determinate matters on which the party's claims are received in its own terms. Instruments that require a party to select and discharge undertakings

of its own choosing, monitored for discharge and not for conformity to a common measure, are approximations to this form, as §10 records.

A path of reopening is preserved, so that the extent of the reserve remains contestable by the party that bears the cost of its boundary. Without this the reserve is a grant, and a grant is revised by the granting party alone.

And warranting supplies the means by which a non-convertible claim can be acted upon jointly. Without such a means, non-convertibility presents to the other party as a refusal to give an account of oneself, and an arrangement will not carry many such refusals. With it, the party that holds the claim addresses the exposure of the party that must act on it, and the claim itself stays where it is. This is the practical relation between the paper's two results, and it is the reason they are stated in one paper.

15.4 What the component leaves permissible

The component is compatible with a floor that binds every nomos in the arrangement, since a floor is a constraint on outcomes and the component concerns the terms in which claims are advanced. It is compatible with determinations that go against the party holding a non-convertible claim, since being received in one's own terms is distinct from prevailing. It is compatible with limits on the extent of the reserve, since the reserve is determinate and its boundary is contestable by the party affected. And it leaves entirely open which claims a particular arrangement should place within a reserve, which is a question for the parties to that arrangement and is one on which this paper offers nothing.

16 EXTENSIONS RESERVED FOR SEPARATE TREATMENT

This section names three settings that the argument indicates and that receive no treatment here. Its objective is to mark them as reserved and to state what would have to be established in each. The method is enumeration.

The first is the governance of organisations whose members hold several nomoi, where the underwriting position is occupied by a headquarters, a professional body or an owner, and where the material surveyed in §4 on language, practice transfer and inclusion at work supplies both the setting and its established explanations (Vaara et al., 2005; Kostova, 1999). What would have to be established is whether the derivation of Section 7 holds where the parties stand in a relation of employment, in which exit is costly and the arrangement is authored by one side.

The second is the law governing such organisations and the bodies that supervise them, where the questions treated here appear as questions about the reception of one order's determinations by another and about the standing of those subject to determinations they had no part in making (Kingsbury et al., 2005).

The third is the making of standards and rules by bodies whose authority rests on adoption rather than on jurisdiction. The two instruments of §11 are drawn from that setting, and their treatment here is confined to the direction of the demonstration burden and to the form of disclosure. What a full treatment would add is the question of who participates in the setting of a standard against which others must later demonstrate.

17 LIMITS OF THE PRESENT STATEMENT

This section states the limits of the argument with sufficient specificity for a reader to judge which of them are remediable. The method is enumeration by type.

The two evidence regimes are defined and unmeasured. Nothing here supplies a procedure for placing a given claim on the gradient of §5, and the placements used in the case material rest on the ordinary understanding of what can be checked in advance.

The individuation of *nomoi* is open, as §2 records. The results are stated for pairings in which the parties treat their orders as distinct, which is the condition under which the practical problem arises and is weaker than a general criterion.

The case material illustrates. The European devices are read through the typology, the contrast between the two members of the recognition family is offered as a test of Proposition 8.7, and the weight of that test rests on the mechanism stated there in place of resting on the pairing alone. Nothing is measured, and the arrangements answer to purposes beyond the ones treated.

The central hypothesis carries the identification problem stated in Claim 12.2, and it is entered as a hypothesis for that reason.

Warranting has the pathologies stated in §8, and the admissibility condition addresses them only where the party bearing the cost can reach a mechanism. Where no such mechanism exists, the device is available to the stronger party as a means of extraction that retains the form of an accommodation.

The survey findings include negative results, and negative results in literatures of this size are reported as the state of the author's knowledge. Where a formulation stated here as unoccupied is in fact occupied, the correct response is attribution, and the substantive claims stand or fall on the grounds given for them.

18 QUESTIONS LEFT OPEN

This section states the questions the argument raises and leaves unanswered. The register is that of a structure identified in place of a problem solved: if the structure described here is real, the following questions arise immediately.

The first concerns measurement. What would an instrument for placing claims on the gradient of §5 look like, and would its construction move the claims it measures, in the manner

Proposition 7.2 describes for the objects of governance?

The second concerns the individuation of nomoi. Under what conditions do two communities hold one nomos, and what survives when a nomos revises its content?

The third concerns the boundary of the derivation. Proposition 7.1 is stated for decisions taken in advance. What is the burden's distribution where the decision can be deferred until the interval has elapsed, and does the deferral of settlement function as a device precisely by suspending the asymmetry?

The fourth concerns the guarantee. What features make a guarantee credible to a party that declines to assess the order behind it, and how does a guarantee escape hardening into a rate over repeated instances?

