

CW: suicide

Testing Contractualism in Extreme Future Conditions: Finneron-Burns' "Population Size"

Theories of intergenerational normative ethics must contend with two futures on extreme ends of the (human) population size: zero (human extinction) or the hypothetical maximum size guaranteeing every life is worth living (World Z in the Repugnant Conclusion). By intuition, we doubt the strength of any theory which implies or endorses any of these two outcomes, such as utilitarianism. Elizabeth Finneron-Burns argues in "Population Size" that Scanlonian contractualism not only does not allow for human extinction (generally) or the repugnant conclusion but also provides explanations which are congruent with our intuitions. I will then argue that the reasoning in Finneron-Burns' analysis of contractualism can lead to permission or possibly even encouragement of suicidal individuals to kill themselves.

Finneron-Burns argues that, under contractualism, the goodness or badness of human extinction is entirely dependent on its effects on currently living people. She shows this by evaluating four reasons why human extinction might be bad through a contractualist framework. Firstly, many people who would live good lives would not be born. To the interpersonal interpretation that such people would be wronged, Finneron-Burns asserts that possible people are not owed justification and cannot be wronged. To the impersonal interpretation that the loss of lives kept out of existence is itself bad, Finneron-Burns notes that contractualism does not accept impersonal reasons for rejection (the impersonalist restriction). Secondly, the loss of the sole intelligent life and civilization may be itself bad. The impersonalist restriction can be again invoked against this argument. Therefore, neither of these arguments are given weight under contractualism. Thirdly, *current people* might be physically harmed in the process of extinction.

Current people could reject a principle which leads to human extinction on the basis of the physical harm done to them. Fourthly, *current people* might be psychologically harmed given knowledge of extinction, such as depression and the loss of meaning. Again, current people can reject such a principle for analogous reasons. Finneron-Burns concludes that contractualism, under the third and fourth arguments, does not allow for human extinction unless it were brought about in a way which harmed no current person. This seems to be a defensible, and perhaps even an intuitive, way to understand the goodness or badness of human extinction.

On the other extreme of population size, Finneron-Burns argues that, under contractualism, bringing about World Z in the Repugnant Conclusion is disallowed, while restricting the population size to avoid World Z is allowed. World Z is the largest population of people such that every individual's life is still (barely) worth living. Finneron-Burns considers two modes of understanding the bringing about of World Z: obligatory and permissible repugnance. Any principle which makes individuals obligated to procreate can be reasonably rejected. But any principle which just *permits* the bringing about of World Z can *also* be reasonably rejected. A future person in World Z can reject on the basis that they were given a poor quality of life, and current people considering the bringing about of World Z can give no interpersonal reason for doing so. On the other hand, Finneron-Burns asserts that current people could work against bringing about World Z by restricting the number of children each family can have. This is permissible under contractualism, Finneron-Burns argues, because the value a child brings to a family decays with every new child, and therefore the burden of a child restriction would not be a strong enough reason to reject a principle which disallows World Z. Therefore, contractualism seems to provide an intuitive judgement and explanation for the Repugnant Conclusion.

In her consideration of both extremes of future population sizes, Finneron-Burns shows that contractualism disallows for either the smallest (extinction) or highest population size. What might the ‘optimal’ population size between these extremes be? Finneron-Burns asserts that the permissibility of bringing about a world with a certain population size under contractualism is dependent on how non-rejectable the process of doing so and its effect on the members of such a population are. Because contractualism, unlike utilitarianism, considers only interpersonal factors, contractualism will always permit only population sizes where most to all members are above the sufficiency threshold for living a good life (rather than ‘barely worth living’).¹ Overall, Finneron-Burns claims that perhaps the greatest virtue of contractualism is that it adapts to our dynamic considerations rather than locking us into unintuitive and restrictive systems: “The optimal population is therefore constantly changing as our circumstances change, and contractualism gives us the flexibility to change with it” (23).

I argue that Finneron-Burns’ treatment of contractualism to questions of life across time can lead to conclusions about suicide which may conflict with our intuition. A suicidal person is convinced that death preferable to life and takes or plans to take steps towards their death – a ‘life not worth living’. Therefore, a suicidal person is a population facing extinction of size one.² None of the two arguments Finneron-Burns deems relevant to a contractualist analysis of population extinction – that current members of the population will be harmed by physical pain or psychological trauma – apply here. Given that a suicidal person does not object to their extinction on the basis of physical pain and believes that their psychological trauma will in fact

¹ Unless the current population has an even larger reason to bring about a population size with a poorer quality of life.

² Some may object that it is inappropriate to call this a ‘population’. However, I argue that there is no strong reason why Finneron-Burns’ arguments cannot apply, perhaps with some extended reasoning, to populations which may reside within a broader population, such as considering the inherent goodness or badness of the extinction of certain cultures. To the objection that a population must be capable of reproducing itself, I point towards artificial self-insemination biotechnology – although this is, in my estimation, an irrelevant technicality.

be relieved by it, suicide is permitted under Finneron-Burns' contractualist analysis. There are two common objections which may be raised. Firstly, an individual's suicide may cause unbearable amounts of grief for their loved ones. But if an individual is willing to take their own life, then surely their reasons for their extinction are stronger than others' grief; under contractualism, loved ones could not reasonably reject the principle allowing deeply suffering people to alleviate themselves of that suffering by death if they so wished to on the basis of their happiness. Additionally, since we are considering the individual as a population, those outside the population are arguably irrelevant to begin with. Secondly, many argue that people who are convinced to commit suicide are not aware of the better life that they could have lived if they did not commit suicide. A more extreme, but often implicit, view is that life is unconditionally better than death; this is usually justified either in religious terms, in that all lives are endowed with inherent value by God, or in optimistic-personal terms – that death is an empty abyss but life can always bring joy, even if it is difficult. These are both impersonal reasons, which are not valid justifications for rejecting principles under contractualism. While I will not address the process by which people who have been brainwashed into suicide, individuals who already are committed to their suicide are, under contractualism, entitled to the deliberation about their extinction. To use an impersonal reason about the value of life over death to negate a suicidal individual's right to deliberation is to fail to respect their personhood. Now, consider a policy in World ZA – the world 'after' World Z in which a slightly increased population size means that some lives are now 'no longer worth living' – which allows or encourages suicidal individuals to take their own lives. Such a policy is permitted, and perhaps even obligatory, under contractualism, given Finneron-Burns' defense of policies which reduce population sizes to improve quality of life at no harm to current people. Is this right? Is it even maybe a form of eugenics – that the worst off stop existing? At this point, one may object that suicide as

extinction of a population with size one is distinctly different from overall human extinction – the focus of Finneron-Burns’ analysis – because there is no human around to observe the aftermath of the latter but there is for the former, and that by connecting the two I am abusing the contextual dependency of Finneron-Burns’ argument. To this, I will provide a clarified formulation: the reasoning underlying Finneron-Burns’ analysis does not provide any reason that a suicidal individual *themselves* should not commit suicide – that is, there is no inherent ‘within-population’ objection. I do not think this makes a substantive difference to my broader argument, however, because I showed that contractualism also does not allow entities external to the population to reasonably object to one’s suicide either. Here, I believe there are two pathways we can take: we can either rethink Finneron-Burns’ conditions for the permissibility of population extinction, or bite the bullet and accept the moral implications of permissible suicide.