
The Voluntaryist

Whole Number 81

"If one takes care of the means, the end will take care of itself."

August 1996

A Model Lease for ORBIS

By Spencer H. MacCallum

[Editor's Note: Long-time libertarians and followers of the new-nation movement may recall hearing of Atlantis, the attempt by Werner Stiefel to found a proprietary community on a coral formation in the Caribbean outside the territorial limits of Haiti during the mid-1960s. The following article began as a commission in exchange for equity in Atlantis. Unfortunately, Stiefel's effort came to naught when he was chased off the site by Duvalier's gunboats. Although nothing remains of Atlantis, the master lease for this proprietary community has survived and has been revised during the intervening years. Since Stiefel wanted to retain a low profile while he was building Atlantis, when the lease was published it was promoted as being for ORBIS, the name of a hypothetical proprietary community in outer space.

The author, Spencer MacCallum, is a social anthropologist who has specialized in the study of proprietary communities. He has followed in the footsteps of his grandfather, Spencer Heath (1876-1963), who originated the idea of proprietary administration of all public services, such as roads, common areas, and police protection. Both Heath, in his major work, *CITADEL, MARKET AND ALTAR: Emerging Society* (1957), and MacCallum, in *THE ART OF COMMUNITY* (1970), have explored "the rationale of a community in which all matters of common concern would be administered contractually, according to voluntary agreements, without recourse to taxation or other institutionalized coercion."

Proprietary administration of public services is not some "pie-in-the sky" idea. In his book, *PUBLIC GOODS AND PRIVATE COMMUNITIES* (1994), Dr. Fred Foldvary offers empirical evidence for, and theoretical justification of, proprietary communities. In addition, there is a growing body of practical experience in this area embodied in what the real estate industry labels "multiple-tenant income properties," such as hotels, shopping centers, marinas, industrial parks, residential apartment communities, medical and professional centers, and combinations of all of these. Their significant structural feature is found in the fact that the land on which they are established remains in undivided ownership with the component parts leased or rented instead of sold. "The developer's intact interest in the whole, i.e., the single title under which he planned and built the development, survives to become the basis for the ongoing

administration of the community." The proprietors of such communities are in the "business of manufacturing and marketing 'optimal human environment'." The proprietor creates land value by manufacturing and merchandising the 'environment' of the community he has built. His "interests are directly aligned with the general well-being and prosperity of his tenants" because his rental or lease income can only be generated out of their productive efforts.

In a lengthy introduction titled, "Drafting a Constitution for ORBIS," the author of this contract has identified the basic principles he has used to formulate the lease provisions. In no special order, they include the following:

1. Public services amply provided through exclusively free-market enterprises without resort to taxation.
2. Community administrators exercising little or no police function.
3. Personal interests of the owners and administrators of the community aligned with the public interest, the common good of the whole community.
4. Flexibility of land use, permitting changes to take place incrementally over time without prejudice to contracted rights.
5. An exact standard by which to determine and measure quantitatively the "good of the community."
6. A cultural bias toward settling differences creatively by means that do not include resorting to physical force.
7. A competitive market free of any and all coercive restraints on trade.

Voluntaryists should find these ideas exciting, as they offer a non-political and non-electoral method for maintaining social cooperation and peace. The following draft of the lease is appended with explanatory footnotes, which indicate how it has taken on a life of its own during the last 30 years. Reader comment is invited "to lessen the weaknesses and build on the strengths of this first attempt at a [non-statist] constitution for a permanent community in space" or anywhere else for that matter.

MacCallum's lengthy and highly informative preamble to the lease, including a bibliography of the proprietary community, is available without charge from him at Box 21, Pine Hill, New Mexico 87357 (Tel. 505-775-3750). Those who write rather than phone should include a phone number (which Mr. MacCallum promises to keep confidential) since it is

continued on page 2

The Voluntaryist

Editor: Carl Watner

Subscription Information

Published bi-monthly by The Voluntaryists, P.O. Box 1275, Gramling, SC 29348. Yearly subscriptions (six issues) are \$18 or .045 ounce or 1.400 grams of fine gold. For overseas postage, please add \$5 or $\frac{1}{3}$ of the regular subscription price. Single back issues are \$4 each or $\frac{1}{6}$ of the regular subscription price. Please check the number on your mailing label to see when you should renew.

