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ABSTRACT
The paper examines the social contract theory in practical political discourse against the backdrops of the problem of political dissidents and ethnic militia. It observes that political dissidents are practical expressions of citizen rights to better treatment in a contractual relationship between citizens and constituted authority. Using the experience of Nigerian political dissident and ethnic militia as case-study, the paper concludes that the activities political dissidents are complementary mechanism to ensure the workability of social contract model in citizens and constituted authority relationship.

Keyword: Social Contract, Contract Vitiation, Ethnic Militia, Political Dissidents

Introduction
The social contract model is a widely accepted explanation for a constituted authority and individual citizen relationship. As a ground for political obligation, social contract has continued to attract renewed interest not only because of its suitability for justifying political relationship; but it has also elucidated sharp focus on political correlation because of its implication on the issue of contract vitiation when either of the party to social contract did not live up to contractual obligation as may be required.

Of recent the phenomenon of political dissident which is a fallout of social contract has attracted attention of philosophers, politicians and social engineers. This is because in any contractual relationship (social contract model inclusive), the unwritten code that binds parties to the contract is that the other party reserves the right to contract vitiation (Sheehan, D. 2003), when one party has failed to lived up to the conditions of the contract. Of course, if there is strong institutional framework that strengthen contracts by providing for proper, impartial and balanced adjudication as to permit “righting” every wrong in an event of distortion or injury to the injured in a political relationship, one can be assured that the right of redress by either party to the contract can be easily entertained. It can very be disturbing, however if the institutional framework that is supposed to enforce these rights is weak, bastardized, not existing or inappropriately structured.

The contractual agreement that exists between a constituted authority and the citizenry as predicated by social contract model assumes various responsibilities and obligations as far as each party to the contract is concerned. The ability of contract to properly address the issue of the contract vitiation in an event of a party not living up to ‘his’ responsibilities or obligations is an issue of serious concern to socio-political philosophers. The phenomenon of political dissidents
happens to be one of the direct consequences of a defective, ineffectual and structurally imbalanced contractual relationship between the citizenry and constituted authority.

**Social contract theory**

The social contract model provides an acceptable, reasonable and influential ground for political obligation in citizenship and constituted authority relationship. The model has a long history. It may be difficult to pin social contract tradition to a particular era in political history. The history of social contract theory is more or less the history of social and political philosophy. For instance, despite the extreme mysticism that permeates ancient philosophy, the philosophers of old imply a certain degree of contractuality in their discussions on social and political issues. Plato, according to (Nisbel R. 1983) emphasizes in his republic the needs for natural harmony between the state and individual citizen. To Plato, the mission of political community is to provide the means whereby all distinction in individual and the best in him can be realized within the context of conducive individual and community relationship (Darly H.R. 1998).

Aristotle on his own part defines the state as a self-sufficient community containing everything necessary for its citizen to live the good life; the common realization of the good life for all its citizens is the end and the object of the state. Man in himself is a social animal more than the bee; living together in the same territory, having common relationship but the common working and sharing is in the highest good of man and the state (Miller F.2002). The implication of this statement by Aristotle is that there is a prima-facie contractual relationship between man and the state. In other words, the state and the individuals are in accord of sort, there is a sort of reciprocal relationship between the state and citizen, a reciprocal relationship that is perhaps founded on mutual reciprocity.

Subsequent early modern and postmodern philosophical era witnessed a boost in social contract postulations. Hobbes for instance, postulated that the fundamental basis of society can be explained by contractual model. He declared that contractuality remain the basis of what we called society after the unpalatable experience in a state of nature. In the state of nature, everyman was against one another. The disposition by man to fight one another was permanent. Since the preservation of one’s life involves an escape from the ills of the state of nature, man enter the right of contract, the purpose of which is to preserve one’s life (Seaward. P. 2010.). To Hobbes therefore, the present civil society, which is antecedent of social contract, emerged from the state of nature (Tuck & R Silver Thorne 1998)

John Locke was more forceful in his treatment of the contractual basis of political society. He asserted that man in his original state is in a state of war. In the original state, there was absolutely no authority to decide between individual contenders. But as time goes on, man realized the need to put an end to incessant wars. In the new society, man subjected himself to authority, a collective power from which relief can be sought by appeal.

