

Toward a Typology of Trust under the Generative Relational Being Framework

A Preliminary Discussion Paper

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Abstract

Governance theory has for the most part treated trust as underwritten, with the court standing behind the contract and the central bank behind the currency. The underwriting covers a small and shrinking fraction of the commitments that actually hold, and this discussion asks what produces trust in the remainder.

Coercion is not a distinct mechanism of trust production. It is a case of symbolic credit in which the guarantee is written in violence, and it is neither sufficient nor necessary for the phenomenon it is thought to explain. The argument is informational: an expectation of sanction produces an estimate of the sanction, and it leaves the partner unobserved.

A typology is then proposed, and its classifying dimension is the mode of closure, being what renders reliance across the interval between a commitment and its keeping warranted. Three modes are derived by partition and the derivation claims exhaustiveness: the warrant lies outside the relation, which is closure by guarantee; or it lies within, and the interval is absent, which is closure by fusion; or it lies within, and the interval is traversed and returns, which is closure by return. The corresponding mechanisms are symbolic credit, relational coupling, and generative circulation, and they are separated in their consequences by a criterion external to their operation, namely whether the arrangement admits audit from a position outside itself. Three cases are examined: the memorandum of understanding, in which sophisticated parties select the unenforceable instrument over the enforceable one; intimate relation, in which coercion destroys the very thing it would secure; and peer-produced software, in which trust survives at a scale coupling cannot reach and collapses when value ceases to return to those who produce it.

The condition of return is taken from Eglash, whose definition of generative justice has three clauses and whose account is more demanding than the single clause on return that is usually quoted from it. A difficulty is nonetheless raised and it concerns a matter the account does not address: the boundary of those who count as generators of value, which a closed order may draw so as to satisfy every clause internally. A refinement is proposed with its falsifiers. Self-legislated commitment is treated separately, having no object, and is offered as the opening condition of relation with its danger stated on the same page.

Keywords: trust; coercion; symbolic order; generative justice; relational governance.

Part I. The Question

1 JUDICIAL SCARCITY AS A STRUCTURAL CONDITION

The commitments that hold in a society vastly outnumber those that any enforcement apparatus could adjudicate. This is ordinarily treated as a practical embarrassment, to be addressed by expanding the apparatus or by triaging its attention. The premise of this discussion is that it is instead a structural condition, and that treating it as an embarrassment has concealed a theoretical error.

The error is visible in the standard picture. Under that picture, enforcement is the load-bearing member, and the unenforced commitments hold because enforcement, though absent, remains available. The court that never sits nonetheless casts its shadow. Compliance in the shadow is compliance all the same, and the theory is preserved.

Consider what the picture predicts. If the shadow bears the load, then coordination should degrade as the shadow thins. Where enforcement is remote, costly, or effectively unavailable, the commitments that depend on it should weaken in proportion. This is a prediction and it is available for inspection, and it is not obviously borne out. Much of social life has always been conducted at a distance from any enforcement that could reach it, and it has been conducted with a reliability that the standard picture does not lead one to expect.

The observation suggests that enforcement was never the load-bearing member, and that the theory has mistaken a visible instrument for a mechanism.

2 THE FAILURE OF THE GUARANTEE

The condition has an additional aspect, and this discussion treats it as the same condition seen from a different angle. The instruments of symbolic credit are in visible difficulty. Institutional legitimacy, expert authority, the credential, the currency, the certifying body: each is an arrangement in which trust is extended to a particular because a general order is thought to stand behind it, and each is now extended with a hesitancy that would have been unusual a generation ago.

This is ordinarily described as a crisis, and the description carries an assumption worth exposing. A crisis is a loss, and a loss presupposes prior possession. The assumption is that the guarantee was formerly in place and has now failed.

The alternative reading is that no guarantee was ever in place, and that what is now visible was formerly obscured. This reading has a source in Lacan, whose formulation is that the Other does not exist, meaning that the guarantor of the symbolic order is itself barred and cannot underwrite what it appears to underwrite. On this reading, symbolic credit was always a circulation that had forgotten that it was a circulation, and what is called crisis is the moment

at which it remembers.