Back issues of this publication are available on microfiche from John Zube, Box 52, Berrima, NSW 2577, Australia.

A Model Lease for ORBIS

continued from page 1

his policy to speak with people and be informed of the nature of their interest before sending out material to them. (This unusual policy has been highly successful, he says, not only in terms of self-education but also in terms of the friendships that have resulted.) Earlier versions of the lease were delivered as a lecture at the Twenty-third Annual Meeting of the American Astronautical Society, Airport Hilton Hotel, San Francisco, CA, October 20, 1977; and published in RAMPART INDIVIDUALIST, Winter & Spring 1981.]

A MODEL LEASE FOR ORBIS

- I. WHEREAS ORBITAL COMMUNITIES ("ORBITAL"), owner of the proprietary community known as Orbis, is engaged in the business of developing, maintaining and promoting the growth of human environments conducive to the fullest enjoyment of community living, and of marketing such environments by leasing to its members exclusive sites through the occupancy of which they can obtain full access to and enjoyment of same, and
WHEREAS PERSON ("P") desires membership in the community of Orbis for the purpose of residing and/or engaging in business there,
NOW THEREFORE ORBITAL, for the consideration set forth below, conveys in perpetuity to P, his heirs and assigns, subject to the terms and conditions of this agreement, full membership in the community of Orbis, which membership conveys equal access with all other members to its common areas and facilities and, in addition, exclusive occupancy of a space, which in this case shall be that space, or space of equivalent character and utility, known as [property description follows, reserving sub-surface rights and air rights above 000 meters].¹
- II. ORBITAL FURTHER COVENANTS AND PROMISES:
 - A. To guarantee P quiet possession of the space reserved for his exclusive use and, subject only

to the terms and conditions of this agreement, freedom to make full and undisturbed use of that space and of the public portions and facilities of Orbis enjoyed in common with others. ORBITAL promises not to impose or permit to be imposed within Orbis any tax on the person or property of P or of anyone else in Orbis. The word "tax" shall be understood to mean any imposition of any levy, fine or assessment other than as provided for by the terms of this or other agreements voluntarily entered into.

- B. To act at all times with utmost diligence to secure the safety of persons and property in Orbis, including specifically but not limited to the following:
 1. Promotion of research into and wide public dissemination of information concerning:
 - a. Health and safety.
 - b. Available insurance coverage of all kinds.
 - c. Available technologies of all kinds for the abatement of measurable nuisance effects such as noise, smoke and other particulate matter, vibration, noxious gases, odors, glare and heat, fire and explosive hazards, traffic, and waste effluent.
 - d. Private means of dispute resolution.
 2. Reimbursement, through rent remission or otherwise, of uninsured losses resulting from fire, theft, or bodily injury suffered in the public areas of Orbis, or in the private areas when said fire, theft or attack originated outside those areas and was not caused by negligence of P or his tenants, guests or invitees. Provided, however, in the case of property loss, that P has apprised ORBITAL beforehand of any unusual amounts of property in his possession and has taken reasonable precautions for its safety.³
- C. To promote the systematic collection and public dissemination of marketing statistics and related data and in other ways to encourage and assist members to make informed land-use decisions.⁴
- D. If, in the judgment of ORBITAL, its own interest and those of the members in general would be served by ORBITAL resuming possession of all or any portion of the leased site and allocating it to a different category of use, such as from industrial use to residential or commercial use, and if ORBITAL for this reason elects to make such a land-use change, then ORBITAL promises to:
 1. Give P not less than two years written notice.

2. Grant P a right of first refusal, during the period of notice, to himself undertake the land use envisioned for that site.
3. Offer P, at the same rent for the balance of the unexpired rental period, alternative space in Orbis equally well situated and otherwise suited for the purpose for which P was using the space originally allocated.
4. Reimburse the full appraised market value of P's fixed improvements on the site, constructed prior to the time of receiving notice, or, at the election of P, to reproduce the same or comparable improvements on the new site.
5. Assume the full cost of moving P and his personal and business belongings from the old site to the new site or elsewhere in Orbis.
6. Compensate P for any business loss due to closure or disruption during the move, except any that might have been caused by carelessness or neglect on the part of P.

