A MODAL EVAL UATION OF SALES PRACTICES

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A relatively neglected area in recent literature on business ethics is the ethics of sales practices. Discussions of the moral dimensions of marketing have tended to concentrate almost exclusively on obligations of advertisers or on the moral acceptability of the advertising system. By contrast, little attention has been given to the activities of individual sales persons.[1]

This neglect is surprising on several counts. First, efforts to sell a product occupy a good deal of the time of many people in business. Developing an advertising campaign may be a more glamorous kind of activity, but it is sales on the individual level that provides the revenue, and for most businesses the number of persons devoted to selling will far exceed the number devoted to advertising**.** Second, the activity of selling something is of intrinsic philosophical significance. It furnishes a paradigm case of persuasive communication, raising such issues as deception, individual autonomy, and the social value of a marketing-oriented system for distributing goods and services. While the practice of advertising raises these same issues. the potential for manipulation of vulnerable consumers comes into much sharper focus at the level of individual sales.

In this paper I will attempt to develop a framework for evaluating the morality of various sales practices. Although I recognize that much of the sales force in companies is occupied exclusively or primarily with sales to other businesses, my discussion will focus on sales to the individual consumer. Most of what I say should apply to any type of sales activity, but the moral issues arise most clearly in cases in which a consumer may or may not be very sophisticated in evaluating and responding to a sales presentation.

My approach will be to consider first the context of sales activities, a market system of production and distribution. Since such a system is generally justified on teleological grounds, I describe several conditions for its successful achievement of key goals. Immoral sales practices are analyzed as attempts to undermine these conditions.

I

The primary justification for a market system is that it provides an efficient procedure for meeting people's needs and desires for goods and services.[2] This appeal to economic benefits can be elaborated in great detail. but at root it involves the claim that people will efficiently serve each other's needs if they are allowed to engage in voluntary exchanges.

A crucial feature of this argument is the condition that the exchange be voluntary. Assuming that individuals know best how to benefit themselves and that they will act to achieve such benefits, voluntary exchange can be expected to serve both parties. On the other hand, if the exchanges are not made voluntarily, we have no basis for expecting mutually beneficial results. To the extent that mutual benefit does not occur, the system will lack efficiency as a means for the satisfaction of needs and desires. Hence, this justification presupposes that conditions necessary for the occurrence of voluntary exchange are ordinarily met.

What are these conditions? For simplicity's sake, let us deal only with the kind of exchange involving a payment of money for some product or service. We can call the person providing the product the *seller* and the person making the monetary payment the *buyer*. I suggest that voluntary exchange occurs, only if the following conditions are met:

1. Both buyer and seller understand what they are giving up and what they are receiving in return.
2. Neither buyer nor seller is compelled to enter into the exchange as a result of coercion, severely restricted alternatives, or other constraints on the ability to choose.
3. Both buyer and seller are able at the time of the exchange to make rational judgments about its costs and benefits.

I will refer to these three conditions as the knowledge, noncompulsion, and rationality conditions, respectively.[3] If the parties are uninformed, it is possible that an exchange might accidentally turn out to benefit them. But given the lack of information, they would not be in a position to make a rational judgment about their benefit, and we cannot reasonably expect beneficial results as a matter of course in such circumstances. Similarly, if the exchange is made under compulsion, then the judgment of personal benefit is not the basis of the exchange. It is possible for someone to be forced or manipulated into an arrangement that is in fact beneficial. But there is little reason to think that typical or likely.[4]

It should be clear that all three conditions are subject to degrees of fulfillment. For example, the parties may understand certain things about the exchange but not others. Let us posit a theoretical situation in which both parties are fully informed, fully rational, and enter into the exchange entirely of their own volition. I will call this an *ideal exchange.* In actual practice there is virtually always some divergence from the ideal. Knowledge can be more or less adequate. Individuals can he subject to various irrational influences. There can be borderline cases of external constraints. Nevertheless, we can often judge when a particular exchange was adequately informed, rational, and free from compulsion. Even when conditions are not ideal, we may still have an *acceptable exchange.*

With these concepts in mind, let us consider the obligations of sales personnel. I suggest that the primary duty of salespeople to customers is to avoid undermining the condition of acceptable exchange. It is possible by act or omission to create a situation in which the customer is not sufficiently knowledgeable about what the exchange involves. It is also possible to influence the customer in ways that short-circuit the rational decision making process. To behave in such ways is to undermine the conditions that are presupposed in teleological justifications of the market system. Of course, an isolated act is not sufficient to destroy the benefits of the system. But the moral acceptability of the system may become questionable if the conditions of acceptable exchange are widely abused. The individual who attempts to gain personally by undermining these conditions does that which, it commonly practiced, would produce a very different system from the one that supposedly provides moral legitimacy to that individual's activities.