The fifth concerns the reserve. By what procedure is the boundary of a non-convertible reserve fixed, when the parties disagree about its extent and the boundary cannot be fixed in the terms of either nomos alone?

The sixth concerns redirection. What test detects redirection in an arrangement whose indicators are improving, given that the mode presents as success on every measure of activity?

The seventh concerns the hypothesis. What set of governing arrangements would allow verifiability to be varied independently of competence, sovereignty exposure and distributive stake?

The eighth concerns the scope of the account. The results are stated for two parties. Where three or more nomoi meet, do the burdens compose, and does a party holding an ex post nomos face one burden or several?

REFERENCES

- Abbott, Kenneth W., and Duncan Snidal (2000). Hard and Soft Law in International Governance. *International Organization*, 54(3), 421–456.
- Anderson, Elizabeth (1993). *Value in Ethics and Economics*. Cambridge, MA: Harvard University Press.
- Berman, Paul Schiff (2012). *Global Legal Pluralism: A Jurisprudence of Law Beyond Borders*. Cambridge: Cambridge University Press.
- Bevan, Gwyn, and Christopher Hood (2006). What's Measured Is What Matters: Targets and Gaming in the English Public Health Care System. *Public Administration*, 84(3), 517–538.
- Boltanski, Luc, and Laurent Thévenot (2006). *On Justification: Economies of Worth*. Trans. Catherine Porter. Princeton: Princeton University Press. Originally published as *De la justification: Les économies de la grandeur*, Paris: Gallimard, 1991.
- Cover, Robert M. (1983). The Supreme Court, 1982 Term — Foreword: Nomos and Narrative. *Harvard Law Review*, 97(1), 4–68.

- Davis, Kevin E., Angelina Fisher, Benedict Kingsbury, and Sally Engle Merry (eds.) (2012). *Governance by Indicators: Global Power through Quantification and Rankings*. Oxford: Oxford University Press.
- Espeland, Wendy Nelson, and Michael Sauder (2007). Rankings and Reactivity: How Public Measures Recreate Social Worlds. *American Journal of Sociology*, 113(1), 1–40.
- Espeland, Wendy Nelson, and Mitchell L. Stevens (1998). Commensuration as a Social Process. *Annual Review of Sociology*, 24, 313–343.
- Davies, Gareth (2006). Is Mutual Recognition an Alternative to Harmonization? In Lorand Bartels and Federico Ortino (eds.), *Regional Trade Agreements and the WTO Legal System*. Oxford: Oxford University Press, 265–280.
- Fabbrini, Federico, and Katarzyna Granat (2013). ‘Yellow Card, but No Foul’: The Role of the National Parliaments under the Subsidiarity Protocol and the Commission Proposal for an EU Regulation on the Right to Strike. *Common Market Law Review*, 50(1), 115–143.
- Fraser, Nancy (2005). Reframing Justice in a Globalizing World. *New Left Review*, 36, 69–88.
- Fricker, Miranda (2007). *Epistemic Injustice: Power and the Ethics of Knowing*. Oxford: Oxford University Press.
- Gibson-Graham, J. K. (2008). Diverse Economies: Performative Practices for ‘Other Worlds’. *Progress in Human Geography*, 32(5), 613–632.
- Grossman, Sanford J., and Oliver D. Hart (1986). The Costs and Benefits of Ownership: A Theory of Vertical and Lateral Integration. *Journal of Political Economy*, 94(4), 691–719.
- Hart, Oliver (1995). *Firms, Contracts, and Financial Structure*. Oxford: Oxford University Press.
- Hart, Oliver, and John Moore (1988). Incomplete Contracts and Renegotiation. *Econometrica*, 56(4), 755–785.
- Holmström, Bengt, and Paul Milgrom (1991). Multitask Principal–Agent Analyses: Incentive Contracts, Asset Ownership, and Job Design. *Journal of Law, Economics, and Organization*, 7 (special issue), 24–52.
- Honneth, Axel (2003). Redistribution as Recognition: A Response to Nancy Fraser. In Nancy Fraser and Axel Honneth, *Redistribution or Recognition? A Political-Philosophical Exchange*. London: Verso, 110–197.
- Huang, Wanhong (2026a). *Marriage from a Dialectical Generative Relational Economics Perspective: A Preliminary Discussion of the Relation Between Allocative and Generative Accounts*. Draft preprint.
- Huang, Wanhong (2026b). *Interpretive Justice in Heteromorphic Value Conversion: Toward a Generative Relational Theory of Legitimate Value Conversion Nomos*. Draft preprint.
- Huang, Wanhong (2026c). *Cultivating Generativity: Recognition, Translation, and Co-creation in Relational Systems*. Draft preprint.