- E. To conduct its business always in a manner calculated to maximize the total value, as income property, of its basic productive capital consisting of the site of Orbis.⁶
- F. To have in effect at all times adequate insurance or reserves specifically to compensate P for any loss or inconvenience that P might suffer as a result of ORBITAL violating any of the terms of this agreement.⁷

III. P COVENANTS AND PROMISES TO ORBITAL:

- A. To pay the annual ground rent of the leasehold, exclusive of improvements thereon, to ORBITAL or its successors or assigns, in equal amounts on or before the first of January and July of each year.
- B. To exercise due diligence to avoid endangering the health, safety and property of others, this and the following covenants C, D, F, G, H, I and J to run to the benefit of the present and future members of Orbis, their tenants, guests and invitees.⁸
- C. To exercise due diligence to avoid causing any public nuisance, including observing reasonable performance standards when processing materials or disposing of wastes.
- D. To carry liability insurance against any loss or injury he or his tenants, guests or invitees might cause others in Orbis.⁹
- E. To insure against loss of his own life, property or earning capacity due to fire, sickness, accidental injury or acts of God, including natural disasters and the effect of war.¹⁰
- F. To insure against loss or injury to others specifically resulting from P's violation of any

part of this agreement, including especially but not limited to Paragraph III.B.¹¹

- G. To purchase insurance in conformance with this agreement only from firms carrying the highest certification from a major consumer rating service, and in all such policies to name ORBITAL as co-insured.¹²
- H. To refrain absolutely from engaging in collusion in restraint of trade in Orbis or aiding or abetting persons or organizations so engaged.¹³
 1. To seek every means of avoiding the use or threat of physical force against any person, for whatever reason, in Orbis.¹⁴
- J. To be responsible at all times for the actions of his tenants, guests or invitees as if those actions were his own.

IV. ORBITAL AND P FURTHER MUTUALLY AGREE:

- A. That this leasehold shall be P's property to sell, sublet, encumber or otherwise deal with as he sees fit, subject only to the terms and conditions of this agreement and to ORBITAL's approval, which shall not be unreasonably withheld. If this leasehold is to be transferred to a third party or parties, then this original agreement should be returned to ORBITAL with the proposed transfer endorsed thereon. When and if the transfer is approved, a new agreement will be issued to the transferee. In the event P rents or sublets any or all of his space, his agreement(s) with his guests or tenants must agree with and in no way be inconsistent with any of the provisions of this agreement.
- B. That the starting rent for the site herein leased shall be 0000 valuns per annum,¹⁵ and that this rent shall be revised every five years to the then market rental value of the site, less a ten-percent reduction to P as a preferred tenant. Market rental value for this purpose shall be appraised by three disinterested parties selected as follows: ORBITAL and P each choosing one of three persons named by the other and the third to be selected by these two. ORBITAL and P shall then each submit to this panel of three their independent appraisals of the rental value of the site for highest and best use together with supporting evidence, and it shall be the duty of the panel to study the appraisals submitted and choose one or the other, as it stands, without modification.¹⁶ ORBITAL will make its leasing records freely available to assist the appraisal process.¹⁷ Should P fail to select an appraiser within 30 days after ORBITAL has submitted three names to him, then ORBITAL may name an appraiser for him from among the

names submitted. Should either party fail to submit an appraisal, then that of the other shall obtain.

C. That if rent payments fall into arrears for ten days, P will incur a late penalty of ten percent of the balance due, and that after 30 days of arrears ORBITAL may, upon 24 hours written notice, terminate this lease and resume possession.¹⁸ In the event of such termination, ORBITAL shall return any rental balance pro-rated to the date of the written notice. Compensation for P's fixed improvements on the site shall be established in the manner set out in Paragraph IV.B, above.

D. That this agreement may be modified or terminated at any time by mutual consent, or that it may be terminated by either party, alone, upon appropriate notification as follows:

1. P may at his discretion terminate this agreement and quit the leasehold without any further liability for rent, under any of the following circumstances:

a. Upon six months written notice, in which case the removal or sale of any improvements shall be P's responsibility.

b. Upon 20 days written notice following the violation or neglect by ORBITAL of any of the terms of this agreement, and especially the commission of any act or threat of violence upon P, his tenants, guests or invitees, by ORBITAL or its appointed agents, or their entry on the premises without express permission by P, or the imposition of any tax upon the person or property of P, his tenants, guests or invitees. In the event of such termination, ORBITAL shall

1) Return any rents paid ahead by P, pro-rated to the date of the complaint, and shall compensate P for the value of his site improvements, such value to be ascertained in the manner set out in Section IV.B, above.