II

If a-mutually beneficial exchange is to be expected, the parties involved must be adequately informed about what they are giving up and what they are receiving. In most cases this should create no great problem for the sellers[5], but what about the buyer? How is she to obtain the information needed? One answer is that the buyer is responsible for doing whatever investigation is necessary to acquire the information. The medieval principle of *caveat emptor* encouraged buyers to take responsibility for examining a purchase thoroughly to determine whether it had any hidden flaws. If the buyer failed to find defects, that meant that due caution had not been exercised.

If it were always relatively easy to discover defects by examination, then this principle might be an efficient method of guaranteeing mutual satisfaction. Sometimes, however, even lengthy investigation would not disclose what the buyer wants to know. With products of great complexity, the expertise needed for an adequate examination may be beyond what could reasonably be expected of most consumers. Even relatively simple products can have hidden flaws that most people would not discover until after the purchase, and to have the responsibility for closely examining every purchase would involve a considerable amount of a highly treasured modern commodity, the buyer's time. Furthermore, many exchange situations in our context involve products that cannot be examined in this way -- goods that will be delivered at a later time or sent through the mail, for example. Finally, even if we assume that most buyers, by exercising enough caution, can protect their interests, the system of *caveat emptor* would take advantage of those least able to watch out for themselves. It would in effect justify mistreatment of a few for a rather questionable benefit.

In practice the buyer almost always relies on the seller for some information, and if mutually beneficial exchanges are to be expected, the information needs to meet certain standards of both quality and quantity. With regard to quality, the information provided should not be deceptive. This would include not only direct lies but also truths that are intended to mislead the buyer. Consider the following examples:

1. An aluminum siding salesperson tells customers that they will receive "bargain factory prices" for letting their homes be used as models in a new advertising campaign. Prospective customers will be brought to view the houses, and a commission of S100 will be paid for each sale that results. In fact, the price paid is well above market rates, the workmanship and materials are substandard, and no one is ever brought by to see the houses.[6]

2. A used car salesperson turns back the odometer reading on automobiles by an average of 25.000 to 30,000 miles per car. If customers ask whether the reading is correct, the salesperson replies that it is illegal to alter odometer readings.
3. A salesperson at a piano store tells an interested customer that the "special sale" will be good only through that evening. She neglects to mention that another "special sale" will begin the next day.
4. A telephone salesperson tells people who answer the phone that they have been selected to receive a free gift, a brand new freezer. All they have to do is buy a year's subscription to a food plan.
5. A salesperson for a diet system proclaims that under this revolutionary new plan the pounds will melt right off. The system is described as a scientific advance that makes dieting easy. In fact, the system is a low calorie diet composed of foods and liquids that are packaged under the company name but are no different from standard grocery store items.

The possibilities are endless, and whether not a lie is involved, each case illustrates a salesperson's attempt to get a customer to believe something that is false in order to make the sale. It might be pointed out that these kinds of practices would not deceive a sophisticated consumer. Perhaps so, but whether they are always successful deceptions is not the issue. They are attempts to mislead the customer, and given that the consumer must often rely on information furnished by the salesperson, they are attempts to subvert the conditions under which mutually beneficial exchange can be expected. The salesperson attempts to use misinformation as a basis for customer judgment rather than allowing that judgment to be based on accurate beliefs. Furthermore, if these kinds of practices were not successful fairly often, they would probably not be used.

In the aluminum siding case, the customer, is led to believe that there will be a discount in exchange for a kind of service, allowing the house to be viewed by prospective customers. This leaves the impression both that the job done will be of high quality and that the price paid will be offset by commissions. The car salesperson alters the product, in order to suggest false information about the extent of its use. With such information, the customer is not able to judge accurately the value of the car. The misleading reply to inquiries is not substantially deferent from a direct lie. The piano salesperson deceives the customer about how long the product will be obtainable at a discount price. In this case the deception occurs through an emission. The telephone solicitor tries to give the impression that there has been a contest of some sort and that the freezer is a prize. In this way, the nature of the exchange is obscured.

