Typically, we consider mutually beneficial transactions between consenting adults to be legitimate and binding, especially if third parties are unaffected. Yet such transactions can be deeply exploitative. Suppose, for instance, that I fall over the side of a cruise ship and the sole witness demands an exorbitant price for throwing me a life preserver. If I accept his offer, this transaction would be mutually beneficial and, arguably, consensual. Still, it would be deeply exploitative and deeply wrong, and our agreement’s bindingness would be open to question.

In this paper I attempt to explain what exploitation is, when it is wrong, and what makes it so. I argue that exploitation is not always wrong, but that it can be, and that its wrongness cannot be fully explained with familiar moral constraints against harming people, coercing them, or using them as a means, or with familiar moral obligations such as an obligation to rescue those in distress or not to take advantage of people’s vulnerabilities. Its deepest wrongness, I argue, lies in our moral obligation not to extract excessive benefits from people who cannot, or cannot reasonably, refuse our offers.

My plan for the paper is as follows. In section 1, I present a brief conceptual analysis of exploitation to facilitate the ensuing discussion of its wrongness. In section 2, I argue that plausible alternatives to my view cannot account for the wrongness in paradigmatic cases of wrongful exploitation. In section 3, I argue that there are two kinds of wrongful exploitation: the kind that wrongs the exploited and the kind that is merely wrong or indecent. I argue that my view’s main competitor — the view that exploitation’s wrongness lies in the opportunistic use of people’s vulnerabilities (defended by Allen Wood and Robert Goodin) — cannot account for the former. Lastly, in section 4, I explain what is involved in extracting excessive benefits from someone who cannot refuse your offer, highlighting my view’s advantages over Alan Wertheimer’s somewhat similar proposal.

1. Exploitation as Beneficial Use
What does it mean to exploit something? I will argue that, in the broadest sense, to exploit X is simply to secure or extract benefits, either for
oneself or for others, from one’s use of X. Call this the *beneficial use* view. On this view, anything that is used and from which a benefit is either secured or extracted is exploited.¹ This view has three important and plausible implications. First, use without benefit does not qualify as exploitation. If a boxer tries but fails to take advantage of his opponent’s poor reach, then, on this view, he hasn’t exploited it. Similarly, if a capitalist fails to secure or extract benefits from his workers, he may misuse them but he does not exploit them. Second, one can exploit unknowingly and unintentionally. This too seems plausible since we could say, for instance, that migrating birds exploit the position of the stars. This aspect of exploitation, I will argue, makes it possible to exploit wrongly but blamelessly. Finally, since securing or extracting benefits needn’t be wrong, exploitation on the beneficial use view needn’t be wrong either, even if one exploits a person or his attributes. This too seems plausible, for surely it needn’t be wrong for one to have one’s muscular friend move one’s piano, even though one would then be exploiting his strength.²

The beneficial use view can use some refining. First, it doesn’t seem that all beneficial use is exploitative. For instance, it would be odd to call my use of X exploitative if I unforeseeably secured a benefit from it; one can exploit unintentionally but perhaps not unforeseeably. Second, it is not clear how to handle benefits secured by third parties. For instance, while John can exploit Pat on behalf of David, it would be odd to call this exploitation if John doesn’t intend that David benefits even if these benefits are foreseeable. No doubt there are other complications as well, but I set them aside for two reasons. First, since the beneficial use view is morally neutral, further refinements will tell us nothing about exploitation’s wrongness, and that is where my interests lie. Second, even without further emendation, objections to the beneficial use view abound. The most common objection is that exploitation refers to a particular kind of use. For instance, Allen Wood argues that exploitation is use involving planning or manipulation. Thus he claims that a hiker who drinks from a stream he just happens upon is not exploiting it while a miller who builds a mill on it is.³ But while we may be more inclined to describe use involving planning or manipulation as exploitative, it doesn’t seem that exploitation must involve such use. Picnickers, it seems, can exploit nice weather and burglars can exploit open windows even if these actions were not pre-planned. And migrating birds, it seems, exploit the position of the stars without planning or manipulation. Consider also Robert Goodin’s claim that to exploit something is to make unusual use of it, where, on his view, use is unusual when it is uncommon or non-standard.⁴ Here again I suspect that while we might be more inclined to describe such use as exploitative, exploitation need not involve such use. Indeed, on any reasonable account of uncommon or non-standard use, we should be able to imagine cases where one’s use of X is both common and standard yet still exploitative. Some poker players, for instance, exploit their opponent’s risk aversion, which, on any reasonable account, seems neither uncommon nor non-standard. Indeed, Goodin himself provides a counterexample to his own analysis. When explaining that exploitation is not necessarily wrong, he notes that “no one blames philosophers ... for exploiting good arguments.”⁵ I hope there is nothing uncommon or non-standard about this!

As analyses of the concept of exploitation, then, Wood’s and Goodin’s views are too limiting. This concept is best understood more

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¹. I discuss in greater detail the difference between secured and extracted benefits in section 3.

². Robert Goodin and Joel Feinberg argue that though it’s not always wrong to exploit a person’s attributes, it is always wrong to exploit oneself (Feinberg is less explicit about this than is Goodin). Frankly, I’m not sure how to understand this distinction or its relevance. Perhaps one exploits a person rather than just one of his attributes when one exploits an attribute that is constitutive of that person’s identity. But surely this is not always wrong. Even if my muscular friend is a professional strongman who takes his strength very seriously, it doesn’t seem that I wrongly exploit him merely by having him move my piano. See Feinberg, J., Harmless Wrongdoing (New York: Oxford University Press, 1988), p. 177; Goodin, R., ‘Exploiting a Situation and Exploiting a Person’, in Reeve, A., Modern Theories of Exploitation (London: Sage Publications, 1987), pp. 171–8.


