

Arguing for Voluntary Slavery

The libertarian view of “voluntary slavery” or “slave contracts” is mixed. There seems to be a great divide among the academics, such as Walter Block on one side and Murray Rothbard, et al. on the other.

Involuntary slavery is defined as the non-consensual servitude to a dominating influence, by threat or use of force. Voluntary slavery is defined as the agreement of servitude to a dominating influence, entered into at a point of consent.

For various reasons, an individual might want to sign his or her rights away into the custody of another party. According to some political theorists, voluntary slavery is a contradiction; to others, it is perfectly acceptable.

Throughout human history, numerous declarations of independence have stated that the people have “inalienable rights” not contingent to any institution (i.e., natural rights, that can not be sold, transferred, or removed). According to the U.S. Declaration of Independence, as written by Thomas Jefferson, among those inalienable rights are “life, liberty, and the pursuit of happiness”.

Side note: Jefferson initially included “property” in lieu of said pursuit but the committee in charge of stylizing the document opted to omit that word. Does this mean that one can not sell or transfer his or her liberty to another party?

In *The Ethics of Liberty*, economist and historian Murray Rothbard opines that “[t]he concept of ‘voluntary slavery’ is indeed a contradictory one, for so long as a laborer remains totally subservient to his master’s will voluntarily, he is not yet a slave since his submission is voluntary; whereas, if he later changed his mind and the master enforced his slavery by violence, the slavery would not then be voluntary.”

Rothbard’s assertion assumes no contract is involved, in which there would be a lot of incentive to have one. In addition, several forms of voluntary slavery counter this, even if in principle only.

An indentured servant is virtually a contracted slave – an individual who agrees, per contract, for a price, to be in custody of another party. If contracts are to be enforced in a free society, then so should voluntary slave contracts.

Wage labor under a planned economy forces workers under duress to depend on an employer – the employer is renting out the worker for an agreed-upon period of time. Often times wage labor results in the employment being the sole provider of livelihood for the worker. In the BDSM alternative lifestyle, a submissive might choose to be under contract,

as a slave, to his or her Dominant, as his or her Master.

Or, as the rhetorical question goes, if slavery is taking 100% of the fruits of someone else's labor, at what percentage does it cease to be slavery?

Rothbard's contention is that if an individual volunteers to be in servitude, it is not slavery; and if the same individual is being prevented from leaving, it is not voluntary. This is true if slavery were to be defined as inherently involuntary, but it is not.

U.S. slavery of "undesirable" whites, blacks, and Asians in the eighteenth and nineteenth centuries was not voluntary. However, there were whites, blacks, and Asians who voluntarily signed contracts of servitude to find passage to and stay in the U.S. during that time. The voluntary slavery contracts made this arrangement. Therefore, by abandoning the contract after getting what the voluntary slave wanted, he or she would be stealing from the master. In contract law, this is legally unacceptable.

In *The Structure of Liberty*, lawyer and legal theorist Randy Barnett asserts that a "claim that a right is inalienable must be distinguished from a claim that it is nonforfeitable." In other words, to be a [socially-accepted] slave, one must have committed a wrongdoing that resulted in someone taking away his or her freedom as punishment.

This is circular reasoning, since the possibility of someone "removing" the right to liberty of a wrongdoer would be forfeiture, as the latter knew of the consequences. If the wrongdoer can forfeit their right to liberty, so could an individual who wanted to be under a slave contract.

Barnett's concern is largely about liability. In his book, and various essays, he argues that under a slave contract, the master could order the slave to violate the rights of a different individual. This argument ignores the fact that if slavery contracts were to be admissible under contract law, then the agreement shall not conflict with existing law.

Meaning, the slave would not be in breach of a contract by refusing to obey an illegal order. In constitutional law, it is lawful for military servicemen to disobey illegal orders given by superior officers. In BDSM, slavery contracts often come with licit clauses codifying stipulations, specifically that Master can order the slave to do anything, except where the latter would be in conflict with the law.

In "Private Property's Philosopher," intellectual historian and philosopher David Gordon says, "only what fits together with self ownership can be enforced. You can only give away your property, not yourself."

His implication is that private property precedes contracts. Though he is correct in style, in substance he is assuming that an individual's person is not their own property. Self-

ownership is the owning of self, and if you own yourself, you can, in fact, sell or transfer that title. By the same token, it would be a violation of one's self-ownership to initiate force to prevent him or her from voluntarily participating in a slavery contract.

The inalienability theory, in regards to voluntary slavery, creates a paradox. When the pursuit of happiness, and the sale or transfer of property, could be the ultimate goal of voluntary slavery among individuals. Either under the eyes of contract law or the parties of a slave contract, there is no issue about free will.

While Rothbard, Barnett, and Gordon are correct about the inability to sell or transfer one's thoughts, they are wrong about the body. Sure the master cannot control bodily functions, like hiccups or urination, but neither can an individual, even as a slave. And chances are, a contract will not have such stipulations, and even if it did, it would not be enforceable under the law.

So, when the definitions of voluntary and involuntary slavery are taken into consideration, it is clear to see the former does not violate anyone's rights or consent. The view of a loud voice in defense of voluntary slavery, economist and professor Walter Block, can be summed up as, "No law should be enacted prohibiting or even limiting in any way people's rights to alienate those things they own."

While inalienable rights are objective, the self-selling of those rights are subjective under the principle of self-ownership. It would violate an individual's rights and consent to force them to not participate in voluntary slavery. Especially if under a [licit] contract.