The diet-system case raises questions about how to distinguish legitimate "puffery" from deception. Obviously, the matter will depend to some extent on how gullible we conceive the customer to be. As described, the case surely involves an attempt to get the customer to believe that dieting will be easier under this system and that what is being promoted is the result of some new scientific discovery. If there were no prospect that a customer would be likely to believe this, we would probably not think the technique deceptive. But in fact a number of individuals are deceived by claims of this type.

Some writers have defended the use of deceptive practices in business contexts on the grounds that there are specific rules applying to these contexts that differ from the standards appropriate in other contexts.[7] It is argued, for example, that deception is standard practice, understood by all participants as something to be expected and, therefore, harmless, or that it is a means of self-defense justified by pressures of the competitive context. To the extent that claims about widespread practice are true, people who know what is going on may be able to minimize personal losses, but that is hardly a justification of the practice. If I know that many people have installed devices in their cars that can come out and puncture the tires of the car next to them, that may help keep me from falling victim, but it does not make the practice harmless. Even if no one is victimized, it becomes necessary to take extra precautions, introducing a significant disutility into driving conditions. Analogously, widespread deception in business debases the currency of language, making business communication less efficient and more cumbersome.

More importantly, however, people are victimized by deceptive practices, and the fact that some may be shrewd enough to see through clouds of misinformation does not alter the deceptive intent. Whatever may he said with regard to appropriate behavior among people who "know the rules," it is clear that many buyers are not aware of having entered into some special domain where deception is allowed. Even if this is naive, it does not provide a moral justification for subverting those individuals' capacity for making a reasoned choice.

Only a few people would defend the moral justifiability of deceptive sales practices. However, there may be room for much more disagreement with regard to how much information a salesperson is obligated to provide. In rejecting the principle of *caveat emptor*, I have suggested that there are pragmatic reasons for expecting the seller to communicate some information about the product. But how much? When is it morally culpable to withhold information? Consider the following cases:

1. An automobile dealer has bought a number of cars from another state. Although they appear to be new or slightly used, these cars have been involved in a major flood and were sold by the previous dealer at a discount rate. The salesperson knows the history of the cars and does not mention it to customers.
2. A salesperson for an encyclopedia company never mentions the total price of a set unless he has to. Instead he emphasizes the low monthly payment involved.
3. A real estate agent knows that one reason the couple selling a house with her company want to move is that the neighbors often have loud parties and neighborhood children have committed minor acts of vandalism. The agent makes no mention of this to prospective customers.
4. An admissions officer for a private college speaks enthusiastically about the advantages of the school. He does not mention the fact that the school is not accredited.
5. A prospective retirement home resident is under the impression that a particular retirement home is affiliated with a certain church. He makes it known that this is one of the features he finds attractive about the home. Though the belief is false, the recruiters for the home make no attempt to correct the misunderstanding.

In all these cases the prospective buyer lacks some piece of knowledge that might be relevant to the decision to buy. The conditions for ideal exchange are not met. Perhaps, however, there can he an acceptable exchange. Whether or not this is the case depends on whether the buyer has adequate information to decide if the purchase would be beneficial. In the case of the flood-damaged autos, there is information relevant to evaluating the worth of the car that the customer could not be expected to know unless informed by the seller. If this information is not revealed, the buyer will not have adequate knowledge to make a reasonable judgment. Determining exactly how much information needs to be provided is not always clear-cut. We must in general rely on our assessments of what a reasonable person would want to know. As a practical guide, a salesperson might consider, "What would I want to know, if I were considering buying this product?"

Surely a reasonable person would want to know the total price of a product. Hence the encyclopedia salesperson who omits this total is not providing adequate information. The salesperson may object that this information could be inferred from other information about the monthly payment, length of term, and interest rate. But if the intention is not to have the customer act without knowing the full price, then why shouldn't it be provided directly? The admissions officer's failure to mention that the school is unaccredited also seems unacceptable when we consider what a reasonable person would want to know. There are some people who would consider this a plus, since they are suspicious about accrediting agencies imposing some alien standards (e.g., standards that conflict with religious views). But regardless of how one evaluates the fact, most people would judge it to be important for making a decision.

The real estate case is more puzzling. Most real estate agents would not reveal the kind of information described, and would not feel they had violated any moral duties in failing to do so. Clearly, many prospective customers would want to be informed about such problems. However, in most cases failing to know these facts would not be of crucial importance. We have a case of borderline information. It would be known by all parties to an ideal exchange, but we can have an acceptable exchange even if the buyer is unaware of it. Failure to inform the customer of these facts is not like failing to inform the customer that the house is on the site of a hazardous waste dump or that a major freeway will soon be adjacent to the property.

