

I will argue that a transaction "to which two parties give their informed consent to, coerced neither by each other nor by anyone else, and both are made better off without harming any third party" can be viewed in two ways. Regarding single isolated transactions between individuals there is only one case, namely that of slavery, which would be considered exploitative and impermissible even if the guidelines above are satisfied. Yet, when one incorporates society and the effects produced by such transactions the guidelines stated above are not enough to ensure that others will not be exploited and one needs to take these effects into consideration.

Although most situations where two informed parties agree to a contract, un-coerced and better off afterwards without producing harm to anyone else, are permissible, there are cases for which these seemingly exhaustive principles still result in an ethically questionable transaction. One such case presented in class consisted of the example of a yacht owner, who comes across a dying person and offers to take them on board, thus saving their life, under the condition that they consent to become their slave. If the dying person agrees to this contract it is assumed that they will stay alive, that neither one has been coerced nor that any third party will be harmed. It seems that there is nothing fundamentally wrong with this transaction. This may be true for any other isolated condition offered (which also saves the person's life, is informed, un-coerced and does not harm anyone else) but the fact that it involves a person submitting to slavery is what makes this particular case an act of exploitation, as well as impermissible, but above all else impossible. The first argument for this statement is the fact that this transaction violates the first condition of the agreement, namely that both parties will be better off. The certainly that the dying person is better off living as a slave rather than dead, is questionable on several grounds but most of all on the fact that submitting all your rights to one person gives that person the right to end your life whenever they please, thus not improving your condition from the initial one. Additionally it can be argued that the slave owner is himself certainly not better off considering the immorality of slavery and committing an immoral act clearly does not make a person better off.

What is more, a contract involving slavery is itself a contradiction and thus not possible. This is best explained by Jean-Jacques Rousseau in "On the Social Contract" where he shows that "To renounce one's freedom is to renounce one's status as a man, the rights of humanity and even its duties. There is no possible compensation for anyone who renounces everything. Such a renunciation is incompatible with the nature of man, and taking away all his freedom of will is taking away all morality from his actions. Finally, it is a vain and contradictory convention to stipulate absolute authority on one side and on the other unlimited obedience. Isn't it clear that one is in no way engaged toward a person from whom one has the right to demand everything, and doesn't this condition alone—without equivalence and without exchange—entail the nullification of the act? For what right would my slave have against me, since all he has belongs to me, and this right being mine, my right against myself is a meaningless word?" (Rousseau 50). Thus the actual contract could never take place, and so there would be nothing that would make the previously stated case binding despite the initial reservations. In addition to this it seems that one cannot possibly sell oneself for the simple reason that one does not own oneself but is the actual thing to be sold or given. How does one "alienate" oneself from oneself? The self remains unchanged before and after the contract. One cannot give oneself for one does not belong to anyone in the first place and as stated above the very definition of the

self entails independence. Therefore, slavery can under no circumstances be accepted as part of a contract that is anything but exploitative, immoral or impermissible. For these reasons it is clear why law is obligated to forbid any contract that would involve slavery, thus protecting uninformed citizens from being taken advantage of in such cases. The main objection to the instigation of such a law would be the reduction of opportunity for the stranded person to save their life. Yet, it has been shown that a contract involving slavery results in the person being in a worse situation, and what is more is not even an option. Such a contract is in itself not binding and the understanding of this fact eliminates the desire for it by the person who would otherwise have presented such an offer.

>From this one could conclude that any transaction not involving slavery, to which both informed uncoerced parties have agreed to, will benefit from and do not harm anyone else is a valid transaction that does not exploit any of its participants. But is this all that is necessary to make an act permissible? The several cases covered in this class that satisfy all the above mentioned conditions for consideration as non-exploitative are still questioned in regards to their ethical permissibility. One example is that of the issue regarding surrogate motherhood. The fundamental act seemingly satisfies all the conditions needed for acceptance as a transaction that is not exploitative. Yet, the issue is far from being accepted as completely permissible ethically or legally. Such questions as discussed by Laura M. Purdy: "Is paid surrogacy baby-selling?" (94) will "the practice harm the children?" (95) or Elizabeth Anderson's concern that the act treats "children and women's reproductive capacities as commodities" (71) are only a few issues that need to be resolved before surrogacy can be accepted as fully non-exploitative. The same can be said in regards to the question of organ sale where the individual may benefit without harming others but in the long run this option may lead to poor communities being taken advantage of.

Only when one examines an issue in the broader sense, which includes the effects produced on society in general does it become clear that the guidelines given above are not quite enough to make an action ethically permissible. Every action has a reaction and not only on its immediate surroundings but in a broader sense as well. Although a transaction that satisfies the guidelines above may not immediately be of harm to any third party, when the act is as controversial as surrogate motherhood, organ sale or cloning, it becomes obvious that views on these acts influence the availability of options for others and such questions necessarily need to be examined before one accepts an act as permissible both legally and ethically. Therefore an act that satisfies the guidelines above can still be considered exploitative in regards to the non-immediate effects produced.

par

Rousseau, Jean-Jacques. *On The Social Contract*. Boston, New York, 1978.