In Jean Jacques Rousseau, social contract was more critically expounded. To him, the social contract is a pact that is universal, transcendental, even though unwritten and informal, but tacitly recognized and admitted by all men (Rouaseau J.J 2010). Under the social contract, a pact is struck by men in exchange for the old forms of existence at the state of nature. In the new form, everybody enters a social union under equal condition. The condition is that everyone submits all old liberties and possession in the state of nature and acquires moral and political freedom granted by the universal will. The universal will is the effect of free act union and association of all individual parties that participated in the social contract.
Other writers and political philosophers equally made crucial contributions to the enunciation and development of social contract model as regard political relationship (From Kantian contractual foundation of society to (Rawls J 1971) contract theory which is anchored on justice based on considered moral judgements). Robert Nozick on his part postulated the social contractual basis of the society. He specifically examined the role of individuals in the new contractual arrangement. At the end of the day, he propounded the entitlement theory which he claimed would protect individual rights against the authority of the state (Nozick R. 1974). Karl Max developed a new social order that emphasizes mass revolution as a way of forcing the state to be alive to its contractual obligation (Marx, K. & Nicolaus 1993). With the foregoing historical expositions, it is obvious that social contract theory form the basis of civil/political society.

Social Contract in Practical Political Milieu
It was Rousseau who affirms that the true basis of any political society is to be found in a covenant of a social contract. The social contract therefore is a form of covenant in which every individual in a political society enters into a social union under equal condition. In the social contract arrangement, “everybody relinquishes all old natural liberties; each man gives up his freedom in order to empower the collective (Rousseau J.J 1987). Social contract therefore implies that there was a prima facie agreement between individual within the society and the agreement was based on individual renunciation of liberties in order to support the collective. Although, Peter Chinsman opined that the assumed renunciation is incompatible with the nature of man (Newton, L.J & Sullivan W.C 2005), this according to him is because if man relinquishes all his freedom, man would have taken away all morality in his action, Rousseau however, stated that such alienation is unconditional (Rusell J.J 1997). To Rousseau, man submits himself to nobody in particular but to general will. The general will is the result of free act of union of all individual parties that participated in the social contract. The social contract thus holds that an “individual submits his liberties, will, powers and freedom to the supreme direction of the general will.

It must be noted however that individual does not submit or relinquish his liberties to the general will for nothing. The reason why man agreed to renounce his liberties in support of the general will is to ensure that his security and comfort will be adequately promoted; to promote individual welfare within the context of all. The general will is therefore under obligation to work assiduously to promote the welfare of individuals that constitute the general will, while at the same time enjoying support of individuals.

This reciprocal interface forms the contractual basis of individual and constituted authority relationship. The individual as a party to the social contract becomes the citizen and as a citizen, he alienates his freedom in order to support the general will. The general will in a politically sophisticated society become the state. A state is defined as the summation of every individual citizen that lived in a geographical territory ruled by general will or common reason (Barry .N. P. 1981)

As an aggregate of collective will, the state becomes party to the social contract. As a party to the social contract, the state exists by acquiring a larger than individual status and a measure of authority which makes the state sovereign. As a form of constituted authority, the state establishes a framework for collective expression in the form of government. As a result of the ensuing relationship, the issue of obligation and responsibilities comes to the fore as a means of reinforcing the extent of contractuality that exists between citizen and
constituted authority in a political arrangement. The citizen as a party to the social contract in political arrangements has various obligations. The obligations of the citizen to the state include among others: maintenance of good behavior, law abiding, acting always in defense of the state; contributions of resources (physical, moral and material) when required for smooth running of the state and general assistance towards entrenchment of good governance. The state on the other hand, as a counter balance in the relationship also has various responsibilities to the citizen. The responsibilities include maintenance of law and order, defending the territorial integrity of the state, ensuring security of life and property and the promotion of welfare, comfort and general growth of all citizens (Rapheel .D. D. 1976).

**Implications of Social Contract Model**

The implications of the social contract are many. To start with, it provides acceptable foundation for realistic explanation of how and why of the genesis of human political society. In this, we are able to see how life in the state of nature seems somewhat unbearable. And if man must survive, he needs to evolve and develop an alternative survival strategy from the turbulence inherent in the state of nature. As a foundation of society, the social contract addresses the problems of every individual survival within the context of all.