It is possible to alter the case in such a way that the information should be revealed or at least the buyer should be directed another way. Suppose the buyer makes it clear that his primary goal is to live in a quiet neighborhood where he will be undisturbed. The "borderline" information now becomes more central to the customer's decision. Notice that thinking in these terms moves it away from the general standard of what a reasonable person would want to know to the more specific standard of what is relevant given the criteria of this individual. In most- cases, however, I think that a salesperson would be justified in operating under general "reasonable person" standards until particular deviations become apparent.[8]

The case of the prospective retirement home resident is a good example of how the particular criteria of the customer might assume great importance. If the recruiters, knowing what they know about this man's religious preferences, allow him to make his decision on the basis of a false assumption, they will have failed to support the conditions of acceptable exchange, it doesn't really matter that the misunderstanding was not caused by the salespeople. Their allowing it to be part of the basis for a decision borders on deception. If the misunderstanding was not on a matter of central importance to the individual's evaluation, they might have had no obligation to correct it. But the case described is not of that sort.

Besides providing nondeceptive and relatively complete information, salespeople may be obligated to make sure that their communications are understandable. Sales presentations containing technical information that is likely to be misunderstood are morally questionable. However, it would be unrealistic to expect all presentations to be immune to misunderstanding. The salesperson is probably justified in developing presentations that would be intelligible to the average consumer of the product he or she is selling and making adjustments in the cases where it is clear that misunderstanding has occurred.

III

The condition of uncompelled exchange distinguishes business dealings from other kinds of exchanges. In the standard business arrangement, neither party is forced to enter the negotiations. A threat of harm would transform the situation to something other than a purely business arrangement. Coercion is not the only kind of compulsion, however. Suppose I have access to only one producer of food. I arrange to buy food from this producer, but given my great need for food and the absence of alternatives, the seller is able to dictate the terms. In one sense I choose to make the deal, but the voluntariness of my choice is limited by the absence of alternatives.

Ordinarily, the individual salesperson will not have the power to take away the buyer's alternatives. However, a clever salesperson can sometimes make it seem as if options are very limited and can use the customer's ignorance to produce the same effect. For example, imagine an individual who begins to look for a particular item at a local store. The salesperson extols the line carried by his store, warns of the deficiencies of alternative brands, and warns about the dishonesty of competitors, in contrast to his store's reliability. With a convincing presentation, a customer might easily perceive the options to be very limited. Whether or not the technique is questionable may depend on the accuracy of the perception. If the salesperson is attempting to take away a legitimate alternative, that is an attempt to undermine the customer's voluntary choice.

Another way the condition of uncompelled choice might be subverted is by involving a customer in a purchase without allowing her to notice what is happening. This would include opening techniques that disguise the purpose of the encounter so there can be no immediate refusal. The customer is led to believe that the interview is about a contest or a survey or an opportunity to make money. Not until the end does it become apparent that this is an attempt to sell something, and occasionally if the presentation is smooth enough, some buyers can be virtually unaware that they have bought anything. Obviously, there can be degrees of revelation, and not every approach that involves initial disguise of certain elements that might provoke an immediate rejection is morally questionable. But there are enough clear cases in which the intention is to get around, as much as possible, the voluntary choice of the customer. Consider the following examples:

1. A seller of children's books gains entrance to houses by claiming to be conducting an educational survey. He does indeed ask several "survey" questions, but he uses these to qualify potential customers for his product.
2. A salesperson alludes to recent accidents involving explosions of furnaces and, leaving the impression of having some official government status, offers to do a free safety inspection. She almost always discovers a "major problem" and offers to sell a replacement furnace.
3. A man receives a number of unsolicited books and magazines through the mail. Then he is sent a bill and later letters warning of damage to his credit rating if he does not pay.

These are examples of the many variations on attempts to involve customers in exchanges without letting them know what is happening. The first two cases involve deceptions about the purpose of the encounter. Though they resemble cases discussed earlier that involved deception about the nature or price of a product. here the salesperson uses misinformation as a means of limiting the customers range of choice. The customer does not consciously choose to listen to a sales presentation but finds that this is what is happening. Some psychological research suggests that when people do something that appears to commit them to a course of action, even without consciously choosing to do so, they will tend to act as if such a choice had been made in order to minimize cognitive dissonance. Hence, if a salesperson successfully involves the customer in considering a purchase, the customer may feel committed to give serious thought to the matter. The third case is an attempt to get the customer to believe that an obligation has been incurred. In variations on this technique, merchandise is mailed to a deceased person to make relatives believe that some payment is owed. In each case, an effort is made to force the consumer to choose from an excessively limited range of options.