⁵. Ibid., p. 169.
broadly to cover all use that secures or extracts benefits. Such a view has no problem handling the aforementioned cases of the burglar, picnicker, poker player, philosopher, or the migrating birds.

2. Wrongful Exploitation

Securing or extracting benefits from one’s use of people or their attributes can be wrong. It is often wrong when the used person is harmed or is used without his consent. But it can also be wrong when the used person consents to and benefits from the use. Consider, for instance, the Antidote case: Person B is bitten by a rare poisonous snake while hiking in a remote forest. His death is imminent. Fortunately, another hiker, A, happens by and offers to sell B the antidote (in all of my examples A will be the exploiter and B will be the exploited). Though it retails for $10, A insists that he will accept no less than $20,000. Since B would rather lose his money than his life, he accepts A’s offer. Here A wrongly exploited B. Indeed, this is about as clear a case of wrongful exploitation as I can imagine. If some theory suggested otherwise, I would take that as evidence against it. Nevertheless, the exchange between A and B was consensual and mutually beneficial. It was mutually beneficial because both parties benefited relative to the non-transaction baseline or relative to how they would have fared had they not transacted with each other. It was consensual because both parties knowingly and freely accepted the deal’s terms. Some would dispute this, arguing that the intense pressure on B to transact made this transaction coercive or non-consensual. Notice first, however, that this pressure did not come from A; A did not coerce or threaten B in the manner of a gun-wielding thief. And second, it does not seem that, in itself, extreme pressure to transact is a consent-defeater. After all, if C’s appendix is about to burst, and D is the only available surgeon, the pressure on C to allow D to operate would be as intense as was the pressure on B to accept A’s offer. Surely, however, we shouldn’t say that if D operates on C, he necessarily does so without C’s consent. Otherwise we would have to say that many routine life-saving operations are non-consensual, which would be absurd.

Following Alan Wertheimer, I suggest that we treat cases like the Antidote case — cases of consensual and mutually beneficial yet wrongful exploitation — as our paradigm cases of wrongful exploitation and that we base our analysis of exploitation’s wrongness on them. This way we avoid becoming distracted by wrong-making factors like harm or non-consent, which, as the Antidote case reveals, are not essential to wrongful exploitation. Though exploitation is often harmful and non-consensual, it is best to seek an account of its wrongness elsewhere so as not to mistake the source of the wrongness.

What, then, best explains why A acted wrongly in the Antidote case? I will argue that his conduct’s wrongness lies in his violation of a prima facie moral obligation not to extract excessive benefits from people who cannot, or cannot reasonably, refuse our offers (call this the Obligation, for short). I begin, however, by considering four alternative proposals, none of which can fully explain the wrongness of A’s conduct.

A. Promoting Overall Utility

Many believe that we have at least a prima facie moral obligation to promote overall utility, especially when we can do this without significant personal sacrifice. But while this might explain why it would have been wrong for A not to transact with B, it can’t explain the wrongness of A’s exploitation of B. Had A ignored B’s cries for help, he would have missed an opportunity for a mutually beneficial exchange and


7. Wertheimer uses a similar case to argue that decisions made under intense pressure aren’t necessarily coerced. I disagree in that I think that such decisions are coerced, but that coercion can be compatible with consent. See Wertheimer, A., Exploitation (Princeton: Princeton University Press, 1996), p. 110.

8. Ibid., pp. 13–16.
thus an opportunity to promote utility, but he missed no such opportunity by exploiting B. To be sure, A’s actions were likely not optimally good because, in light of diminishing marginal returns, a more equitable arrangement between A and B would likely have generated even more utility. But it is not clear that we have an obligation to maximize utility. And even if we did, it wouldn’t capture the sense that A’s conduct in the Antidote case was especially wrong — more wrongful than more typical failures to maximize utility. Finally, the perception of wrongness would remain even if A’s transaction with B did maximize utility. Suppose, for instance, that A used his windfall to feed starving orphans — money that B would have frittered away on luxuries. In this case A’s actions did maximize utility, but the perception of wrongness persists.

Here one might appeal to rule utilitarian considerations and argue that A acted wrongly because, typically, utility is not promoted or maximized by the kind of exploitation we see in the Antidote case. This approach, however, is not necessarily incompatible with my own since it might simply ground the Obligation in a deeper duty to promote the general welfare. Indeed, I believe that one can defend the Obligation on broadly consequentialist grounds, but I won’t pursue this here.9

B. An Obligation to Rescue
Perhaps A acted wrongly because he violated a moral obligation to rescue those in distress. This won’t do, however, since B was indeed rescued by A. Of course, one might appeal to a more nuanced version of this obligation, perhaps one according to which one is morally obligated to rescue people for free, or for no more than the cost of rescue, provided that one can do so without significant effort, risk, or sacrifice. But this won’t do either. First, an obligation of this sort will have trouble distinguishing egregious exploitation from its more minor manifestations. Surely the large discrepancy between the antidote’s retail price and A’s asking price contributes to our condemnation of his conduct, but it is not clear that an obligation to rescue can account for this since this obligation would have been violated had A charged B any amount over the cost of rescue. Second, and more important, our condemnation of A is based more on the fact that he used B’s desperation as an opportunity to make excessive profits rather than on the fact that he demanded more from B than the costs involved in rescuing him. To see this, consider a case where an obligation to rescue and an obligation not to exploit come apart — a case where rescuing someone does require a morally significant sacrifice. Suppose that Steve is drowning in rough, dangerous waters, and that Bob, a mediocre swimmer, is the only potential rescuer around. Here it seems that Bob would not be morally obligated to come to Steve’s aid. Surely, however, it would still be wrong for Bob to turn Steve’s plight to his advantage, say, by offering to help but only for a price that far exceeds what would reasonably compensate him for the risks involved. One can wrongly exploit another, it seems, even if one is not morally obligated to rescue him. This suggests that an obligation to rescue, no matter how it is cashed out, cannot fully explain the wrongness of A’s conduct in the Antidote case. It might explain why it would have been wrong for A to ignore B or to refuse to assist him, but it does not capture the special wrongness of turning someone’s plight to one’s advantage.