The social contract upholds the uniqueness of each individual in political relationship. (Otubanjo F. 1988) for instance opines that in mature society, the social contact theory recognizes every individual as a unique entity or citizen. In addition; every citizen has equal contribution in the emergence of political society. Every citizen as a matter of course and right has equal stake in the evolvement of political authority.

Furthermore, it also implies that collective will is necessary antecedent for a political society. The sanctity of collective will is against the backdrops of concerted public resolution. Eventually, collective will translates to sovereign authority and super intelligence which is expected to work always in furtherance of public interest. This means that there is a bargain of some sort between the citizen and politically constituted authority in the form of reciprocal engagement. In other word, there is a contractual relationship between the citizen on one hand and constituted authority on the other. In that wise, the state can only function based on the directives of the citizenry. This is because the state owes its existence to the citizenry. As a party to the social contract, the citizen must always act to support constituted authority in anticipation of welfare, security and growth. While state must protect the citizen in exchange for the citizen’s support. The social contract ultimately assumes contractuality in the relationship between citizens and constituted authority. Although the contractuality in citizenship/authority relationship may not be formal or conspicuous, Raphael observed that the contractual flavor in citizen and constituted authority relationship is not only apparent but inferable in the relationship between the two parties (Raphael D.D.1976).

**The Validity of the Contract Covered by Social Contract in Political Relationships**

The extent of the contractuality in political relationship has been a subject of debate among political philosophers, constitutional lawyers and practicing politicians. And the question has always been “How valid is the contract covered by the social contract? Of course, there are two opposing views to the issue of the validity in the contract advocated by social contract model. Skeptics for instance, hold the view that the assumed validity in social contract theory is nothing but mere wishful thinking. To them, a contract is an agreement between two or more people and
such agreement is intended to have legal consequence. For a contract to be valid therefore, it must be explicit and binding on each party to the agreement. More importantly, an agreement in a truly valid contract must be enforceable. For this reason, it is not all agreement that qualifies as contract since not all agreements are prime-facie contractual agreement. It is the position of skeptics that the agreement provided by the social contract does not quality as a contract. This is because the social contract model does not have the essential elements of a valid contract. For instance they refer to the very important clause in valid contract which stipulates that there should be two or more party to a contract. In the case of social contract, they contend that the other party to the contract does not exist. The implication of this is that the citizen is only making a contract with himself.

Skeptics went further to say that intentions to create a legal relation must be clearly evident in a valid contract. This condition is clearly and conspicuously absent in social contract model. They opined that the clause of contract enforceability which is a necessary condition for a valid contract is also lacking in social contract postulation. To them, if a breach of any of the term of the contract cannot be easily enforced, where then comes the validity in the social contract model?

To the proponents of the validity of social contract however, they contends that the social contract model qualify in every respect as a valid contract. To them, it is a subsisting agreement in every sense of the word. They are of the view that the existing contract between the citizen and constituted authority within the purview of social contracts is not only very effective but effectual. To them, a contract does not have to be written before it becomes a valid contract. Even in actual situation, the agreement between citizen and the constituted authority has been written in the form of a constitution that govern citizenship and authority relationship, the category of what is commonly refer to as simple-quasi contract. A simple quasi contract is an obligation imposed on account of circumstances which exists between parties (Patrick P. & Ponet J).

The social contract although not under seal, is easily inferable and can only be implied from the existing interaction between the parties. The contract between citizen and constituted authority is derivable from the existing relationship between each of the parties. To deny the existence of other party apart from the citizen in the contractual relationship is to be unfair to the social contract phenomenon. Apart from the citizen who remains a major party to the contract, the collective will or sovereignty derives its existence from the sanctity of the contract with each of the parties having specific duties and responsibilities.

The ensuring duties and responsibilities in the social contract oblige each contracting parties to commit mutual acknowledgement and respect for one another in terms of each parties’ rights or duties as the case may be. The citizen should support the state and empower constituted authority through conscious alienation of his right. The constituted authority on the other hand through its institution of sovereignty must act always in furtherance of the comfort, security and happiness of the citizenry.