The two readings diverge in what they license. If the guarantee has failed, the task is to restore it. If the guarantee was never there, the task is to describe what has been doing the work all along.

3 THE QUESTION

The scarcity of enforcement is the occasion of this discussion and it is not its premise. A premise of scarcity would license the reply that the apparatus should be enlarged, and the argument of Sections 1 and 2 forecloses that reply. What an expectation of sanction produces is compliance, and compliance carries no information about the disposition that would have obtained without it. An enforcement apparatus of unlimited reach would therefore produce an unlimited quantity of compliance and no trust whatever. The question is accordingly not what to do about a shortfall. It is what has been producing trust in the region that enforcement never reached, which is most of the region, and which would remain most of the region were the apparatus made complete.

The question is structural in a second sense, and Section 2 has stated it. If the guarantee behind symbolic credit was never in place, then the arrangements now described as failing were never underwritten, and their present visibility is a change in what can be seen rather than a change in what obtains. The question in that case is not what to restore.

The question. What closes a commitment when nothing external is available to close it? The question is prior to the question of design, which is deferred. It is prior in the following sense: an account of how public trust may be built presupposes an account of what trust is produced by, and the two are ordinarily conflated because enforcement is taken to be the answer to both.

The form of the answer. Trust is classified here by *the mode of closure*, which is the dimension along which the mechanisms differ. The classification is claimed to be exhaustive, and the claim is argued in Part III rather than asserted.

Part II. Coercion

4 THE INSUFFICIENCY OF COERCION

That coercion does not suffice for trust is not a controversial claim, and it will be treated briefly. Compliance obtained under threat of sanction is compatible with the expectation that the party will defect the moment the sanction is withdrawn, and the expectation is often correct. What is produced by the threat is conduct, and the conduct carries no information about the disposition behind it.

The point admits a sharper statement, and the sharper statement will be needed later. Under threat, the party who must decide whether to rely on another is in the following position. The other's conduct is determined by the sanction; therefore the conduct is evidence about the sanction; therefore it is not evidence about the other. In the vocabulary of predictive inference, the precision of the estimate rests on the sanction, and the estimate of the partner receives no weight, since nothing observed discriminates between a partner who would have performed and a partner who would not. Enforcement fails to produce trust. It removes the observations from which trust could be produced.

5 THE NON-NECESSITY OF COERCION

That coercion is not necessary is the contested half, and the contest turns on the shadow of enforcement. The objection has been stated above and it must be answered rather than restated.

The answer is that the shadow, if it bears the load, must bear it through some mechanism, and the mechanism must be the one identified in the previous section. The shadow works by supplying an expectation of sanction. But an expectation of sanction, wherever it is efficacious, produces the informational condition just described, in which the partner is not observed. The shadow therefore cannot produce trust; it can produce only compliance at a distance. Where trust is observed in the absence of enforcement, either the shadow is not doing the work, or what is observed is not trust.

This yields the first proposition.

Proposition 1. Coercion is neither sufficient nor necessary for trust. It is further not a distinct mechanism of trust production. It is a special case of symbolic credit, being the case in which the guarantee is written in violence, and the sanction is its visible instrument rather than its mechanism.

Refutation. The proposition fails if coordination degrades in proportion as enforcement thins. It fails if trust and compliance cannot be distinguished behaviorally, since the argument turns on the distinction. It fails if some mechanism can be exhibited by which the expectation of sanction produces an estimate of the partner rather than an estimate of the sanction.

6 WHAT COERCION SUPPLIES

If enforcement is not the source of trust, the question arises of what it was doing, since it plainly does something. The answer proposed here is that it supplies closure.

A commitment is a proposition about a future that has not occurred. What must be secured is that the loop completes, that the future arrives in the form the commitment describes. Enforcement secures this externally, by making the alternative futures costly. This is a real service and it is not to be dismissed. It is simply not the production of trust, and the two have been conflated because enforcement is the most visible way of achieving closure and has therefore been mistaken for the only one.