Interestingly, distinguishing an obligation to rescue from an obligation not to exploit casts doubt on Wertheimer’s attempt to explain the wrongness in cases like the Antidote case with the concept of a “coercive offer.”10 To illustrate, suppose that I promise to drive Joe to the airport for free, but when I pick him up I request $50 for the trip. If I hadn’t already promised to drive him for free, my request would be an offer, since non-compliance would not leave Joe worse off relative to the non-transaction baseline. But since I have already promised to drive him for free, my request is closer to a threat, since his

9. My main aim is to show that the Obligation best accounts for the wrongness in paradigmatic cases of wrongful exploitation. Whether it can be derived from more basic moral commitments is certainly worth considering but is not my focus here.

non-compliance would make him worse off relative to a baseline that incorporates my promise. Now, if there is an obligation to rescue, as Wertheimer believes (he argues that, in some cases “A may have an obligation to improve B’s situation without compensation, or at least for much less”11), then A’s offer in the Antidote case could be construed as coercive, since B’s non-compliance would leave him worse off relative to a baseline that incorporates A’s moral obligation to rescue B. But since, as we have seen, one can wrongly exploit another even when one is not morally obligated to rescue him, the fact that A made B a coercive offer (for the reasons Wertheimer offers) cannot fully explain A’s conduct’s wrongness. After all, even if, in the Antidote case, getting the antidote to B would have been dangerous, it would still have been wrong for A to use B’s desperation to extract excessive benefits from him; A’s conduct would have been wrong whether or not A was morally obligated to rescue B. And so, we cannot fully explain A’s conduct’s wrongness by noting that, because A had a moral obligation to rescue B, A’s “offer” to B was really more like a threat.12

C. Treating People as Mere Means
One might try to account for the wrongness in the Antidote case by invoking the Kantian injunction against treating people as mere means. What this means is heavily disputed. Some maintain that one treats another as a mere means only when one uses him without his consent. Indeed, according to Christine Korsgaard, one treats someone as a mere means only when one treats him “in a way to which he could not possibly consent.”13 But since A has B’s consent in the Antidote case, these views cannot account for the wrongness therein. Perhaps,

though, A can treat B as a mere means by giving no independent weight to B’s interests.14 But even this won’t do, for suppose that A knew that B would pay $500,000 for the antidote but A couldn’t bring himself to exploit B that deeply. In this case, A would have taken B’s interests into consideration, but he still would have wrongly exploited him. Indeed, even the equal consideration of interests is compatible with wrongful exploitation. To see this, suppose that A prefers to rescue B for as much as B could afford while B prefers to be rescued for as little as possible. In light of A’s preference to gouge B and B’s preference to be rescued for nothing, it is doubtful that the agreed upon price would be non-exploitative even if they gave equal weight to each other’s interests (say, by splitting the difference and agreeing on $10,000). Nor would it help much if A and B negotiated behind a veil of ignorance, unless they were extraordinarily risk averse.15 The problem is that, in the Antidote case, B’s interest in being helped is far more intense than A’s interest in helping B. Thus, for A and B to reach a non-exploitative price, A would have to give much more weight to B’s interests than to his own. An obligation not to treat people as mere means, however, is not that demanding.

D. Taking Advantage of the Vulnerable
Allen Wood argues that A wrongly exploits B when A opportunistically takes advantage of B’s vulnerabilities for his own purposes.16 On his view, “proper respect for others is violated when we treat their vulnerabilities as opportunities to advance our own interests or projects.”17

11. Ibid., p. 111.
12. To be clear, I am not challenging the concept of a coercive offer. I am arguing only that one cannot explain the wrongness of A’s conduct in the Antidote case by noting that A’s offer to B was coercive on the grounds that A had a moral obligation to rescue B. Indeed, I would argue that A’s offer here was coercive in Wertheimer’s sense because we all have an obligation not to extract excessive benefits from those who cannot reasonably refuse our offers.
15. Perhaps if A and B were negotiating binding principles of distributive justice behind the veil of ignorance they would endorse the Obligation, but this is no threat to my view.
17. Ibid., pp. 150–1.
Robert Goodin defends a similar view, arguing that wrongful exploitation involves taking advantage of those who are especially vulnerable to one's actions and choices. This kind of view—a vulnerability view—seems promising since, in the Antidote case, B was extremely vulnerable and A clearly took advantage of this for personal gain. But the vulnerability view cannot fully explain the wrongness of A's conduct. To see why, consider a revised version of the Antidote case where A offers to help B for free simply because A gets tremendous pleasure from helping people in distress (call this the Rescue for Pleasure case). Imagine that, in this case, A is motivated primarily, or even entirely, by his desire to promote his own happiness, and that he uses B's predicament mainly, or even entirely, for this purpose. Here, A uses B's vulnerabilities for his own ends. He treats B's vulnerabilities as an opportunity to advance his own interests. Yet while A's behavior might not be entirely beyond reproach, it is not morally on a par with A's behavior in the Antidote case. Thus there must be more to the wrongness of A's conduct in the Antidote case than his opportunist use of B's vulnerabilities. But since, on the vulnerability view, all there is to exploitation's wrongness is the opportunist use of people's vulnerabilities, this view cannot fully explain the wrongness therein.