2) At its own cost safely transport P and anyone else residing at the time on P's premises, together with their personal belongings, to any place of their choosing. If the cost of transportation to said place exceeds that of transportation to P's point of origin before coming to Orbis, P shall pay the excess.¹⁹

2. ORBITAL may, at its discretion, resume possession of the leasehold under any of the following circumstances:

a. Upon 24 hours written notice following P's failure to pay rent in full for a period of 30 days after it has become due and payable. In that event, the compensation for P's fixed improvements shall be established in the manner set out in Section IV.B, above, and shall be paid to P by P's successor, if such there be within a year, and otherwise by ORBITAL.

b. Upon fulfillment of all the conditions set out in Section II.D, above, when in the judgment of ORBITAL its interests and those of the residents of Orbis generally would best be served by ORBITAL's resuming possession of the leasehold and disposing it to a different category of land use.

c. At the end of any negotiated rental period following prior written notice of not less than one year, in the event of repeated complaints by other residents of disturbances of the peace. Provided, however, that if in that period no further complaints are received, the notice shall have no effect.

E. That any dispute with any person in Orbis that cannot be resolved informally by the parties to it, including any dispute that might arise over the terms of this lease or the performance of either party to it, shall be settled by a mediator or, failing that, a neutral arbitrator in accordance with the rules and regulations of the XYZ Arbitration Association. The parties agree to be bound by the decisions of the arbitrator.²⁰

FOOTNOTES

¹ The absence of a fixed date of termination is for several reasons. With a safeguard clause that permits Orbital to move the occupant to another site under certain conditions (II.D), the community retains planning flexibility—a consideration of ever



greater importance in a culture of accelerating technological change. At the same time, the individual gains the security of permanent membership in a community, provided only that he continue to observe the terms of that membership. Such tenure without specified term is the functional equivalent of citizenship, which is likewise without term, in the established nations of earth. Although no longer recognized under Anglo-American law, such perpetual leaseholds are traditional and customary in many parts of the world.

² The membership/lease agreement does not forbid specific kinds of behavior that might endanger or be a nuisance to others, since this would call for policing—inspections and enforcement—by Orbital. As the community proprietor, Orbital is already such a big fish in this pond that it seems wise to avoid or minimize situations that could lead to confrontations with members. Instead, the member covenants (III.C) to exercise all due diligence to avoid creating a nuisance. In the event a dispute arises between members, it will go first to mediation and then to arbitration (IV.E), and a private arbitrator will determine whether one or the other acted unreasonably. If the arbitrator finds that a member has acted otherwise than reasonably, then Orbital will be free to act on that information, which will then be public knowledge. The issue of reasonable behavior turns partly on the question of whether the defendant was sufficiently informed to have known how to behave in the situation, or whether he acted in ignorance and could not reasonably have had access to such information. Consequently, a fundamental role of Orbital, a basic public service, will be to ensure that up-to-date technical information about the “how” of community living is readily and easily available to everyone in the community.

³ This provision has long precedent at common law, where an innkeeper is held to be insurer of the safety of persons and property of his guests.

⁴ In lieu of zoning, building codes or other land-use restrictions, this clause seeks to achieve the same end by an extension of the public-information services of Orbital noted earlier (II.B.1). The assumption is that inappropriate land-use decisions generally result from inadequate information, and that if such information is readily available, the nonconforming land uses will be small enough in number and in kind that the community will be able to live with them. They will be a small price for avoiding the inspection/enforcement syndrome of duties under the conventional restrictive approach.