The consequence is that trust in the absence of enforcement requires closure to be produced from within. Three routes are available in principle, and they will be developed in Part III. Something may be staked that cannot be recovered, so that the alternative futures are removed by the party rather than by the court. Two parties may be coupled so tightly that the question of the other's compliance does not arise in the form the enforcement picture presupposes. Or the commitment may circulate through a field and return recognizable, so that the closure is the circulation itself and requires nothing beneath it.

7 THE SUBSTITUTION THESIS

A consequence follows.

Conjecture (substitution). Enforcement and the production of trust are substitutes. Adding enforcement to a relation does not add trust to it. It displaces the informational conditions under which trust is producible, by reallocating the weight of inference from the partner to the sanction.

Refutation. The conjecture makes a claim about the weight of inference and not about the value of the outcome, and the two are separable in principle, since a party's estimate of what a course of action is worth and a party's confidence in that estimate are distinct quantities and are, on current understanding, carried differently. The conjecture therefore predicts a dissociation: the introduction of enforcement should leave the estimate of the value of cooperation intact and should shift the confidence from the partner to the sanction. If enforcement is found to move the two together, or to move the value and leave the confidence where it was, the conjecture is wrong.

The instrument that would run this test does not presently exist in a form the author can specify, and the conjecture is held open until it does. What is claimed is that the conjecture has been given a form in which it could be wrong.

If enforcement crowds out trust, the apparent conclusion is that enforcement should be withdrawn. That conclusion does not follow, and Part VI states why.

Part III. A Typology

8 THE DERIVATION OF THE PARTITION

Part II established that a commitment made in the absence of enforcement requires closure to be produced from within, and it named three routes without arguing that they exhaust the possibilities. The argument is given here. It proceeds by partition rather than by enumeration, and the partition is what carries the claim of exhaustiveness.

Let a commitment be a proposition, advanced by one party, concerning a future state, upon which a second party must act before the state obtains. The interval between the advancing and the obtaining is the gap. Closure is whatever renders the second party's reliance across the gap warranted.

The question is then what the warrant can rest on, and it admits of a disjunction that is complete.

8.1 *The first cut*

The ground of the warrant lies either outside the relation of the two parties, or within it. There is no third location, since the relation and its exterior exhaust the possibilities by construction.

If the ground lies outside, then some third thing underwrites the first party's performance, and the second party's reliance is reliance upon that third thing. This is closure by guarantee. The third thing may be a court, an order of law, a currency, a certifying body, or the anticipated judgment of a community. What these have in common is that the second party's estimate is an estimate of the underwriter and not of the partner, and Section 4 has shown why this matters. Coercion falls here, as the sub-case in which the underwriting is violence.

8.2 *The second cut*

If the ground lies within the relation, a second disjunction forces, and it too is complete. Either the gap across which reliance must be extended is absent, or it is present and traversed.

The gap is absent where the two parties do not stand as two. If the predictive model each holds cannot be decomposed into a model of the self and a model of the other without loss, then there is no interval across which one party must rely upon another, since the question of the other's performance is not separable from the question of what the parties are jointly doing. This is closure by fusion, and it is the mechanism named coupling below.

The gap is present and traversed where the commitment passes outward and returns. What the second party relies upon in this case is neither an underwriter nor the absence of separation. It is that the circuit completes, that what is advanced returns recognizable, and that the value generated returns to those who bear the cost of generating it. This is closure by

return, and it requires no third thing beneath it. It is the mechanism named circulation below.

8.3 *The claim of exhaustiveness*

Three leaves are yielded by two complete disjunctions: the warrant is external, or the warrant is internal and the gap is absent, or the warrant is internal and the gap is traversed. No fourth position on the tree exists.

The exhaustiveness claim. Closure is achieved by guarantee, by fusion, or by return, and by nothing else. The claim rests on the two disjunctions, each of which is complete: a warrant is located outside the relation or within it, and a gap within a relation is absent or traversed.