Despite its shortcomings, it would be rash to dismiss the vulnerability view entirely. After all, there does seem to be something troubling and even exploitative about treating other people's vulnerabilities as opportunities for profit. Indeed, in the next section, I will argue that the vulnerability view may capture an important kind of wrongful exploitation, but not the kind featured in the Antidote case. For now, however, we can conclude that the wrongness of A's conduct in the Antidote case cannot be fully explained with an obligation to promote utility, to rescue those in distress, not to make coercive offers, not to treat people as a means, or not to make opportunist use of people's vulnerabilities. To be clear, I am not denying that we have these obligations or that they have no bearing on our judgment that, in the Antidote case, A acted wrongly. I am claiming only that they cannot fully explain the wrongness of A's conduct in that case. To do so, we need to invoke the Obligation. Or so I'll argue.

3. Two Kinds of Wrongful Exploitation

Both the Antidote case and the Rescue for Pleasure case featured consensual and mutually beneficial transactions where A made opportunist use of B's vulnerabilities. So what explains the difference in our assessment of A's conduct? The best answer, I think, is that it appears that A wronged B only in the Antidote case. And this, it seems, stems partly from the fact that, in that case, A benefited at B's expense, whereas in the Rescue for Pleasure case A benefited merely from his use of B, at no cost to B himself. If this is correct, and if A's conduct is still open to moral criticism in the Rescue for Pleasure case, then there may be two kinds of wrongful exploitation: the kind where B is wronged and the kind where he is merely inappropriately used. Call the former wrongful exploitation and the latter indecent exploitation. Exploitation is indecent, then, when A's beneficial use of B is morally inappropriate but does not wrong B, and it is wrongful only when B is wronged by A's beneficial use of B. We could add a third kind—innocent exploitation—where A makes beneficial use of B but where this is not morally inappropriate, such as when a tennis player exploits his opponent's serve. In this section I explain and defend these distinctions, and I argue that the vulnerability view may capture the essence of indecent exploitation but not of wrongful exploitation.

Begin with the claim that A did not wrong B in the Rescue for Pleasure case. This seems plausible, since it is hard to see how one can wrong another by consensually rescuing him from danger free of charge. Indeed, in this case it is hard to see what could ground the claim that A wronged B, since it seems that A did not set back B's interests, that B has no reasonable basis for complaint against A, and that A acted just as a moral saint would have acted, just not for the same reasons. In all, then, we have good reason to believe that, in the Rescue for Pleasure case, even if A's conduct was not entirely beyond

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19. I discuss these points in more detail in “Exploitation and Injustice”, Social Theory and Practice vol. 34, no. 4 (October 2008), pp. 560–1.
reproach, he did not wrong B. Not everyone, however, would accept this conclusion. For instance, Rahul Kumar argues that whether one has been wronged depends on “facts concerning the character of the wrongdoer’s regulation of her conduct with respect to how she has related to the wronged.”20 On his view, whether A wrongs B depends on the character of A’s actions rather than on their effects on B’s welfare, creating the possibility that the selfish nature of A’s conduct could warrant the charge that he wronged B in the Rescue for Pleasure case. But this seems implausible. After all, if A wronged B, then B should reasonably be able to demand compensation from A. But while such a demand would make sense in the Antidote case, it makes no sense in the Rescue for Pleasure case. After all, in that case, what would A compensate B for? To defend his view, Kumar asks us to imagine being imperilled by a drunk driver but luckily being spared any harm, claiming that “there is nothing suspect about the claim that one has been wronged by the drunk driver ... simply in virtue of his having, without justification, taken your life in his hands by exposing you ... to so serious a risk.”21 I could concede this point since, in the Rescue for Pleasure case, A imposed neither actual harm nor a serious risk of harm on B. But even in Kumar’s case it is not clear that you were wronged by the driver, since there is also nothing suspect about the claim that he acted wrongly by putting your life at risk but that, if you suffered no ill-effects from his actions, he didn’t wrong you.

In all, then, we have good reason to believe that A did not wrong B in the Rescue for Pleasure case. We also have good reason to believe that he did wrong B in the Antidote case. Not only is this judgment intuitively plausible, but all of the reasons for thinking that A didn’t wrong B in the Rescue for Pleasure case—that A did not set back B’s interests, that B has no basis for complaint, and that B can’t reasonably demand compensation—are absent in the Antidote case. And their absence, it seems, can be traced to the fact that only in Antidote case did A extract benefits from B, gaining benefits at B’s expense. In the Rescue for Pleasure case, by contrast, the benefits that A received did not come out of B’s pocket, so to speak, but came merely from his use of B. That, indeed, is the only substantial difference between these cases. So if A wronged B only in the Antidote case, this must be due to the fact that only in that case did A extract benefits from B. And we can conclude that there is the kind of exploitation where A merely receives benefits from his use of B—where A secures benefits from B—and the kind where these benefits come at B’s expense—where A extracts benefits from B. And we can say that wrongful exploitation—the kind where A wrongs B by exploiting him—requires the extraction of benefits. Exploitation where benefits are merely secured can warrant at most a charge of indecent exploitation.22 The extraction of benefits, however, is not required for wrongful exploitation on the vulnerability view. That view requires only that benefits be secured—that one profit from one’s opportunistic use of people’s vulnerabilities. And so, the vulnerability view cannot deliver a theory of wrongful exploitation.