⁵ This right of Orbital might never have to be exercised for a variety of reasons. A common misapprehension is that nonconforming land uses cannot be tolerated, when actually they seldom hurt an overall plan; the classic hold-outs, such as the brownstone tobacconist at Rockefeller Center, do little more harm than offend our sense of symmetry. Nor do such non-

The Voluntaryist

Whole Number 1-80

October 1982–June 1996

Table of Contents

\$7.00 postpaid

conforming uses very often last beyond a person's lifetime, if that long, personal circumstances being as changeable as they are. Moreover, where people have all the facts they need to make a rational decision, they will generally do so. That being the case, in Orbis, where information will be more available than elsewhere, holdouts will be even more exceptional. In Orbis, also, in the absence of tax and regulatory features that elsewhere tend to “freeze” existing land uses (by creating incentives, for example, to hold onto property to avoid capital gains tax liability) the market as a whole will be more responsive to changing conditions. Nevertheless, it is of fundamental importance to the community that Orbital reserve the right to move a member from one site to another of equivalent character and value. The conditions it would have to meet, however, assure that such a right, if exercised at all, would not be exercised lightly.

⁶ The ultimate protection of the members is that Orbital will be operated as a business and hence more rationally than if it were not. If it were operated for any other reason—ideological, charitable or what-not—there would not be this protection. The impersonal, rational pricing mechanism of the market is the ultimate safeguard of justice in a civilized community. The rental income from a proprietary community affords a quantitative measure of its success as a community and a yardstick by which to measure proposed improvements. It introduces into community planning a rationality that has hitherto been lacking; for it offers in principle a quantitative measure and feedback for ascertaining whether and by how much a given undertaking adds to or detracts from the “common good”—the success of the community qua community.

⁷ This was suggested by a similar provision in the constitution of Ciskei, south Africa, and is intended as a further protection against tyranny—the main

protection being the business nature of the public enterprise (II.E). This provision bonds Orbital to perform its promises to the members, in effect insuring the constitution of Orbis.

⁸ This would include actions not only within Orbis, but also while traveling abroad, actions that might compromise the security of Orbis or be considered provocative by one or more governments on earth, leading to the possibility of sanctions or retaliatory action against Orbis. In other words, members would have to observe the strict political neutrality of Orbis. "Reasonable behavior" again would be the criterion or test.

⁹ John Yench, of Long Beach, California suggested this and the following insurance clauses to eliminate any need for health and safety inspections and policing by Orbital.

¹⁰ This clause insures the member against loss of membership from inability to pay rent because of accident, injury or other calamity. By the same token, it protects against the member or his dependents becoming a burden on the community, and it protects other members who might be creditors or contractual partners of the member in question.

¹¹ Here P insures his word, as Orbital does its word in II.F. This provision shifts from Orbital to the insurance provider(s), in whose interest it now is, the burden of inspections and policing with respect to security (see III.B and accompanying footnote 8). The insurance providers in turn are closely monitored by the consumer rating services (III.G). To complete the picture, no one—rating services included— escapes the eye of the ever watchful equities market.

¹² Because insurability is the foundation stone on which the security of Orbis rests, it is essential that the insurance firms relied upon be real and reputable. Emalie MacCallum suggested consumer rating as an alternative to Orbital maintaining a list of approved companies. The market could then operate more freely, whereas certification by Orbital would be tantamount to licensing, which would be in restraint of trade.

¹³ This provision is responsive to Mancur Olson's thesis in *THE RISE AND DECLINE OF NATIONS* (Yale University Press, 1982) and is intended to forestall the formation in Orbis of cartels in restraint of trade and of special-interest groups that would restrict occupational entry. The profound importance of this provision is impressively developed by Olson. It also harmonizes with E.C. Riegel's thesis in *THE NEW APPROACH TO FREEDOM* (Heather Foundation, 1976) that competition is the touchstone of individual dignity. It is a premise underlying this model constitution for Orbis that unrestricted competition will help to promote an energetic and prosperous population, and that this, in turn, is the basis of healthy land values.

¹⁴ The test, again, is reasonable behavior. This explicit rule confers a psychological and cultural ben-

efit in Orbis: By removing any and all violent action from the category of "right and justified behavior," the individual is challenged in every case to look for peaceful means of resolving differences. The working assumption is that there are always peaceful solutions to differences. The challenge is to find them. While such an assumption cannot be proved, it is like the scientist's working assumption that the universe is rational and understandable; such an assumption is productive of discovery. Physical harm inflicted in any situation whatever is, in this view, considered tragic. The person who was unable to avoid inflicting it is not to be condemned, any more than the unsuccessful seeker after scientific truth. He is rather to be looked on with sympathy and compassion for his shortcoming in a situation that resulted in tragedy for a fellow human being. It is hoped that this view will become a part of the cultural outlook of the new community.