Refutation. The claim fails if a mechanism can be exhibited whose warrant is neither external nor internal, which would require a location the disjunction does not admit. It fails, more plausibly, if a mechanism can be exhibited that is internal and in which the gap is neither absent nor traversed. It fails if the notion of the gap is found to be ill-formed, since the second disjunction is defined over it, and in that case the partition would collapse to the first cut and the account would have two mechanisms and not three.

On the standing of the claim. What is offered is a conceptual partition and not a theorem. The terms of which it is composed, being commitment, warrant, and gap, are not formal objects, and no proof is available over them. The partition is exhaustive relative to the disjunctions, and the disjunctions are open to the objection that they are not the right cuts. That objection is the one worth making.

Symbolic credit. Closure by guarantee. A particular commitment is trusted because an order is taken to underwrite it, and trust in the particular is trust in the consistency of the order. Coercion is the sub-case in which the underwriting is violence, and the sanction is its instrument.

Relational coupling. Closure by fusion. The parties come to share a single predictive model, so that the estimate each forms of the other is not separable from the estimate each forms of the joint course of action. Coupling is present to the degree that a party's model of the situation cannot be decomposed into a model of the self and a model of the other without loss.

Generative circulation. Closure by return. A commitment passes through a field of parties and returns recognizable, and the value it generates returns to those who bear the cost of generating it. The circulation is the closure, and nothing stands beneath it.

The definition of coupling requires a word, since the term carries the weight of Parts IV and V and would otherwise be a picture rather than a construct.

What is claimed is a degree of non-decomposability, and it admits of gradation. Two parties who have never met model one another as objects: the estimate of the other is formed independently of the estimate of the self, and either may be revised without revising the other. Two parties in sustained joint activity approach a condition in which this independence fails, so that a revision to the estimate of the other is a revision to the estimate of what the parties are doing, and the two cannot be pulled apart. Coupling is the name for the failure of that decomposition, and it is high where the failure is severe.

The construct is thereby distinguished from familiarity, with which it is easily confused. Two parties may know one another in great detail and model one another as separate objects throughout, and this is the ordinary condition of long acquaintance. What distinguishes coupling is the loss of the separation, and not the accumulation of the detail.

The sense of decomposition that is intended may be stated, and stating it converts the construct from a picture into a quantity that could in principle be measured. Let each party hold a model over the joint course of action. The model is decomposable if it factorizes into a component over the self and a component over the other with no loss of predictive content, and it is non-decomposable to the degree that such a factorization discards content. The natural measure of the discarded content is the mutual information between the two components, and coupling is high where the measure is high. The formulation places the construct within the framework of predictive inference in which Section 4 was stated, and it makes the following consistent: enforcement reallocates the weight of inference toward the sanction, and it thereby reduces the content that the two components share, which is to say that enforcement decouples.

The measure is not applied here and the author does not possess the instrument that would apply it. What is claimed is that the construct has been given a form in which the question of its measurement is well posed.

Refutation. The construct fails if the non-decomposability it names cannot be distinguished from the accuracy of one party's model of the other, since accuracy alone would return the calculative picture. A test would require exhibiting two relations equal in the accuracy of mutual prediction and unequal in whether the models can be pulled apart, and showing that trust follows the second and not the first. Absent such a distinction the construct is a redescription and should be abandoned.

9 THE CRITERION THAT SEPARATES THEM

The three cannot be told apart by their dynamic properties, and this is the observation on which the discussion turns. Coupling and circulation both survive the failure of symbolic credit. Both produce trust on the first encounter, without accumulated history. Both are self-sustaining, and both are experienced from within as strong. On every criterion internal to their operation, they are the same.

They differ on one criterion, and it is external.

	Symbolic credit	Coupling	Circulation
Closure	external guarantee	fusion	the circulation
First encounter	no	yes	yes
Survives symbolic failure	no	yes	yes
Auditable from outside	yes	no	yes
Characteristic failure	legitimacy collapse	the closed body	—

The fourth row is the whole of the difference and Part V is devoted to it. Coupling admits no position from which the arrangement can be assessed by one who is inside it, because there is no separable inside. Circulation admits such a position, because a commitment that circulates must be capable of being addressed.