Closely related to this is the maintenance of fidelity. It stipulates that for a contract to be valid and enforceable, such agreement should incorporate a give and take transaction in which either of the party of the contract should intend to part with something of value to the one another (Rosseau. J. J 2010). In the case of the citizen and constituted authority relationship, the citizen willing gave up or alienate his coveted liberties in total support of the constituted authority, the constituted authority on the other hand acquire collective sovereignty so that citizen can be fully protected, assured of maximum liberties, comfort and security.
Be that as it may, it is the position of this paper that there is contractuality in the relationship encapsulated by the social contract model of political relationship. It notes that both parties in social contract model are conscious of this fact. Modern political engineering with emphasis on electioneering, democratic rules have assisted in widening the scope of contractuality in citizenship and constituted authority relationship. The only probable area where political thinkers, anti-social contracts and philosophers seem justifiable in their concern is in the area of contract vitiation.


A valid agreement in every situation should be capable of vitiation in an event of default by either party to the contract. Of course, social contract assumed that there is subsisting agreement between the citizen and constituted authority. If the citizenry as enunciated by social contract theory relinquishes his liberties in support of sovereignty, the sovereignty is in turn expected to reciprocate by acting always in furtherance of collective will. The legitimate question that arises from this relationship is that what happen if either of the party to the social contract defaults? After all, a contract is truly valid if the basic ingredients of the agreement are apparent and are also enforceable. In other words, if a contract is not enforceable in a situation of default by either party, such contract is said to be a void contract. A contract is considered void when enabling agreement is seen as having no legal effect whatsoever. If the social contract is valid, what provisions does the social contract make in order to address the problems of contract vitiation? This question is very crucial in the sense that there is no basis for any agreement which cannot be enforced when either party to the contract defaults.

To social contractualists’, the social contract model provides foolproof institutional framework through which agreement by the citizen and constituted authority can be enforced. They contend that since social contract theory rests on the principle that no constituted authority is legitimate which does not derive its power and function from the consent of the citizen, accordingly political power and authority resides in the hands of the citizenry. It is therefore the duty of the citizen to install its own mandate based on collective will. The assumption here is that any constituted authority that does not act in accordance with the dictate of the collective will risks losing the mandate. This is probably the reason why democracy as a form of government is often taunted and supported by social contractualists.

Democracy as a model of government falls perfectly into the ambit and requirement of social contractual relationship. As a form of government, democracy entrenches popular sovereignty and it is a system of governance in which citizen confer supreme power directly or indirectly through elected representatives. As a government of the people, by the people and for the people, democracy has an internal operating mechanism for addressing contract default. The institutional framework of democracy is structured internally in a way that contractual obligations, justifications and adjudication in case of any default by either party to the contract can be taken care of.

Without doubt, the letter and spirit of democratic governance as a model of social contract theory is most assuring. G.H. Sabine observes that the internal mechanism and institutional framework in social contract, when practiced through democracy allows for accountability which contract vitiation is all about (Dworkin R. 1977). The bottom line of social contract as a democratic model is that citizenry must as a matter of necessity confer legitimacy on political authority and the consciousness that sovereignty rests with the citizen is sufficient as an
instrument of accountability in case of default. If democracy as a social contract model is properly operated given the in-built accountability mechanisms, the issue of contract default or vitiation is nothing but a foreclosed issue.

Unfortunately, we are often confronted with unprecedented cases of crisis of confidence in practical political activities. Crisis of confidence occurs in contractual relationship between citizen and constituted authority. It is possible for any of the party to default in social contract. Although when citizen as a party to social contract defaults, it is not always problematic. The proper operation given the in-built accountability mechanisms, the issue of contract default or instrument of accountability in case of default. If democracy as a social contract model is properly operated given the in-built accountability mechanisms, the issue of contract default or vitiation is nothing but a foreclosed issue.

The problems however become knotty when the citizen is at the receiving end. As in the case of common occurrences that bothered on infringement of the rights of citizen. When infringement occurs, it is not only injurious to the sanctity of the rights of citizen, but called to question the basis of social contract as a foundation of political relationship. Infringements can come in various forms. For instance, in situation where ensuring political authority is a mere perversion; where the collective will of the people, the cherished legacy and the main reason why citizen agreed to alienate his rights has been grossly violated. Specifically, a good example is when military organized a coup and force themselves on the people. For the purpose of governance that consent of the people. And when it does happen, it leads to arbitrariness, a near recourse to the state of nature where lawlessness and irresponsiveness on the part of the constituted authority hold sway. In such scenario, it is in the interest of social contract model that the rights of citizen be upheld in other to ensure validity of social contract as well as the sanctity of political relationship.