As for Orbital itself, it is the proprietary organization's contractual duty to make Orbis safe for its members. If Orbis or any part of it is threatened and Orbital can think of no alternative but to use force to protect it, then it will be up to Orbital to protect it forcibly. But this will be looked upon as a failure, necessary only because Orbital knew no other way to handle the situation. It will be considered improper means and consequently will establish no precedent for using force in the future. A worse failure, of course, would be to fail in its prime responsibility of protecting life and property in Orbis. We must not forget Gandhi's pragmatic injunction: "He who cannot protect himself or his nearest and dearest or their honour by non-violently facing death, may and ought to do so by violently dealing with the oppressor. He who can do neither of the two is a burden. He has no business to be the head of a family [read "community"]. He must either hide himself, or must rest content to live forever in helplessness and be prepared to crawl like a worm at the bidding of a bully." (YOUNG INDIA, November 10, 1928)

¹⁵ The reference to "valuns" as the unit of exchange merely indicates that a non-political monetary unit, as discussed in E.C. Riegel, *FLIGHT FROM INFLATION: The Monetary Alternative* (Heather Foundation, 1978), undoubtedly will be used. The actual instrument(s) used in exchange will be determined, of course, not by Orbital, but by the consensus of traders—of whom Orbital will be but one.

¹⁶ This form of arbitration, which is suited to cases where the facts are not disputed, was suggested by the late Dr. F.A. Harper, of Atherton, California. It has the virtue of bringing the parties closer together in their respective claims rather than farther apart, as in the adversarial system where each takes an extreme and opposite position in the hope that eventual compromise will favor him. Under this arrangement, each party makes his "solution" as close to the other party's claim as possible in the hope that it

will become the decision in the case.

¹⁷ This small but not-to-be-overlooked provision was gleaned from an intriguing paper, "That We All Might Be Rich: An Investment Proposal for Georgists," privately circulated by its author, Dan Sullivan, Pittsburgh PA (412-621-3499), about 1992.

¹⁸ Property-management experience teaches that rent collections must be handled promptly and strictly. It is no favor to a tenant to allow him to get into arrears, but rather tends to create an unmanageable situation. In some cases advance arrangements might be made for later payment, the leasehold might be financeable in the mortgage market, or insurance might play a role. In any case, rent schedules should be strictly regarded.

¹⁹ This clause is responsive to David Friedman's fear that the possibly high cost to a tenant of leaving a settlement remotely situated in space might provide a temptation for the proprietors to renege on their agreement by unilaterally raising rents. Insurance provided for in II.F protects P by underwriting his return transportation should Orbital go further and renege on that as well. For Orbital to disavow its agreement, however, would be tantamount to relinquishing its business, so that in practical terms the probability would be remote. Moreover, a poorly managed income property soon attracts the attention of those in a position to buy controlling interest and restore its productivity.

²⁰ We can assume, whenever there is sufficient market demand, not only that arbitration companies will come into existence equipped to provide a complete dispute resolution mechanism entirely outside of any political system, but that arbitration associations will compete to provide the fairest possible adjudication of disputes. Much of what we call "due process"—the right to confront and cross-examine witnesses, questions about the admissibility of evidence, processes of appeals, and the like, which on earth are handled within the political court systems—might be transferred in space habitats to an arbitration system.

Many people are presently weighing the feasibility of competing private companies offering services of justice outside of any political system. See, for a single example, Murray N. Rothbard, *FOR A NEW LIBERTY* (New York: Macmillan, 1973), pages 219-252. For an early treatment of the question, see Francis D. Tandy, *VOLUNTARY SOCIALISM* (Denver: Tandy, 1896), pages 62-78. See also the following relevant discussions: A.S. Diamond, *THE EVOLUTION OF LAW AND ORDER* (Westport CT, Greenwood Press, 1975); Bruno Leoni, *FREEDOM AND THE LAW* (Princeton NJ, Van Nostrand, 1961); William C. Wooldridge, *UNCLE SAM THE MONOPOLY MAN* (New Rochelle NY, Arlington House, 1970), Chapter 5, "Voluntary Justice," pages 94-110; and Bruce L. Benson, *THE ENTERPRISE OF LAW: Justice Without the State* (San Francisco, Pacific Research Institute for Public Policy, 1990). ▢

Statement of Purpose

Voluntaryists are advocates of non-political strategies to achieve a free society. We reject electoral politics, in theory and in practice, as incompatible with libertarian principles. Governments must cloak their actions in an aura of moral legitimacy in order to sustain their power, and political methods invariably strengthen that legitimacy. Voluntaryists seek instead to delegitimize the State through education, and we advocate withdrawal of the cooperation and tacit consent on which State power ultimately depends.