10 THE DANGER OF THE SECOND COLUMN

The practical importance of the criterion may be stated at once, since the discussion would be dangerous without it.

The failure of symbolic credit does not leave a vacuum into which circulation politely enters. What enters is coupling. The strong leader who is trusted by felt fusion rather than by any record, the community of the initiated, the group whose members are certain of one another and of nothing else: these are Imaginary formations in the technical sense, and their trust is strong, sincere, and unavailable to correction from any position outside. The sociology of the present is largely the sociology of this substitution.

An account which concluded that symbolic credit is failing and that relational trust should therefore be turned to would not have described a solution. It would have described the mechanism of its own worst outcome. The distinction between the second and third columns is what prevents this, and it is not a refinement. It is the load-bearing wall.

Part IV. Three Cases

11 THE STANDING OF THE CASES

The three cases are chosen because each carries a different burden. The memorandum of understanding bears on the substitution thesis. Intimate relation bears on the claim that enforcement is destructive of trust, and its absence is the lesser part of what is claimed. Peer-produced software bears on the condition of return and on scale, since it is the only case in which the mechanism must reach beyond parties who know one another.

Each case is presented with the observation that would refute the reading given of it.

12 THE MEMORANDUM OF UNDERSTANDING

The memorandum of understanding is not legally binding, and this is the first thing said of it and the last thing thought about it. The puzzle is ordinarily posed as follows: given the absence of enforcement, why is the instrument honoured?

The puzzle is posed at the wrong place. What requires explanation is the selection. Sophisticated parties, advised by counsel, in a position to execute an enforceable contract, execute the unenforceable instrument instead. They do not lack the option. They decline it.

The reading proposed here follows from the argument of Part II. Enforceability contaminates the signal. Under a contract, performance is overdetermined, and the party who performs cannot be distinguished from the party who feared the court. The information that would tell the parties what they need to know about one another is destroyed by the very provision that secures their position. The memorandum purchases that information at the price of security. It is a deliberate reallocation of inferential weight away from the sanction and toward the partner, and it is available only to parties who are prepared to be wrong.

On this reading the memorandum is not a crystallization of trust already produced elsewhere. It is a production mechanism, and it operates at the first encounter, which no theory of accumulated reputation can accommodate. What closes the loop is that something has been staked which cannot be recovered, namely the party's own protection.

Refutation. The reading fails if memoranda are selected only where an enforceable contract was unavailable, where transaction costs made it impractical, or where the relation was already trusting and the instrument therefore incidental. The prediction is that the instrument will be selected in preference to the contract precisely where the parties do not yet know one another and wish to. If the opposite distribution is found, the reading is wrong.

13 INTIMATE RELATION

The other two cases show enforcement to be absent. This one shows it to be destructive, and it is therefore the sharpest form of the substitution thesis available.

A partner who remains because departure has been made costly is not a partner who trusts, and is not a partner in whom trust has been placed. The introduction of coercion into an intimate relation does not diminish trust by some increment. It removes the conditions under which the question could be asked, since nothing the partner does any longer discriminates between the partner who would have stayed and the partner who would not. The relation may persist. What persists is not the thing that was wanted.

The historical material is illustrative and the study it would take to make it demonstrative has not been conducted. Marriage was for most of its recorded history a coercive institution, secured by property, by the impossibility of exit, and in many jurisdictions by the extinction of the wife's separate legal personality. Enforcement was at a maximum. Whether trust was at a maximum is a question the record does not obviously answer in the affirmative. The liberalization of exit is available as a natural experiment, and the enforcement picture predicts that trust should have collapsed with it. Whether it did is an empirical question and it is not settled here.

This is the case of maximal coupling, and the joint model is at its most complete. It is therefore also the case in which the danger of the second column appears in its most concrete form, and Part V returns to it.

14 PEER-PRODUCED SOFTWARE

The third case is chosen because the first two are dyadic and the question of governance is not.

Contribution to a peer-produced software commons is unremunerated, unenforced, and undertaken by parties who in the great majority of cases will never meet. Coupling in the sense of Part III is not available at this scale, and symbolic credit is not what is being extended. Trust nonetheless obtains, and it obtains at a scale that neither of the first two mechanisms reaches.

