

WHAT CONTRACT?

by Jason Baldwin

Arguments about the social contract have become the kudzu of Lincoln Douglas Debate. Like the notorious southern weed, social contract arguments are stifling, monotonous, and ubiquitous. They creep into every resolutional environment, no matter how hostile, and quickly devour any ground for good debate. Social contract theory is overused and frequently distorted. This article is an appeal to debaters to think more carefully about the true meaning and utility of the social contract.

Briefly, the social contract is a hypothetical justification for political authority which claims that governments arise out of an agreement among perfectly free individuals to surrender some degree of their freedom in exchange for the security provided by the state. If this theory sounds vague, that's because it is. The general notion of the social contract leaves unanswered numerous questions related to its scope and credibility, among them: Is there a real contract, or is the social contract merely a helpful framework for thinking about what our obligations and rights ought to be? Is anyone aware of signing a social contract? Were there ever people who were not obligated to any government? Can a person be obligated to terms he would agree to, even if he didn't actually agree to those terms? Is the contract an agreement between individuals who create a government, or an exchange between individuals and a pre-existing government? What are the specific rights and obligations of each party? What constitutes a breach of the con-

tract? What are the theoretical and practical consequences of such a breach? Are civil disobedience or violent revolution ever justified, and, if so, under what conditions? Is the contract a single historical event or an implicit, ongoing process of consent? Can the contract obligate future generations? Is the contract embodied in any corpus of documents or laws? Are the terms of the contract static or evolving? Must each individual consent to every provision of the contract? What are the alternatives for individuals who do not wish to be a part of the contract?

Reification is the error of confusing abstract terms with concrete realities, and it is an error commonly committed by debaters when discussing the social contract. Debaters say, almost offhandedly, that "Paternalistic laws violate the social contract," or, "When you [the judge] entered the social con-

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tract, you agreed to fight for your country when called upon to do so," or, "I left the state of nature and formed the social contract to protect my natural rights to life, liberty, and property." The social contract is treated as a literal historical document made by citizens with the government, no different than a

loan agreement or an employment contract. Yet, in reality, there is no such thing as a social contract. Philosophically, "the social contract" is only shorthand for the more cumbersome "social contract theory of obligation." As a general theory, the social contract does not dictate particular terms. Rather than a specific set of conditions, social contract theory is a metaphor for the relationship between individuals and the state. Thus, it makes little sense to appeal generically to the social contract as a self-explanatory argument.

From a competitive standpoint, judges unfamiliar with the various contract theories may be puzzled or even taken aback by claims that they (or the debaters) entered into a formal agreement with the government in which they agreed to limit their rights. Careless appeals to the social contract are also a turn-off for many experienced judges. I have personally become so jaded by debaters asserting that I agreed to this or that social contract that I sometimes use the ballot as the occasion to create my own social contract and decide the round according my contract's stipulations. As anyone who has read *A Theory of Justice* knows, social contract theory is a highly-nuanced branch of political philosophy and not the simple historical exchange of rights and duties asserted in many debate rounds. Debaters should guard against reifying the social contract.

There are numerous theories which fall under the rubric of social contract theory. The substantial differences between the various theories compound the absur-

dity of arguments which proceed as if there were only one social contract. Thomas Hobbes, John Locke, Jean Jacques Rousseau, Immanuel Kant, John Rawls, Robert Nozick, and David Gauthier are perhaps the most well-recognized social contract theorists, but there are many, many more. Debaters rarely identify or explain the social contract model from which they are working. Even when cross-examination forces a debater to commit to a version of the social contract, it is rarely of consequence in the debate. A typical social contract exchange might read:

Examiner: Pat, you offer us the social contract as your value standard. Whose social contract?

Examinee: Locke's.

Here the discussion ends, although it should not. Effective use of the social contract in debate requires a detailed commitment to a specific theory or to certain elements of a theory. When an opponent argues from any social contract model, the savvy debater will press very hard to know precisely what provisions of the given model are decisive proof for or against the resolution. Debaters should

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be well-acquainted with (i.e., well-read in) the justification for and unique features of any of the standard social contract theories. It would be sheer folly to propose a social contract model without an intimate knowledge of

the primary source(s) for that model.

Furthermore, any appeal to obligations of a social contract, even a well-defined social contract, must itself be justified. Why should anyone care that Rousseau's vision of the social contract is consistent with negation of the resolution? Why does consent have any bearing on the legitimacy of a government? This last question is particularly important, because consent is often presupposed to be a moral bond in a pre-social condition in which there are, it is claimed, no moral standards. Posed as a question, if agreements create the first obligations, what creates the obligation to uphold agreements? Many conservative political theorists reject the validity of social contract explanations altogether. Thorough debaters will familiarize themselves with challenges and alternatives to the social contract.

The gross overuse of the social contract is symptomatic of the simplistic approach discussed above. The social contract has become a catch-all framework for every argument, even arguments that would better stand alone. For instance, it might be argued that limits on the right to bear arms violate the social contract by opening the door to government tyranny. In fact, it would be simpler and far more intuitive to argue directly that an omnipotent government is an evil in itself, regardless of any imaginary contract. In other words, social contract theory should be avoided when it merely adds a step to an argument that would be persuasive without it.

Contract theory is actually useful in only a small number of Lincoln Douglas resolutions, and it is never

the only way to approach a topic. Scanning the *Rostrum* ballot of the 10 possible resolutions for this year, I do not see one for which social contract theory seems to provide the best arguments. As I write, the current NFL L/D topic is "Resolved: Laws which protect citizens from themselves are justified." This issue is not central to any major social contract theory, while there are many non-contractarian philosophies designed to address precisely this question. Yet every one of the eight rounds I observed at a recent tournament identified the social contract as a decisive issue in the debate. Incidentally, all but one of the debates treated the social contract in the literal, misguided fashion I explained above. Constant appeals to the social contract, even in resolutions to which it does not seem to apply, suggest that the debaters using it are either not creative thinkers or too lazy to do original research on the topic, or both.

Of course, there are resolutions in which social contract theory may be illuminating, for example, "Resolved: When called upon by one's government, individuals [sic] are morally obligated to risk their lives for their country." This 1994 resolution clearly questions the extent of the individual's duty to preserve the state, precisely the sort of question a well-developed contract theory might help to answer. But even when social contract theory is a viable possibility, it is only one possibility among many. Using only social contract theory to defend or refute a resolution may be dangerous; the astute debater will

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supplement it with additional distinct lines of argumentation.

Debaters who feel stuck in a social contract mentality should deliberately avoid contract arguments when initially analyzing and researching a topic. Develop other arguments possibilities first, then compare them to the social contract. Does social contract theory speak as directly to the values conflict implicit in the resolution? Is the application of contract theory as clear and compelling? Do good research sources on the topic appeal to the social contract in building their cases? (By good research sources, I do not mean anything you purchased from the pages of the *Rostrum*. I mean sources that you, yourself, found in the library. But that's another ar-
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