The Most Harmful Error Most Honest People Make

continued from page 8

that agent has discarded moral law and used man-made law in place of God's or natural law.

Probably the most harmful practice of giving an agent of the majority the right to force a man to pay for something he does not want to use, is the practice of forcing a man to pay for schooling called education that he believes violates God's law and moral law. When people come to believe that there is a standard for the majority different than a standard for the individual, there is no limit to what the belief will lead to. It leads to protective tariffs, immigration quotas, drafting soldiers, taxation of all kinds, subsidies, planning and zoning, government parks, government hospitals, government libraries, government parking lots, government post offices. In short to a planned economy—an economy planned by men rather than by providence. In short, it is a form of Communism, Collectivism or Socialism where some men have the right to rule other men or interfere with another man's right to serve God as his conscience directs.

They Cannot Discern

When men come to believe the government has a right to do things that no individual has a right to do, then those individuals cannot tell the difference between their ideas of what the government has a right to do in initiating force to take from one to give to another than those of Joseph Stalin or any other Communist, other than in degree.

Until such time as we can get more and more people to believe in a single standard and to know that it is wrong for the government to do things that it is wrong for an individual to do, we'll continue to lose more and more of our liberty and have a more and more oppressive government.

Yes, the belief of most honest people that causes more harm than anything else is the belief that the government has a right to do things that would be immoral and unjust if done by any individual.

[This article first appeared in the Colorado Springs GAZETTE TELEGRAPH as "Trouble Makers, Dec. 24, 1956, p. 11.]

▢

The Most Harmful Error Most Honest People Make

By R. C. Hoiles

For a couple of days I have been attempting to give evidence that most of our trouble comes from honest persons.

As Isabel Paterson pointed out, a species could hardly exist if any large number of that species were bent on destroying the other members of the species.

What too many people fail to realize is that a person who is honest can be in error. He can be mistaken. And the results can be just as harmful as it would be if he commits an erroneous act intentionally. In fact, I think it can do a great deal more harm if an act is done by an honest person than if it is done by a dishonest person.

We are imitative animals and if we think another person is honest and doing right, we are inclined to imitate that person.

Now what is it that honest people do that causes most of our trouble? In plain language and disregarding religion, it is the belief that a group or a government can do things that would be harmful and wicked if done by an individual and produce results that are not harmful, unjust and wicked. It is the belief that a number of people doing a thing, that is wrong for an individual to do, can make it right and just.

Divergent Attempts

From a religious standpoint, it is attempting to serve two masters. It is a violation of the First Commandment, "Thou shall have no other Gods but me."

The most common method is worshipping the divinity of the State, representing the majority. This attempt to serve two masters or have two standards of right and wrong—one for the individual and one for the group—is undoubtedly a result of individuals using as a guide what their contemporary environment regards as right, just and proper. They use this as a guide rather than eternal principles, eternal moral law that never changes with time or place to determine right from wrong. So the individual who attempts to be guided by what is currently regarded as right by the majority has, in reality, no guide at all. The individual who is guided by moral law that never changes has a guide. He does not get into moral trouble. He does not injure his fellow man. He has good will in his heart. He does not enter into any collusion to promote his own interest at the expense of another. He does not try to benefit one by injuring another.

And these are the acts that are bound to follow when a man comes to believe that the government or the majority or the labor union or the church or the business organizations can do things and have them right when they are wrong for an individual to do.

Most Common Example

Probably the most common example of a double standard is the belief that an agent of the majority has a right to do things as an agent that would be wicked, unjust and wrong if done by him as an individual. When such an agent has the right to force a man to pay for things that he does not want to use,

continued on page 7

The Voluntaryist

P.O. Box 1275 • Gramling, South Carolina 29348



FIRST CLASS-TIME VALUE

Please renew your subscription if the number on your address label is within one digit of this issue's number.