The reading proposed is that what sustains it is circulation, and that what is returned is the commons itself: the code that the contributor may use, the tooling, the standing, the capacity to build further. The condition of return is thus visible, and so is its violation. The literature on maintainer exhaustion, the relicensing that converts a commons into an asset, and the corporate fork that consumes without contributing are each descriptions of the same event, which is the severance of the return. What follows the severance is not the persistence of trust under reduced conditions. It is collapse.

Refutation. The reading fails if trust in such communities tracks the accumulated reputation of contributors rather than the return of value to those who bear the cost. The two are separable and the prediction differs. If a project whose returns to contributors are intact loses trust when reputational stocks decline, and retains trust when returns are severed but reputations remain, the reading is wrong and the repeated-game account is right.

Part V. The Condition of Return and Its Boundary

15 THE CONDITION OF RETURN

The three cases converge on a condition that is not supplied by the mechanisms as stated in Part III. Coupling is not sufficient, since parties who share an experience without staking anything are not thereby brought to trust one another. Generation is not sufficient either, since value may be created jointly and at real cost and produce no trust whatever, and it commonly does.

The condition is Eglash's, and the debt is stated at the outset. Generative justice is defined there in three clauses: the universal right to generate unalienated value and to participate directly in its benefits; the right of value generators to create their own conditions of production; and the right of communities of value generation to nurture self-sustaining paths for its circulation (Eglash, 2016). The condition of return is the first of these and it is the one most often quoted, and the account is more demanding than that clause alone conveys.

Two features of the account bear directly on what follows and both are Eglash's rather than the present author's. Unalienated value is defined recursively there, as that which makes possible further just and sustainable generation, so that what must circulate is not a quantity of value alone and includes the capacity by which value is generated. And the second clause requires that generators be positioned to create their own conditions of production, which is a requirement about capacity and not about receipts. The recursion and the requirement on capacity are accordingly not contributions of this discussion, and where the present argument reaches them it is reaching what the source already contains.

16 THE BOUNDARY OF THE GENERATORS

A difficulty remains, and it concerns a matter the account does not address rather than one it addresses inadequately.

Every clause of the definition quantifies over value generators, over communities of value generation, and over those whose activity produced the value in question. None of the clauses settles who these are. The determination of the set is presupposed, and the presupposition is where a closed order operates.

Consider the arrangements ordinarily offered as counterexamples to relational accounts of trust: the criminal association, the guild that excludes, the caste that reproduces itself, the civic republic whose liberties rested on a colony. In each, value returns to the members, the members create their own conditions of production, and the community nurtures a self-sustaining path for the circulation. Every clause is satisfied with respect to the set the arrangement recognizes. The arrangement is sustained by parties it does not recognize.

Such an arrangement does not violate the condition of return. It draws the boundary of those to whom return is owed so as to exclude those whose cost sustains it.

The central conjecture. The set of value generators is constituted by those who bear the cost of the cycle, and not by those whom the cycle recognizes as its participants. A cycle that satisfies every clause of the definition with respect to its self-certified members may nonetheless be extractive, and no criterion internal to the cycle detects this.

This is why the dynamic condition and the condition of justice are orthogonal. The dynamic condition is computable from within the cycle. The condition of justice is not.

The conjecture is offered as a supplement to the account and not as a correction of it. It is available to a defender of generative justice as readily as to a critic, since the natural reply is that the extorted party is plainly a value generator on any reasonable reading of the definition, and that reply is correct. What it does not supply is a criterion by which the arrangement's own accounting could be shown to be mistaken, since the arrangement's accounting is conducted in a grammar from which the extorted party is absent. That is the difficulty, and Section 15 addresses it.

17 THE QUESTION OF ADDRESS

A further step is required.

If the uncounted are those who bear the cost and are not recognized, the question arises of what determines whether they can be recognized. The proposal is that the determinant is whether the language of the arrangement admits their address. Those who are excluded are not exhausted by those who receive nothing. They are those for whom no signifier exists within the arrangement by which their cost could be stated. They are not misdescribed. They are unsayable.