- Huang, Wanhong (2026d). *Rethinking Multilingual Democracy: Towards a Generative Relational Theory of Governance amid Relational Plurality and Heteromorphic Values*. Draft preprint.
- Huang, Wanhong (2026e). *Beyond Unity and Fragmentation: Relational Crystallization and the Emergence of Generative Plurality*. Draft preprint.
- International Law Commission (2006). *Fragmentation of International Law: Difficulties Arising from the Diversification and Expansion of International Law*. Report of the Study Group, finalized by Martti Koskeniemi. UN Doc. A/CN.4/L.682.
- Intemann, Kristen (2009). Why Diversity Matters: Understanding and Applying the Diversity Component of the National Science Foundation's Broader Impacts Criterion. *Social Epistemology*, 23(3–4), 249–266.
- Kingsbury, Benedict, Nico Krisch, and Richard B. Stewart (2005). The Emergence of Global Administrative Law. *Law and Contemporary Problems*, 68(3–4), 15–61.
- Kostova, Tatiana (1999). Transnational Transfer of Strategic Organizational Practices: A Contextual Perspective. *Academy of Management Review*, 24(2), 308–324.
- Krisch, Nico (2010). *Beyond Constitutionalism: The Pluralist Structure of Postnational Law*. Oxford: Oxford University Press.
- Krisch, Nico (ed.) (2021). *Entangled Legalities Beyond the State*. Cambridge: Cambridge University Press.
- Krisch, Nico (2022). Entangled Legalities in the Postnational Space. *International Journal of Constitutional Law*, 20(1), 476–506.
- Kymlicka, Will (1995). *Multicultural Citizenship: A Liberal Theory of Minority Rights*. Oxford: Clarendon Press.
- Legg, Andrew (2012). *The Margin of Appreciation in International Human Rights Law: Deference and Proportionality*. Oxford: Oxford University Press.
- Letsas, George (2007). *A Theory of Interpretation of the European Convention on Human Rights*. Oxford: Oxford University Press.
- Longino, Helen E. (2002). *The Fate of Knowledge*. Princeton: Princeton University Press.
- May, Stephen (2015). The Problem with English(es) and Linguistic (In)justice: Addressing the Limits of Liberal Egalitarian Accounts of Language. *Critical Review of International Social and Political Philosophy*, 18(2), 131–148.
- Merry, Sally Engle (2016). *The Seductions of Quantification: Measuring Human Rights, Gender Violence, and Sex Trafficking*. Chicago: University of Chicago Press.
- Michaels, Ralf (2009). Global Legal Pluralism. *Annual Review of Law and Social Science*, 5, 243–262.
- Nicolaïdis, Kalypso (2007). Trusting the Poles? Constructing Europe through Mutual Recognition. *Journal of European Public Policy*, 14(5), 682–698.

- Patten, Alan (2014). *Equal Recognition: The Moral Foundations of Minority Rights*. Princeton: Princeton University Press.
- Piekkari, Rebecca, Denice E. Welch, and Lawrence S. Welch (2014). *Language in International Business: The Multilingual Reality of Global Business Expansion*. Cheltenham: Edward Elgar.
- Polanyi, Karl (1957). The Economy as Instituted Process. In Karl Polanyi, Conrad M. Arensberg, and Harry W. Pearson (eds.), *Trade and Market in the Early Empires*. Glencoe: Free Press, 243–270.
- Porter, Theodore M. (1995). *Trust in Numbers: The Pursuit of Objectivity in Science and Public Life*. Princeton: Princeton University Press.
- Power, Michael (1997). *The Audit Society: Rituals of Verification*. Oxford: Oxford University Press.
- Radin, Margaret Jane (1996). *Contested Commodities*. Cambridge, MA: Harvard University Press.
- Rawls, John (1993). *Political Liberalism*. New York: Columbia University Press.
- Raz, Joseph (1986). *The Morality of Freedom*. Oxford: Clarendon Press.
- Sahlins, Marshall (1972). *Stone Age Economics*. Chicago: Aldine-Atherton.
- Sabel, Charles F., and Jonathan Zeitlin (2008). Learning from Difference: The New Architecture of Experimentalist Governance in the EU. *European Law Journal*, 14(3), 271–327.
- Schäfer, Armin (2006). A New Form of Governance? Comparing the Open Method of Co-ordination to Multilateral Surveillance by the IMF and the OECD. *Journal of European Public Policy*, 13(1), 70–88.
- Schmidt, Susanne K. (2007). Mutual Recognition as a New Mode of Governance. *Journal of European Public Policy*, 14(5), 667–681.
- Shaffer, Gregory C., and Mark A. Pollack (2010). Hard vs. Soft Law: Alternatives, Complements, and Antagonists in International Governance. *Minnesota Law Review*, 94(3), 706–799.
- Satz, Debra (2010). *Why Some Things Should Not Be for Sale: The Moral Limits of Markets*. Oxford: Oxford University Press.
- Scott, James C. (1998). *Seeing Like a State: How Certain Schemes to Improve the Human Condition Have Failed*. New Haven: Yale University Press.
- Spence, Michael (1973). Job Market Signaling. *Quarterly Journal of Economics*, 87(3), 355–374.
- Stiglitz, Joseph E., and Andrew Weiss (1981). Credit Rationing in Markets with Imperfect Information. *American Economic Review*, 71(3), 393–410.
- Tirole, Jean (1999). Incomplete Contracts: Where Do We Stand? *Econometrica*, 67(4), 741–781.
- Tully, James (1995). *Strange Multiplicity: Constitutionalism in an Age of Diversity*. Cambridge: Cambridge University Press.
- Bosphorus v Ireland*, App. no. 45036/98, ECtHR (GC), 30 June 2005.