IV

How can a salesperson subvert the rationality condition? Perhaps the most common way is to appeal to emotional reactions that cloud an individual's perception of relevant considerations. Consider the following cases:

1. A man's wife has recently died in a tragic accident. The funeral director plays upon the husband's love for his wife and to some extent his guilt about her death to get him to purchase a very expensive funeral.
2. A socially insecure young woman has bought a series of dance lessons from a local studio. During the lessons, an attractive male instructor constantly compliments her on her poise and natural ability and tries to persuade her to sign up for more lessons.[9]
3. A life insurance salesperson emphasizes to a prospect the importance of providing for his family in the event of his death. The salesperson tells several stories about people who put off this kind of preparation.
4. A dress salesperson typically tells customers how fashionable they look in a certain dress. Her stock comments also include pointing out that a dress is slimming or sexy or "looks great on you."
5. A furniture salesperson regularly tells customers that a piece of furniture is the last one in stock and that another customer recently showed great interest in it. He sometimes adds that it may not be possible to get any more like it from the factory.

These cases remind us that emotions can be important motivators. It is not surprising that salespeople appeal to them in attempting to get the customer to make a purchase. In certain cases the appeal seems perfectly legitimate. When the life insurance salesperson tries to arouse the customer's fear and urges preparation, it may be a legitimate way to get the customer to consider something that is worth considering. Of course, the fact that the fear is aroused by one who sells life insurance may obscure to the customer the range of alternative possibilities in preparing financially for the future. But the fact that an emotion is aroused need not make the appeal morally objectionable.

If the appeal of the dress salesperson seems more questionable, this is probably because we are not as convinced of the objective importance of appearing fashionable, or perhaps because repeated observations of this kind are often insincere. But if we assume that, the salesperson is giving an honest opinion about how the dress looks on a customer, it may provide some input for the individual who has a desire to achieve a particular effect. The fact that such remarks appeal to one's vanity or ambition does not in itself make the appeal unacceptable.

The furniture salesperson's warnings are clearly calculated to create some anxiety about the prospect of losing the chance to buy a particular item unless immediate action is taken. If the warnings are factually based, they would not be irrelevant to the decision to buy. Clearly, one might act impulsively or hastily when under the spell of such thoughts, but the salesperson cannot be faulted for pointing out relevant considerations.

The case of the funeral director is somewhat different. Here there is a real question of what benefit is to be gained by choosing a more expensive funeral package. For most people, minimizing what is spent on the funeral would be a rational choice, but at a tune of emotional vulnerability it can be made to look as if this means depriving the loved one or the family of some great benefit. Even if the funeral director makes nothing but true statements, they can be put into a form designed to arouse emotions that will lessen the possibility of a rational decision being reached.

The dance studio case is similar in that a weakness is being played upon the woman's insecurity makes her vulnerable to flattery and attention, and this creates the kind of situation in which others can take advantage of her. Perhaps the dance lessons fulfill some need, but the appeal to her vanity easily becomes a tool to manipulate her into doing what the instructor wants.

The key to distinguishing between legitimate and illegitimate emotional appeals lies in whether the appeal clouds one's ability to make a decision based on genuine satisfaction of needs and desires. Our judgment about whether this happens in a particular case will depend in part on whether we think the purchase is likely to benefit the customer. The more questionable the benefits, the more an emotional appeal looks like manipulation rather than persuasion. When questionable benefits are combined with some special vulnerability on the part of the consumer, the use of the emotional appeal appears even more suspect.

In considering benefits, we should not forget to consider costs as well. Whether a purchase is beneficial may depend on its effects on the family budget. Ordinarily it is not the responsibility of a salesperson to inquire into such matters, but if it becomes clear that financial resources are limited, the use of emotional appeals to get the customer to buy more than she can afford becomes morally questionable. Occasionally we hear about extreme cases in which a salesperson finds out the amount of life insurance received by a widow and talks her into an unnecessary purchase for that amount, or in which the salesperson persuades some poor family to make an unwise purchase on credit requiring them to cut back on necessities. The salesperson is not responsible for making a rational calculation for the customer that is in effect trying to get the customer to make an irrational judgment. Any techniques used to achieve this end would be attempts to subvert the conditions of mutually beneficial exchange.