If this is right, then extraction is in the first instance a hermeneutic fact and only derivatively a distributive one. Ideology is not a false belief held about the excluded. It is the absence of a grammar in which the claim of the excluded could be made at all.

The consequence for translation is the one the present author has argued elsewhere and it is restated here in the governance register. Translation is not a precondition of trust, and the account which makes it one produces a regress and a worse politics, since it licenses the conclusion that trust is possible only among those who already share a world. Translation is the labour by which the boundary of the counted is enlarged. Its refusal is the mechanism by which extraction becomes invisible to those who benefit from it.

An objection presents itself at once and it must be met. The disenfranchised of a modern democracy possess the full grammar of the arrangement they are excluded from. They can state their claim in the language of rights, they are understood, and they are excluded nonetheless. If address suffices, the conjecture is already refuted.

The reply narrows the claim and the narrowing is a cost. Address is a necessary condition and it is not a sufficient one. What the conjecture asserts is that where address is absent the exclusion cannot be seen from within the arrangement at all, and where address is present the exclusion becomes a matter that the arrangement must answer for, whether or not it answers well. The disenfranchised who can state their claim have made the arrangement accountable and have not thereby been included. Those for whom no grammar exists have not made it accountable, and the arrangement registers no debt.

Refutation. So narrowed, the conjecture fails if arrangements can be exhibited in which the excluded possess no grammar of address and the exclusion is nonetheless registered and answered for from within. It fails if the enlargement of the counted set is found to proceed without any prior enlargement of what can be said.

Part VI. Self-Legislated Commitment

18 A STRUCTURE WITHOUT AN OBJECT

善者吾善之，不善者吾亦善之，德善。信者吾信之，不信者吾亦信之，德信。

圣人无常心，以百姓心为心。

Laozi 49

The passage is treated separately, and the reason is structural. Trust in each of the three mechanisms is trust in something. It has an object: the Other, the partner, the cycle. What the passage describes has no object. It is a posture the subject adopts toward the possibility of relation as such, prior to any relation that could be its object, and it is therefore not a species of the same thing.

Its place in the argument is nonetheless precise, and it fills a hole the three mechanisms leave. Coupling cannot bootstrap itself. Circulation cannot begin. Symbolic credit is unavailable. Something must open the relation before any of the three can operate, and nothing in the typology supplies it.

The claims of this part are of a different kind from those of Parts II through V, and the difference is recorded here rather than left for the reader to discover. What precedes admits refutation by observation. What follows does not, being an account of a structure and a proposal as to its ethical standing, and the conditions under which it would be abandoned are correspondingly different: it fails if the structure it describes is incoherent, or if the constraint of Section 20 can be shown not to follow from the structure.

The last two characters of each clause carry the claim. The sage's goodness is not a response to the other's goodness and his trust is not a response to the other's trustworthiness. Trustworthiness is not a property the other possessed antecedently and which the sage detected. It is produced in the field that the sage's posture opens. This is the belief that constitutes its own object, and it was stated in this form long before the vocabulary in which the present author has restated it.

19 THE FORMAL STRUCTURE

The structure is self-legislation. The subject is at once the legislator and the subject of the law. There is no external authority, no enforcement, and no appeal. This is the architecture the present author has developed elsewhere under a different name, in which self-legislation, self-adjudication, self-observance, and the removal of the paths of exit together constitute a commitment that borrows no guarantee. The memorandum is that structure directed toward

a particular partner. What the passage describes is the same structure directed toward the possibility of relation itself.

GRB raises the possibility that self-legislation is not the autonomy of an isolated subject. It may instead disclose the constitution of the subject as relational. What becomes manifest under self-legislation is a mode of being in which the subject exists through relational principles and is sustained by them, without recourse to a guarantee held continuously in place from outside.

The weight falls on the subject existing through relational principles, and it does not fall on a law being internalized. If the subject is itself constituted in relation, no interior exists into which a law could be moved. The guarantee was not transferred from outside to inside. The guarantee may never have been in place.