Case 120/78 *Rewe-Zentral AG v Bundesmonopolverwaltung für Branntwein* [1979] ECR 649.

Convention on International Civil Aviation (1944), Article 38.

Case 283/81 *CILFIT v Ministero della Sanità* [1982] ECR 3415.

European Charter for Regional or Minority Languages (1992), ETS No 148.

Framework Convention for the Protection of National Minorities (1995), ETS No 157.

Protocol (No 2) on the Application of the Principles of Subsidiarity and Proportionality, annexed to the Treaty on European Union and the Treaty on the Functioning of the European Union.

Protocol No 15 amending the Convention for the Protection of Human Rights and Fundamental Freedoms, CETS No 213.

Regulation No 1 determining the languages to be used by the European Economic Community, OJ 17, 6.10.1958.

Regulation (EU) 2019/515 on the mutual recognition of goods lawfully marketed in another Member State.

Agreement on the Application of Sanitary and Phytosanitary Measures (1995), Article 4.

Treaty on European Union, Article 4(2).

Treaty on European Union, Article 5.

Treaty on the Functioning of the European Union, Article 17.

Twining, William (2009). *General Jurisprudence: Understanding Law from a Global Perspective*. Cambridge: Cambridge University Press.

Vaara, Eero, Janne Tienari, Rebecca Piekkari, and Risto Sääntti (2005). Language and the Circuits of Power in a Merging Multinational Corporation. *Journal of Management Studies*, 42(3), 595–623.

Van Parijs, Philippe (2011). *Linguistic Justice for Europe and for the World*. Oxford: Oxford University Press.

Walzer, Michael (1983). *Spheres of Justice: A Defense of Pluralism and Equality*. New York: Basic Books.

Young, Iris Marion (2000). *Inclusion and Democracy*. Oxford: Oxford University Press.

Instruments and cases cited. Regulation No 1 determining the languages to be used by the European Economic Community, OJ 17, 6.10.1958 (Regulation No 1, 1958). Treaty on European Union, Articles 4(2) and 5 (TEU Art. 4, 2012; TEU Art. 5, 2012); Protocol (No 2) on the application of the principles of subsidiarity and proportionality (Protocol No 2, 2007); Treaty on the Functioning of the European Union, Article 17 (TFEU Art. 17, 2012). Regulation (EU) 2019/515 on the mutual recognition of goods lawfully marketed in another Member State

(Regulation 2019/515, 2019). Case 120/78 *Rewe-Zentral AG v Bundesmonopolverwaltung für Branntwein* [1979] ECR 649 (Cassis, 1979); Case 283/81 *CILFIT v Ministero della Sanità* [1982] ECR 3415 (CILFIT, 1982). *Bosphorus Hava Yolları Turizm ve Ticaret Anonim Şirketi v Ireland*, App. no. 45036/98, ECtHR (Grand Chamber), 30 June 2005 (Bosphorus, 2005); Protocol No 15 amending the Convention for the Protection of Human Rights and Fundamental Freedoms, CETS No 213 (Protocol No 15, 2013). European Charter for Regional or Minority Languages, ETS No 148 (1992) (ECRML, 1992); Framework Convention for the Protection of National Minorities, ETS No 157 (1995) (FCNM, 1995). Agreement on the Application of Sanitary and Phytosanitary Measures, Article 4 (1995) (SPS Agreement, 1995). Convention on International Civil Aviation, Article 38 (1944) (Chicago Convention, 1944).