Can the vulnerability view deliver a theory of indecent exploitation? Consider what appears to be an instance of such exploitation. Suppose that Mary, a politician, visits an impoverished community whose vote she is seeking. Noticing a gaunt and homeless man, Fred, Mary alerts the press and has them photograph her while tending to him. Suppose that Fred is unaware of what is happening and that the

21. Ibid., p. 103.
22. Is securing benefits at least necessary for wrongful exploitation? Feinberg, Wertheimer, and Goodin think so. But the securing of benefits, though common in wrongful exploitation, is not necessary for it. To see this, suppose that, in the Antidote case, A demands that B wire $20,000 to A’s Swiss bank account. B complies and A immediately dies of a heart attack. In this case, even though A did not secure benefits from B, he still wrongly exploited him. To be sure, Wertheimer would likely describe this as a case of attempted exploitation or a case where A ‘acts exploitatively’ towards B without exploiting him. But these descriptions are best reserved for cases where A tries but fails to extract benefits from B rather than cases where A successfully extracts these benefits but fails to secure them. See Wertheimer (1996), p. 209; Feinberg (1983), p. 215; Goodin (1987), pp. 172–3.
media blurs his face to protect his privacy. Here Mary’s use of Fred, it seems, has no negative effects on Fred’s well-being and does not set back his interests. Here Mary may have benefited from her use of Fred, but not at his expense. And so we can say that Mary did not extract benefits from Fred, and thus that she did not wrongly exploit him. Should we, however, classify this as a case of indecent exploitation — as a case where A made inappropriate beneficial use of B but did not wrong B? Clearly, Mary made opportunistic use of Fred’s vulnerabilities, and, according to the vulnerability view, this is wrong. Many, moreover, would likely endorse the judgment that Mary acted at least inappropriately, which would suggest at least some role for the vulnerability view in a theory of indecent exploitation. But before we accept this verdict, it would help to know what it is about Mary’s behavior that strikes us as objectionable. Is it her exploitation of Fred that generates this judgment, or is it something else? An interesting alternative is that the wrongness of her actions lies not in exploitation but in deception; perhaps we object to Mary’s behavior because she seems to be trying to create the impression that she cares deeply for the homeless when she probably cares only about securing more votes. If we factor out the deception — if we stipulate that Mary is genuinely concerned about the homeless and would have tended to Fred without the media’s presence but seized the moment for good publicity — I find it hard to spot the wrongness in her actions. Admittedly, it’s unlikely that a moral saint would have turned his charity into a media spectacle. Still, whether Mary indecently exploited Fred is open to doubt, since it is possible that she innocently exploited him but still acted wrongly because of deception. But if her behavior was indeed wrong, and if this was due to her exploitation of Fred, then the vulnerability view would be well-positioned to explain why.

The vulnerability view may fare better in other cases. Consider Charlie, a thief, who targets the blind, using their blindness to his advantage. All else equal, Charlie seems more despicable than Stan, a thief who, say, relies entirely on his stealthiness. This judgment is supported by the vulnerability view, since Charlie makes opportunistic use of his victims’ vulnerabilities in a way that Stan does not. But what kind of exploitation is Charlie guilty of? Though Charlie wrongs his victims, he does not wrongly exploit them. To see why, notice that while Charlie may be more despicable than Stan, surely, all else equal, he doesn’t wrong his victims any more than Stan does. All else equal, a thief doesn’t wrong a blind man any more than he wrongs a sighted man by robbing him; all else equal, a blind man’s compensation for being robbed should not exceed that of the sighted man. Charlie clearly wrongs his victims, but since the extent to which he does so doesn’t depend on his use of their vulnerabilities, he doesn’t wrong his victims by exploiting them. Instead, like Stan, Charlie wrongs his victims by violating their property rights. Unlike Stan, however, Charlie preys on his victim’s vulnerabilities. If doing so is wrong, then the vulnerability view can explain why.

The Mary case and the Rescue for Pleasure case were cases where B was not wronged even though A made opportunistic use of B’s vulnerabilities. Importantly, the Charlie case is a case where the exploited was wronged and where his vulnerabilities were opportunistically used, but where the exploited wasn’t wrongly exploited. This shows that wrongly exploiting someone requires more than just exploiting her and wronging her — it requires that one wrong her by exploiting her. This occurs when the exploitation plays an essential role in generating the wrong done to the victim. A thief, as I’ve explained, wrongs his victims regardless of which attributes he exploits, whether he exploits their blindness or his own agility. And so the fact that Charlie happens to exploit people’s blindness does not make his actions wrongly exploitative, though it might make them indecently exploitative. By contrast, in the Antidote case, A wronged B precisely by using the fact that B couldn’t reasonably refuse his offer to make excessive profits from him. Had A used some other attribute of B’s to extract excessive benefits from him, then, as I’ll explain in the next section, B might have let himself be used, which is importantly different from being wrongly exploited. For now, however, we can conclude that wrongful exploitation requires the extraction of benefits from the exploited and
it requires that one wrongs the exploited, at least in part, by exploitation. As I’ll argue in the next section, wrongful exploitation also requires that these extracted benefits be excessive and that the exploited cannot, or cannot reasonably, refuse the exploiter’s offer.

4. Defending the Obligation

On my view, one wrongly exploits another when and only when one violates the Obligation (when one extracts excessive benefits from someone who cannot, or cannot reasonably, refuse one’s offer). In this section I explain what’s involved in being unable to refuse an offer and in extracting excessive benefits, and I explain why violating the Obligation is necessary and sufficient for wrongful exploitation.