Other more precarious situation is possibly when citizen is unable to get the expected support from the social contract. When this occurs, the citizen would see himself only as a party to the social contract in an artificial manner. By so doing, the constituted authority is nothing but irresponsible. We have noted that when a citizen erred in a valid contractual relationship, the authority possesses collective force to ensure conformity. But when a constituted authority erred as is the case indicated above, what is the way out? Various alternatives have been propounded by political philosophers. The first alternative is for the citizen or any citizen for that matter to institute legal redress. By so doing the citizen is at liberty to use instrumentality of law to fight for political and social right. This approach would only be effective if the citizen and constituted authority collectively respects agreement as enunciated by the social contract. And also if the enabling institutional framework for seeking redress is permissible effective and conducive. But when law becomes ineffective and useless, and the institutional framework is impervious to corrections and the citizen seems completely helpless, recourse to a more unorthodox method of promoting the sanctity of social contract becomes an inevitable tract. This is to say that when the institutional framework provided by the social contract seems to have lost its meaning, recourse to organized revolt seems inevitable. This is where the phenomenon of political dissidents comes in. Political dissidents are direct outcome of ineffective contractual relationship most especially when citizens contractual rights are infringed upon by constituted authority and the legitimate avenues for seeking redress as permitted by the enabling agreement seems not to be working, the development of an organized political revolt to overhaul and force the constituted authority to be alive to contractual responsibilities becomes imminent.
Political Dissidents and Ethnic Militia as an Attempt at Contract Vitiation in Nigeria

The phenomenon of political dissident emanated as a result of frustration among citizens in a political society. It is an attempt at contract vitiation by citizens who are conscious of their political rights within the context of social contract (Badmus I.A 2006). Citizens in this context sought to assert their right, their great legacy which cannot be wished easily away. Political dissidents and ethnic militia are citizens that seek to exercise their rights by forcing constituted authority to live up to its responsibility in compliance with the dictates of social contractual obligations. This seems to be the case of ethnic militia in Nigerian political terrain.

Of recent, the phenomenon of political dissidents and ethnic militia became prominent in Nigerian political configuration. As the country contend with various development challenges that include inequitable distribution of resources, political imbalance, problems of national cohesion, minority issues, corruption among others, Certain categories of citizens both in personal and regional context wanted better bargain in the Nigerian citizenships/constituted authority relationship. They therefore constitute themselves into ethnic militia or political dissidents. In the Western part of Nigeria for instance, we have Odua People’s Congress,(OPC) Arewa in the North, South-South agitators in the South, Ohaneze in the East. The bottom line is that these categories of citizen are Nigerian agitators who wanted better bargain more than they presently received in the existing political calculations (Nigeriafirst.org (2006)). Of course, there are occasions when activities of political dissidents and ethnic militia aggravated into full scale antagonism with constituted authority but their overall aim is to ensure that constituted authority is made to wake up to their contractual responsibilities.

It is possible to assume that Nigerian political dissidents and ethnic militia have exhausted all legal avenues, but when law and other institutional framework are inefficacious; therefore citizens mobilization for pro-active action through organized revolts; civil disobedience or other allied-actions towards redressing anomaly may seems unavoidable. Specifically, dissident actions on the part of political dissidents and ethnic militia are to force constituted authority to be legitimately responsible and responsive to the citizenry. Sheer banditry, ethnic militia, political dissidents and civil unruly behaviour may be justified if a given environment is saddled with socio-political mediocrity, where citizen right is bastardized and there is no effective legal means to seek redress25. The citizen may be required to become deviant in order to resist evil and illegality. Little wonder that celebrated Nigerian legal luminary and a political activist, Gani Fawehinmi insists that political dissident is nothing but social contract in action. He sees political dissident as citizen’s action to force constituted authority to be alive to their responsibilities.

Conclusion

It is the conclusion of this study that the issue of political dissident and ethnic militia is more of a complementary mechanism through which citizens can assert their right within the context of social contract. This is after all avenues to seek legitimate redress, have been exhausted. In this sense, the common attitude by which political dissidents particularly ethnic militia in Nigeria are castigated may not entirely be justified (Ihonvbene. Julius .O. 2000). If not for anything, they made the constituted authority see reasons why they must be responsible and accountable to their original constituency which is the citizenry.

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