The term 关系性神性 has been used by the present author for what appears here, and it is used with reservation, since it carries a theological register that the argument does not require. It marks one thing only, which is a law that stands with nothing beneath it. Whether the term earns its weight or merely borrows one is left open.

20 THE ASYMMETRY

A constraint follows, and it follows analytically rather than as a caution appended to the recommendation.

If the structure is self-legislation, then to legislate it for another is a contradiction in the terms. A law imposed upon another that they be open is not self-legislation. It is legislation by another, and what it produces is obedience rather than the structure described.

The constraint. Self-legislated commitment may be enacted and may not be required. The passage is in the first person throughout. Read as a prescription addressed to the powerless, it is the oldest instruction ever given to them, and every ideology of forbearance has recruited it. The sage of the passage is not vulnerable. The one who can bear the loss may make the wager. The one who cannot bear it is not thereby obliged to.

21 THE TWO VERSIONS

A gap remains and it is not closed here.

The classical formulation is unconditional. It does not update on evidence, and it extends to the one who has given every reason for withholding. A defensible modern formulation would be weaker: begin from relational openness rather than from defensive closure, and

revise on what is learned. These are different recommendations and the difference is precisely where the risk resides. The weaker version is easier to defend and it is not what the passage says. This discussion states both, marks the gap, and does not resolve it.

22 WHY ENFORCEMENT SURVIVES PROPOSITION 1

The conclusion that would follow from Part II if nothing further were said is that enforcement should be withdrawn. It does not follow, and the reason completes the argument.

A commitment with nothing beneath it is a commitment with nothing to catch its failure. The one who legislates for himself and is betrayed has no appeal. Whether this is bearable is not a question of principle. It is a question of what the person can absorb, and the capacity to absorb betrayal is distributed by material circumstance and is distributed unequally.

Enforcement does not produce trust. Proposition 1 stands. What enforcement does is to bound the loss, and in bounding it, to make the wager affordable to those who could not otherwise make it. It is the residual position from which one who is inside an arrangement may still say that something has been done to them.

The withdrawal of enforcement is therefore not the liberation of trust. It is the reassignment of risk to whoever is weakest within the relation.

This is the answer to the danger identified in Part IV in the intimate case. The relation with the least enforcement is the site of the least-punished violence, and the reason is structural. Within a coupling there is no separable position from which the wronged may speak, and enforcement is what remains when that position has been dissolved.

Part VII. The Standing of This Discussion

23 WHAT REMAINS OPEN

Whether coupling has any sense at a scale beyond parties who can attend to one another, and whether the shared symbolic order is what plays that role at scale, or whether the account simply does not extend. Whether the reallocation of inferential weight described in Section 4 can be observed, and by what measure, which would require a dissociation between the weight assigned to a variable and the value attached to it. Whether the distinction between the genuine and the forged, which the author has treated elsewhere in the dyadic case, has any application where no witness with standing exists.

24 WHERE THE ARGUMENT WOULD FAIL

Two claims carry the rest. The first is the informational point, that enforcement removes the observations from which trust could be produced. If trust and compliance cannot be distinguished, or if the reallocation of inferential weight does not occur, Part II falls and the rest falls with it. The second is that the boundary of the counted set is not determined from within the cycle. If an internal criterion can be exhibited by which an arrangement detects its own uncounted, Part V falls and the orthogonality of the dynamic and the just is a claim without a ground.

What has been attempted here is prior to any account of how trust may be built: to determine whether the trust upon which governance depends is one phenomenon or several, and whether the mechanisms that produce it can be told apart. Readers who can show that they cannot, or who can exhibit an arrangement that audits its own boundary, would be doing the argument the service it most needs. Correspondence is welcome at huangwanhong@serendip.ngo.

End of the preliminary discussion. The mechanisms have been distinguished and the boundary problem has been posed. How public trust may be built is not established here, and is not attempted.

REFERENCES

Eglash, R. (2016). An introduction to generative justice. *Teknokultura*, 13(2):369–404.