A. Being Unable to Reasonably Refuse an Offer

When is one unable to reasonably refuse an offer? Clearly this was B’s predicament in the Antidote case, since he could have refused A’s offer but, in light of the high costs of doing so, he was simply in no position to refuse. Recall that, in that case, B had only two options: pay A $20,000 or die. Since the latter is clearly unacceptable, and since it was his only alternative, we can say that, in that case, B was faced with unacceptable non-transaction costs. By “non-transaction” costs, I mean the costs incurred by refusing to accept an offer. A non-transaction cost should not be confused with an opportunity cost, which is the value of the next highest valued alternative use of some resource. Thus B’s opportunity cost in paying A $20,000 for rescue was effectively zero, since, under the circumstances, there was no next best alternative use of $20,000 for B. B’s non-transaction costs, by contrast, were staggeringly high, since his refusal to accept A’s offer would have meant certain death. Indeed, his non-transaction costs were so high as to be unacceptable. And that is what A used as leverage to extract excessive benefits from him.

It is difficult to give a precise account of when one’s non-transaction costs are unacceptable, though I think that Stuart White’s idea of

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market vulnerability could be usefully employed here. For White, C’s urgent need for some good and D’s monopoly over that good permits C to wrongly exploit D. White, then, might analyze the idea of unacceptable non-transaction costs in terms of urgency and monopoly. This analysis works very well in the Antidote case since, in that case, B had an urgent need for the antidote and A, for all intents and purposes, had a monopoly over it. Can you, however, have unacceptable non-transaction costs even when you lack urgent needs or when you’re not transacting with a monopolist? Without urgent needs, it seems that you always have the reasonable option to refuse an offer, even if there are costs involved in doing so. And even if you have such needs, it seems that, unless only a monopolist can satisfy them, you can always reasonably refuse any particular offer you receive. So it seems that urgency and monopoly, in the aforementioned senses, are individually necessary and jointly sufficient for having unacceptable non-transaction costs. This view is especially plausible on a broad conception of urgency and monopoly. For purposes of a theory of wrongful exploitation, a monopolist need not be someone who has actually cornered the market on some good or service; he could be someone who has done so vis-à-vis the party in question. For instance, my local supermarket does not have a monopoly on food since there are many other vendors in the area, but it might have monopoly power over some of its customers who, perhaps for lack of adequate transportation, would face unreasonably high costs in shopping elsewhere. We should also treat the members of certain collusive groups as monopolists, even if their “collusion” is unintended. Thus if all vendors of some product have, for instance, an unconscious racial bias leading to price discrimination, these vendors can collectively count as a monopoly for purposes of a theory of wrongful exploitation. So long as we understand


24. White also mentions a third condition: that A doesn’t need a good of which B is the monopoly supplier. _Ibid._, p. 44.

25. I would like to thank an anonymous reader for _Philosophers’ Imprint_ for
monopoly power broadly in the way indicated, it can serve as a necessary condition for having unacceptable non-transaction costs.

Similarly, for purposes of a theory of wrongful exploitation, we should accept a broad conception of urgent needs. To see why, suppose that \( B \), while hiking in a remote forest, has fallen into a concealed pit from which he cannot escape. To his surprise, the pit happens to be well-provisioned so that he could remain there for many years. Person \( A \) happens by and offers to lower \( B \) a rope for a substantial percentage of \( B \)'s future earnings, and \( B \) accepts. Because the pit is well-provisioned, \( B \) does not have truly urgent needs, but he is still in no position to refuse \( A \)'s offer. So long as we understand the concept of urgent needs broadly, then, to include that which one needs to live a decent life and not just that which one needs to avoid misery or death, it too could serve as a necessary condition for having unacceptable non-transaction costs.

I conclude, then, that one has unacceptable non-transaction costs when and only when one has urgent needs, broadly construed, and when only a monopolist, broadly construed, can satisfy them. And having unacceptable non-transaction costs, I have argued, is one way to be unable to refuse an offer. But it is not the only way. Another way is when one's actual ability to refuse an offer has been compromised. For instance, suppose that \( A \) offers \( B \) bets where the expected outcome for \( B \) is always negative. \( B \), an otherwise sensible fellow, accepts these bets because of his compulsive need to gamble and because nobody else is willing to gamble with him. In this case, because \( B \) lacks proper control over his actions and choices — because his ability to refuse certain offers is compromised — we can say that he cannot refuse \( A \)'s offers even though he may not face unacceptable non-transaction costs.

Why is being unable to refuse an offer necessary for wrongful exploitation? Don't ticket scalpers, used car dealers, loan sharks, blackmailers, moochers, pimps, and “healers” wrongly exploit people even when their victims can reasonably refuse their offers? I don't think they do. To see why, suppose that Steve, an avid stamp collector, agrees to pay an exorbitant price for a new stamp in advance of its official release. Although he might describe himself as unable to refuse the dealer's solicitations, this is probably false. After all, he likely could have waited for the stamp's official release or not purchased it at all. Steve's non-transaction costs pale in comparison to \( B \)'s in the Antidote case and, unlike the aforementioned gambler, it is unlikely that Steve is gripped by a nearly uncontrollable urge to buy the stamp. And so Steve has probably not been wrongly exploited but has let himself be used, which is importantly different. 26 Being wrongly exploited is something that happens to you when you have your back to the wall, so to speak, or when you have little control over your actions and choices. But when a rational person has acceptable options but nevertheless allows someone to extract excessive benefits from her, she may be a victim of exploitation but she is also complicit in her victimhood. People who transact with ticket scalpers, used car dealers, etc., are sometimes wrongly exploited (and more often are indecently exploited), but, if they can reasonably refuse their solicitations, they let themselves be used.

