Part Three
Society, Sovereignty, and the Limits of Authority

ESSAY XXVIII

Property, Dependency, and Private Power

Ownership, Access, and the Practical Meaning of Refusal

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ABSTRACT

Property can protect personal independence while also giving one person control over conditions another requires for action. This essay examines that dual relation without assuming that ownership is either self-justifying or intrinsically illegitimate. It distinguishes ownership from physical possession, exchange from authorization, disadvantage from coercion, and mutual benefit from fairness. Engaging Locke's account of appropriation, Hale's analysis of legally structured constraint, and philosophical debates about exploitation, it develops a relational account of private power. The central argument is that consent to access a resource does not automatically authorize every condition imposed by its controller; the terms must be examined in relation to the resource, the relevant undertaking, background constraints, and the interests of affected persons. Hypothetical cases of equipment rental and control of indispensable access test this claim. Objections concerning freedom of refusal, the absence of a duty to transact, incentives, and the risks of intervention show why the account cannot be reduced to a general prohibition of unequal exchange. Property remains a structure of both protected agency and potentially consequential authority, requiring distinct justifications for distinct powers.

Keywords: property; private power; consent; coercion; exploitation; dependency; ownership; refusal

Conceptual analysis and critical reconstruction. Cases introduced as illustrations are hypothetical, not empirical findings.

1. The resource and the conditions attached to it

Consider two illustrative agreements. In the first, a person rents specialized equipment and agrees to conditions concerning maintenance, safe operation, and timely return. In the second, access to the same equipment is made conditional on disclosing private correspondence and accepting the owner's direction over unrelated personal associations. Both agreements concern an owner's resource. Both might be signed. Yet the first regulates the transaction in a way the second does not obviously share. The difference cannot be resolved merely by observing that the equipment belongs to the owner.

Now suppose the equipment is indispensable to an undertaking on which the prospective user has already become dependent, and that the owner knows this. The pressure to accept the second agreement increases. That pressure does not by itself determine whether the agreement is coercive, exploitative, invalid, or merely unfavorable. Those categories require distinct standards. It does, however, show why consent should not be treated as a word that settles every question about the authority claimed through an exchange.

Property is central to the problem because the power to exclude can structure another person's feasible choices. It can also protect the owner's choices against intrusion. The owner may have invested effort, undertaken obligations, or organized a personal life around secure control. An analysis concerned only with the excluded person would omit those interests. An analysis concerned only with ownership would omit the social relationship through which exclusion becomes effective and consequential.

The task is therefore neither to celebrate every transaction as freedom nor to redescribe every inequality as coercion. It is to identify what powers ownership includes, what justifies them, and which additional forms of control require separate reasons. Part Two introduced property as a relationship among persons concerning resources, rather than a bare connection between an individual and an object (Silentii 2026b, Essay XI). This essay examines the practical authority exercised inside that relationship.

2. Possession, ownership, and the allocation of powers

Physical possession concerns factual control. Ownership concerns recognized claims, permissions, powers, and limitations. A person can possess an object without owning it, and own something not currently in their possession. The distinction matters because private power is not simply the physical strength of whoever holds the resource. It depends on rules and practices determining which exclusions, transfers, uses, and demands others are expected to respect.

Ownership also need not mean a single indivisible power. Use, transfer, exclusion, alteration, and income can be allocated separately. A loan permits use without transfer of title. A shared resource can involve distinct claims held by several people. Different arrangements can therefore be evaluated without assuming that there is one conceptually inevitable package called property. This analytical point does not determine which arrangement is justified; it prevents a contested selection of powers from being mistaken for the definition of ownership itself.

Locke's account of appropriation connects labor and property while introducing limits concerning spoilage and what remains available to others (Locke 1690, chap. 5). Whatever interpretation one adopts of those limits, his argument is not simply that present possession automatically establishes an unlimited title. The relevance here is that a defense of ownership requires an account of acquisition and its consequences for others, not merely a declaration that the resource is already privately controlled.

Hale's examination of coercion and distribution brings the background of enforceable property relations into the analysis of apparently private choice (Hale 1923). The point used here is limited: an exchange occurs within an already structured field of permissions and constraints. Recognizing that field does not establish that every transaction within it is unjust. It prevents the current distribution of available actions from being treated as an argument-free baseline against which only subsequent interference requires explanation.

3. Why property can support agency

Secure control can enable a person to form projects that would otherwise remain exposed to another's discretion. Someone using a room to work, keeping personal materials, or investing in a long undertaking may need protection against arbitrary appropriation. The connection between property and agency is therefore not merely a claim that owners enjoy benefits. Some stable control can provide the continuity through which planning becomes possible.