For obvious reasons, salespeople want as many customers as possible to make purchases, and therefore they try to put the decision to purchase in the best possible light. It is not the job of a salesperson to present all the facts as objectively as possible. But if playing on a customer's emotions is calculated to obscure the customer's ability to make rational judgments about whether a purchase is in her best interest, then it is morally objectionable.

V

I have attempted to provide a framework for evaluating the morality of a number of different types of sales practices. The framework is based on conditions for mutually beneficial exchange and ultimately for an efficient satisfaction of economic needs and desires. An inevitable question is whether this kind of evaluation is of any practical importance.

If we set before ourselves the ideal of a knowledgeable, unforced, and rational decision on the part of a customer, it is not difficult to see how some types of practices would interfere with this process. We must, of course, be careful not to set the standards too high. A customer may be partially but adequately informed to judge a purchase's potential benefits. A decision may be affected by nonrational and even irrational factors and yet still be rational enough in terms of being plausibly related to the individual's desires and needs. There may be borderline cases in which it is not clear whether acting in a particular way would be morally required or simply overscrupulous, but that is not an objection to this approach, only a recognition of a feature of morality itself.[10]

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[1] In a Survey of the major textbooks in the field of business ethics. I discovered only one with a chapter on sales practices: David Braybrooke's *Ethics in the World of Business*, Chapter 4 (Towa. NJ: Roman and Allanheld. 1983) That chapter contains only a brief discussion of the issue; most of the chapter is devoted to excerpts from court cases and the quotation of a code of ethics for a direct-mail marketing association.

[2] The classic statement of the argument from economic benefits is found in Adam Smith, *The Wealth of Nations* (1776): London: Methusen and Co. Ltd, 1930. Modern proponents of this argument include Ludwig von Mises, Friedrich von Hayek. and Milton Friedman.

[3] One very clear analysis of voluntariness making use of the conditions may be found in John Hospers' *Human Conduct: Problems of Ethics, 2nd edition.* New York: Harcourt Brace Jovanovich, 1982), pp. 385-388.

[4] I will refer to the three conditions indifferently as conditions for voluntary exchange or conditions for mutually beneficial exchange. By the latter designation I do not mean to suggest that they are

either necessary or sufficient conditions for the occurrence of mutual benefit, but that they are conditions for the reasonable expectation of mutual benefit.

[5] There are cases, however, in which the buyer knows more about a product than the seller. For example, suppose Cornell has found out that land Fredonia owns contains minerals that make it twice as valuable as Fredonia thinks. The symmetry of my conditions would lead me to conclude that Cornell Should give Fredonia the relevant information unless perhaps Fredonia's failure to know was the result of some culpable negligence.

[6] This case is described in Warren Magnuson and Jean Carper, *The Dark Side of the Marketplace* Englewood Cliffs, NJ: Prentice Hall, 1968.

[7] Albert Carr, "Is Business Bluffing Ethical?" *Harvard Business Review* 46 (Jan-Feb, 1968): pgs 143-153. See Also Thomas L. Carson. Richard E. Wokutch, and Kent F. Murrmann. "Bluffing in Labor Negotiations: Legal and Ethical Issues," *Journal of Business Ethics 1* (1982) pgs 13-22.

[8] My reference to a reasonable person standard should not be confused with the issue facing the FTC of whether to evaluate advertising by the reasonable consumer or ignorant consumer standard as described in Ivan Preson. "Reasonable Consumer or Ignorant Consumer: How the FTC Decides," from the Journal *of Consumer Affairs* 9 (Winter 1974), pages 131-1432. There the primary issue is with regard to whom the government should protect form claims that might be misunderstood. My concern her is with determining what amount of information is necessary for informed judgment. In general I suggest that a salesperson should begin with the assumption that information a reasonable consumer would regard as important needs to be revealed and that when special interests and concerns of the consumer come to light they may make further revelations necessary. This approach parallels the one taken by Tom Beauchamp and James Childress regarding the information that a physician needs to provide to obtain informed consent. see their.
Principles of Biomedical Ethics, third edition. New York: Oxford Press, 1989) Pgs 85-101.

[9] This is adapted from a court case quoted in Braybrooke, pages 68-70.

[10] This paper was written during a sabbatical leave from Friends University at the Center for the Study of Values, University of Delaware. I wish to thank Friends University for the leave and Dr. Norman Bowie for his hospitality during my stay at the Center.