Letting oneself be used is different from being wrongly exploited in three important ways. First, \( B \)'s obligation to fulfill his promise is significantly mitigated when he is wrongly exploited but not when he lets himself be used. In the Antidote case, it seems that \( B \) is not obligated to pay \( A \) $20,000 for the antidote upon its receipt. If, however, \( B \) agreed to pay \( A \) $20,000 to avert a mild headache, and he is otherwise rational and informed, his duty to fulfill his promise does not seem to be significantly mitigated. 27 Similarly, barring unusual circumstances, 26. Of course, Steve's desire may be so intense that not transacting would be a heavy burden. In this case, perhaps he has been wrongly exploited. If, however, the dealer were unaware of Steve's condition, this would be a case of wrongful though blameless exploitation.

27. I speak here of a “mitigated” obligation because I am uncertain whether, in
the stamp collector has an obligation to pay the stamp dealer even if the dealer charged an excessive price. This may be due to a second crucial difference between being wrongly exploited and letting oneself be used: the fact that one is not necessarily wronged in transactions where one lets oneself be used. For instance, while there may be something morally troubling about a rational and informed $B$ who agrees to pay $20,000 to avert a mild headache, it is hard to see how $A$ wrongs $B$ in this case. Perhaps $I$ wrong an addict by selling her drugs at inflated prices, but surely I do not wrong a competent, knowledgeable, and unpressured buyer if he freely accepts my offer, even if that offer is, in the relevant sense, outrageous. Transactions where $A$ receives excessive benefits from $B$ despite $B$’s being in a position to refuse $A$’s offer may not be entirely innocent, but they seem far less morally objectionable than paradigmatic cases of wrongful exploitation.

Third, in the Antidote case it is clear that $A$ bears all of the blame for the wrongness therein. But if transactions where $B$ lets himself be used are wrongful, then $A$ and $B$ may share in the blame. To see this, consider Bob, who lives by sponging off his friend Steve. Steve is aware that his generosity is being exploited but allows this to continue. Now, if it’s immoral to sponge off your friends, then it may also be immoral to allow your friends to sponge off you. After all, if sponging off your friends is wrong, this is presumably because there is something wrong with sponging itself, and if there is no morally relevant difference between doing and allowing, then, all else equal, it is just as wrong for you to sponge off your friends as it is for you to allow sponging to occur. And even if there is a morally relevant difference between doing and allowing, most who defend this view argue only that, all else equal, doing wrong is worse than allowing it and not that allowing wrong is morally unproblematic. Accordingly, if Bob acts wrongly, then so does Steve (though perhaps not as wrongly) and, barring excusable ignorance, they are both blameworthy. In cases of wrongful exploitation, however, the blame belongs entirely to the exploiter.

Surely, in the Antidote case, $B$ should not be blamed for succumbing to $A$’s extortionate demands.

Compare my view with Wertheimer’s. On his view, it is sometimes reasonable to blame $B$ for “allowing” himself to be exploited, especially when $B$’s acquiescence to exploitation sets back the interests of others like him.28 For instance, by accepting lower wages, a factory worker may undermine the bargaining position of his fellow workers, resulting in lower wages for all. I would add, however, that it is only reasonable to blame this worker if he let himself be used. A financially secure worker may be blamed for agreeing to work for less than the minimum wage. But a worker whose family is on the verge of starvation should not be blamed if he succumbs to management pressure. The difference lies in whether the worker is in a position to refuse his employer’s offer. This affects both a transaction’s wrongness and the blameworthiness of the respective parties.

I doubt that there exists a clear demarcation between being wrongly exploited and letting oneself be used. While it’s clear that $B$ is in no position to refuse $A$’s offer in the Antidote case, there could be reasonable disagreement in other cases, such as in the case of the stamp collector if his passion for collecting is unusually intense. Still, it is important to see that allowing oneself to be used is crucially different from being wrongly exploited. If $A$ wrongly exploits $B$, then $A$ wrongs $B$, $B$ has a diminished obligation to fulfill his promise (perhaps none at all), and, if $A$ knew that his demands were excessive and that $B$ was in no position to refuse them, then $A$ is solely to blame. If, however, $B$ let himself be used by $A$, then $B$ has not been wronged by $A$ (at least not by exploitation). $B$’s obligation to fulfill his promise is not necessarily mitigated, $B$ may be just as blameworthy as $A$, and, in some cases, their exchange may not have been wrong in any respect.

B. Excessive Benefits

On my view, $A$ wrongly exploits $B$ only if $A$ extracts excessive benefits from $B$. Here again we confront two questions: when are extracted

benefits excessive, and why is this necessary for wrongful exploitation? To answer the latter, suppose that, in the Antidote case, A offers to sell B the antidote for $10 — its retail price — and that B accepts the offer. In this case, though A extracted benefits from B (suppose that A preferred the $10 to the antidote) and B was in no position to refuse A’s offer, surely A did not wrongly exploit B. Indeed, here it seems that A didn’t even wrong B. The most plausible explanation for this is that, in this case, A didn’t extract excessive benefits from B. To be sure, one might argue that, in this case, A should have given B the antidote for free. But even if this shows that A wronged B by demanding $10, it does not show that A wrongly exploited B. As I argued in section 2B, an obligation not to wrongly exploit is different from an obligation to rescue.

When are extracted benefits excessive? In the Antidote case, it seems that any benefits that A receives from B over and above the costs of providing B with the antidote would be excessive. This, perhaps, is because A’s receiving these additional benefits would then reflect B’s dire predicament. That is, any amount that A requests over the costs of providing B with the antidote would be an amount that A can expect B to pay only because of B’s dire circumstances. This suggests that, in the context of a theory of wrongful exploitation, extracted benefits are excessive insofar as they deviate from the benefits we would expect A to receive were he transacting with someone who was rational, informed, and could reasonably refuse his offer. Wertheimer proposes a similar view, arguing that, at least for consensual and mutually beneficial market transactions, non-exploitative transactions should occur at what he calls the hypothetical market price — a price that an “informed and unpressured seller would receive from an informed and unpressured buyer.”