This defense also identifies a limit on demands made by others. The fact that a resource would be useful to another person does not automatically establish a right to take it or require its owner to provide access. Need, prior commitment, responsibility for the predicament, the seriousness of the owner's interest, and available alternatives may all matter. An account that treated every beneficial use as a decisive claim would undermine the security it invokes on behalf of prospective users.

Ownership can also coordinate responsibility. Clear control can identify who may decide about maintenance, who must answer for particular uses, and which commitments can be made. But the practical value of determinate roles does not establish that the owner may impose unrelated terms. The authority to preserve equipment can support conditions about damage or competence. It does not automatically support a claim to control the user's beliefs, intimate attachments, or conduct outside the undertaking.

The resulting problem is symmetrical. Property can protect one person against dependence while placing another in a dependent relation. That tension cannot be solved by defining only one side's agency as freedom. The assessment must identify the actual relation: what is being protected, what is being constrained, which obligations were undertaken, and whether the claimed power remains connected to its justification. The dual role of property is a reason for precision, not a shortcut to a complete distributive theory.

4. Consent and the scope of an undertaking

Consent can generate permissions and obligations, but it must have content. A person agrees to something, under some description and circumstances. Agreement to rent equipment is not automatically agreement to every demand its owner might later issue. A contractual form can describe broad terms, but breadth itself requires interpretation. Whether the person understood the demand and could reasonably assess it matters to the authority that consent is supposed to supply.

Consent also operates within limits. One cannot authorize conduct on behalf of another without standing to do so. An agreement cannot resolve a third party's claim simply because both signatories benefit. Nor does a person's signature establish that every relevant fact was disclosed or that all terms are compatible with prior obligations. These are not claims that consent is insignificant. They identify the conditions under which consent can do the normative work attributed to it.

The strongest version of the consent defense recognizes those limits and argues that competent adults can nevertheless accept demanding or unusual terms. That proposition deserves serious consideration. An external observer's disapproval does not by itself defeat an agreement. A person may rationally accept substantial restrictions in order to pursue an important project. The issue is not whether the terms resemble the observer's preferred life, but whether the claimed authorization survives scrutiny concerning scope, information, constraint, and effects.

The equipment example then becomes a question rather than a predetermined conclusion. What justifies requiring private correspondence? Does it bear on a relevant risk or merely exploit the owner's control? Could the legitimate purpose be met otherwise? Did the user understand the condition, and what happens upon refusal? The answers can establish whether the disputed term is part of a defensible undertaking or an attempt to convert control of a resource into jurisdiction over a different domain.

5. Disadvantage, coercion, and exploitation

Unequal bargaining power does not necessarily mean that an agreement was coerced. People often choose among unequal alternatives, and some disadvantages arise without another person having wrongfully imposed them. Conversely, the presence of an additional option does not establish that every associated demand is permissible. A theory needs to distinguish the source of a constraint from the use another person makes of it.

Coercion and exploitation also need not coincide. An agreement can be beneficial to both parties while raising a question about unfair advantage-taking. Philosophical work on exploitation explicitly distinguishes the distribution of benefit from the fairness of the terms, and considers both transactional and structural forms (Zwolinski, Ferguson, and Wertheimer 2022, secs. 2–3). The terminology alone does not decide the case. Calling a transaction exploitative commits the critic to explaining the relevant unfairness rather than relying on the existence of disparity.

A hypothetical contrast helps. One person creates a dangerous predicament and then offers to remove it for payment. Another encounters the same predicament without having caused it and offers assistance at a demanding price. Their proposals may leave the recipient with similar immediate options, but their responsibilities differ. The first party's role in creating the constraint is relevant. The second case raises additional questions about duties of assistance, proportional cost, and the fairness of taking advantage. Similar choice sets do not establish identical moral relations.

The same caution applies to ordinary exchange. A seller's gain is not evidence of wrongdoing merely because the buyer would prefer a lower price. A buyer's consent is not proof of fairness merely because the alternative was worse. Both propositions require a baseline. Compared with noninteraction, the transaction may help; compared with a defensible alternative arrangement, it may distribute benefits in a questionable way. The disagreement often concerns which comparison should govern and why.

6. The objection from permitted noninteraction

A demanding objection can now be stated. Suppose an owner has no duty to offer a resource at all. If providing it on certain terms improves another person's position, how can making that offer be wrong when withholding the resource would be permissible? The objection prevents criticism from relying only on the claim that an exchange leaves the recipient less well off than some more generous exchange would have done. Most bargains could be criticized on that basis.

One response distinguishes the absence of a duty to begin a relationship from the duties that arise within one. A person may be free not to make a promise but bound once a promise is made. Likewise, permission not to transact does not necessarily settle what terms may be introduced through a transaction. A demand involving deception, unrelated control, or the violation of another's rights may be objectionable even though the proposer could have declined interaction entirely. The additional option is not the only morally relevant feature of the act.