As he explains, this is the price at which neither party takes special advantage of the other, by which I take him to mean that this price doesn’t reflect the special circumstances of either party, such as their particular non-transaction costs. This approach works well in the Antidote case, since we wouldn’t expect two informed and unpressured people to settle on $20,000 for the antidote when it retails for $10.

I think, however, that Wertheimer’s view requires modification. First, the right counterfactual situation for measuring excessive benefits should not be one where the bargainarees are unpressured. Consider, for instance, a typical labor agreement between a factory and an assembly line worker. If this worker were genuinely unpressured in that he didn’t need this (or any) job, surely the lowest wage he would accept would far exceed what it would be reasonable for the factory to pay. A more plausible view, then, would determine excessive benefits not by comparing the actual situation with a counterfactual one in which the bargainarees were unpressured, but by comparing the actual situation with one in which the bargainarees did not have unacceptable non-transaction costs or where they could each reasonably reject the other’s offer. On this view, we can define a non-exploitative price as one that falls into a range bounded by the lowest amount that a seller would accept and the highest amount that a buyer would pay if both were informed and if neither had unacceptable non-transaction costs.

Or, more broadly, a non-exploitative price is one that an informed buyer would get from an informed seller in a competitive market if either could reasonably refuse the other’s offer. This, I believe, captures precisely what is so objectionable about wrongful exploitation, which is the obtaining of excessive benefits from someone’s unacceptable non-transaction costs, using these as leverage to extract excessive benefits from him.

Second, Wertheimer’s view can’t capture the special wrongness of using someone’s inability to refuse your offer to extract excessive benefits from her. On his view, “A engages in mutually advantageous

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29. Ibid., p. 230.
30. Ibid., p. 232.
31. Perhaps the parties do not need to have acceptable non-transaction costs provided that they both have unacceptable non-transaction costs. Indeed, an interesting alternative to my view would be that a non-exploitative price is one that we would expect rational and informed people to agree to provided that they both have equal non-transaction costs or could equally reasonably refuse the other’s offer.
assumption that their relationship is consensual and mutually beneficial, philosophers’ imprint

But my view can also be applied to non-market transactions. Consider, lopsided and outrageous terms of exchange. The special wrongness of ability to refuse Barbara’s sexual advances, which she uses to seduce him. doing so is not captured by a view that considers all instances of excessive exploitation to involve wrongful exploitation.

The view I am proposing is well suited to explaining wrongful exploitation in the context of market transactions, where non-transaction costs and excessive benefits are, at least in principle, measurable. But my view can also be applied to non-market transactions. Consider, for instance, Barbara, a therapist, who has a deep psychological hold on John, one of her patients. Because of this, John cannot reasonably refuse Barbara’s sexual advances, which she uses to seduce him. Assuming that their relationship is consensual and mutually beneficial, is it also wrongly exploitative? Applying my view, if Barbara did not extract benefits from John but only secured them — if Barbara didn’t set back John’s interests in any respect — then this is at most a case of indecent exploitation. Suppose, however, that Barbara did extract benefits from John. In that case, whether she wrongly exploited him turns

on whether she extracted excessive benefits from him, which turns on counterfactual considerations regarding the sort of relationship they would have had if he had been in a position to refuse her sexual advances. This might seem like an odd view, but notice the similarities between this case and the aforementioned case of the gambler. The only relevant difference is that, in that case, it was clear that excessive benefits were extracted from B because he would never have made the bets he made if he were capable of refusing them. In the therapist case, however, it is unclear whether John would have accepted Barbara’s sexual advances, or the terms of their relationship, were he in a position to refuse them. And so, in this case, it is not clear whether there was wrongful exploitation. Because it is not always possible to tell whether extracted benefits are excessive or whether one is in no position to refuse an offer, my theory will not always deliver a clear verdict. But, in principle, there is no reason why my theory cannot be applied to non-market transactions.

In concluding this section, let me make two points of clarification. First, I do not mean to suggest that Barbara’s exploitation of Fred is a trivial matter if it is merely indecent. Indecent exploitation can be a serious breech of ethics. Second, since it is not always possible to determine a hypothetical market price with great precision or whether someone is in no position to refuse an offer, we should not automatically blame A for wrongly exploiting B; A’s blameworthiness, I take it, partly depends on what he knew or should have known about B’s ability to refuse his offer. These epistemic considerations are not relevant to whether A wrongly exploited B; B, I believe, can reasonably demand compensation from A if he were wrongly exploited regardless of what A knew at the time. But A’s epistemic position affects his blameworthiness for having wrongly exploited B.

5. Conclusion

A’s conduct in the Antidote case was deeply wrong. This, I have argued, cannot be fully explained with a moral obligation to promote utility, to rescue those in distress, not to treat people as a means, or not to

32. Wertheimer (1996), p. 207. Italics in the original. Note that on Wertheimer’s view, exploitation is a moralized concept — it is wrong or unfair by definition. Thus, in this quote, he is not referring to innocent exploitation.
make opportunistic use of their vulnerabilities. Nor can the wrongness therein be explained merely by noting that A gained excessively from his transaction with B or that their exchange was non-consensual. The wrongness of wrongful exploitation, I have argued, is best explained with the Obligation—our *prima facie* moral obligation not to extract excessive benefits from people who cannot, or cannot reasonably, refuse our offers. The fact that The Obligation succeeds where other moral obligations fail, I believe, shows that it is a unique and important element in our moral thinking, and that it is an important element in a larger theory of what we owe to each other.33

33. I would like to thank Larry Temkin, Anthony Ellis, and Eugene Mills for very helpful comments on earlier drafts of this paper.