The objection retains force against a purely distributive criticism, however. Where no independent right is violated and both parties understand the terms, the critic must explain why the distribution is unfair. Is the concern a background injustice, a specific duty arising from control of a necessity, a misuse of bargaining power, or a principle governing the sharing of cooperative gains? Those are substantive alternatives. The present account does not pretend that the word exploitation resolves their disagreements.

This distinction also matters for remedies. Even if a transaction is objectionable, prohibiting it might remove an option the disadvantaged party reasonably values. That possibility is not a conclusive defense of the transaction. It is a reason to evaluate the proposed response separately. Moral criticism of terms and justification of intervention are different tasks. An adequate argument must consider what the recipient's position becomes after the proposed change rather than treating the removal of a criticized arrangement as automatically beneficial.

7. Dependency, exit, and authority over unrelated domains

Dependence becomes especially relevant when access is difficult to replace. Suppose a resource controller governs the sole feasible route through which a person can carry out an established undertaking. The controller's ability to alter terms can then influence decisions far beyond use of the resource itself. The person may anticipate withdrawal and adjust conduct before any explicit order is issued. This is a possible structure of private power, not a finding that every owner or employer behaves in this way.

The distinction between dependence and domination should nevertheless remain precise. Dependence concerns reliance on another's provision or restraint. Domination, as used in this essay, concerns consequential discretionary control insufficiently constrained by the standing of those affected. A reliable and accountable dependency is not equivalent to an arbitrary one. Moreover, a person can face serious scarcity without a particular controller possessing the kind of discretionary power described here.

Meaningful exit is relevant because it can constrain such power, but it does not solve every problem. Leaving can require sacrificing investments, obligations, or relationships whose value is not readily replaceable. In some cases the possibility of departure may discipline terms; in others it may merely identify the cost imposed on someone who objects. Whether exit provides a credible safeguard is an empirical and institutional question, not something established by a formal clause allowing termination.

The right to refuse must also be considered on both sides. A resource owner may have legitimate reasons to stop an arrangement. A user may have legitimate reasons not to accept new demands. Earlier undertakings can create duties of notice, transition, or repair, but they need not produce indefinite compulsory cooperation. A relational account examines those duties without treating either party's current preference as the complete measure of authority.

8. Objections from investment, risk, and external control

A defense of broad owner discretion often invokes investment and risk. People may decline to create or maintain resources if others can continually redirect their use. This is a serious instrumental consideration, but its scope must be specified. The need for predictable returns or control over maintenance does not logically establish a need for authority over every aspect of another person's conduct. A particular restriction requires a connection to the claimed incentive or risk rather than an appeal to ownership in general.

The reverse objection is that attention to private power invites unaccountable external administration. Whoever decides which terms are permissible will exercise power too. An institution might misunderstand an undertaking, displace participants' judgments, or impose restrictions whose costs fall on those it intends to assist. The objection shows why identifying private authority does not automatically authorize another authority to replace it. The latter must independently justify competence, procedure, scope, and consequences.

A further objection concerns unavoidable scarcity. Some resources cannot be supplied to everyone, and every allocation excludes somebody. It would be incoherent to infer wrongful control merely from exclusion. The appropriate inquiry distinguishes the necessity of choosing among incompatible uses from the particular power claimed by the chooser. Scarcity can justify an allocation procedure without establishing every proposed priority or permitting unrelated demands on those seeking access.

Finally, a relational analysis may appear indeterminate because it refuses to identify one universally decisive criterion. That limitation is real, but it reflects the plurality of the questions. Acquisition, consent, need, contribution, risk, and third-party effects are not interchangeable. Their separation allows a specific dispute to become more determinate. A title may be valid while a term is unjustified; a transaction may be beneficial while the background is defective; an intervention may be well intended while inadequately supported. The point is to prevent one favorable judgment from deciding all the others.

9. Conclusion: ownership and the authority it does not settle

Property gives practical form to protected control, but protected control is not an unlimited authority over everyone who needs access. Its relation to agency is double: it can secure a person's projects and structure another person's alternatives. Neither aspect can be removed from analysis without distorting the relationship.

The essay has argued for separating ownership, transaction, consent, coercion, and fairness. A resource controller's entitlement to impose conditions depends on more than the fact of control; the conditions must be related to an undertaking and examined in light of independent claims. A prospective user's need, however serious, does not automatically settle what the owner owes or what an external institution may impose. Each claimed power requires its own justification.

The practical meaning of refusal lies between two inadequate abstractions. It is not guaranteed merely by the presence of a signature or a formal exit. It is not absent whenever agreement is costly or alternatives unequal. It depends on the actual arrangement of resources, commitments, knowledge, and consequences. Property becomes a problem of human order at the point where control of things can become control of persons, and where the reasons protecting the first no longer suffice to authorize the second.

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