

Unilateral Break-ups

Alex Bryant, Aug. 19 2023 - Social Ontology 2023, Stockholm

**A puzzle about
romantic partnership**

A puzzle about romantic partnership

P1 Romantic partnership can be rescinded unilaterally.

P2 Joint commitments cannot be rescinded unilaterally.

C1 Thus, romantic partnerships are not joint commitments.

Consider the following.

One member of the partnership instigates a unilateral break-up. The partner(s) to be dumped react(s) by purporting to reject the unilateral breakup. They might say “No, I don’t accept this” (alternatively, “No, we don’t accept this.”). What is happening in a case like this?

On one view, such persons are in denial: if someone says they are taking their romantic ball and going home, an objection to this is an attempt to make one change their mind. One can’t reject a break-up, can they? On this view, acting as if one rejects a break-up is merely a strongly worded way of attempting to change a person’s mind. It is to make an appeal but it does not make the break-up backfire. The speech act of the break-up succeeds, but one appeals for it to be undone.

If that’s true, we get what I’m going to call P1: Romantic partnership can be rescinded unilaterally.

But that possibility ends up running against an intuition I think no less compelling: that Romantic Partnerships are joint commitments—if you’re not sure about what a joint commitment is I’ll come back to it.

A characteristic feature of Joint Commitments, however, is that they *cannot* be unilaterally rescinded—hence, what I’ll call P2: Joint commitments cannot be rescinded unilaterally.

If we accept both P1 and P2, then, we get C1: Romantic partnerships are **not** joint commitments. Given what I’ve just said, that romantic partnerships seems to me like paradigmatic joint commitments, this looks like a puzzle. So here, I’m going to talk to you about why I think it’s an interesting and challenging puzzle that generalizes, and also propose a way out.

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Two (proposed) ways out:

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Two (proposed) ways out:

C1 is true

Of course, the first way out is just to buy C1. Maybe you already do—if you do, I'm going to try to convince you that C1 isn't so obvious.

A puzzle about romantic partnership

P1 — ~~Romantic partnership can be rescinded unilaterally.~~

P2 Joint commitments cannot be rescinded unilaterally.

C1 Thus, romantic partnerships are not joint commitments.

Two (proposed) ways out:

C1 is true

P1 is false

The second way out is to deny P1—surprising as this might seem, I’m going to push this position.

You might also want to deny P2—I don’t, and I’ll tell you a little bit about why not as we go ahead.

So much for the puzzle. Here’s the agenda for the rest of the talk.

Agenda

1. The puzzle
2. Preliminary remarks re:romantic partnerships
3. JCs cannot be unilaterally rescinded
4. Romantic partnerships are joint commitments
5. Breakups as unilateral rescission of commitment
6. Problems for P1
7. Dissolution conditions
8. Wrapping up

**Preliminaries:
Romantic Partnerships**

Preliminaries: romantic partnerships

- I am neither defending a phenomenology nor metaphysics of love.
- “Romantic partnership” is intentionally general: from monogamous long-term couples to weekend flings, sexual to asexual, exclusive and not, two to many
- “Romantic partnerships” are, in this discussion, unstructured collectives (i.e. not institutionalized patriarchal marriages, etc.)

A few caveats regarding the notion of “romantic partnership” I’ll make use of here.

The first is this: I am not in this paper defending a particular account of what love is, neither the phenomenology of love nor a particular conception of the metaphysics of love.

Second, I’m going to use the phrase “romantic partnership” to capture a wide range of romantic relationships, both more formal (a monogamous long-term couple) and less (a weekend fling), sexual to asexual, exclusive and not. In this sense, I’m speaking about romantic relationships in a way that captures many different kinds of romantic commitments between people, while aiming to avoid metaphysically reproducing what Elizabeth Brake has called the “amatonormative” conception of romantic partnership: “that a central, exclusive, amorous relationship is normal for humans, in that it is a universally shared goal, and that such a relationship is normative, in that it should be aimed at in preference to other relationship types” or lending support to what Carrie Jenkins has called the “modal monogamy” thesis that “the only metaphysically possible romantic love relationships are monogamous ones.” My phrase “romantic partnership” includes monogamous romantic partnerships, but does not privilege the monogamous dyad.

Third, I’m assuming that romantic partnerships are unstructured collectives. This is to say that in general romantic partnerships are collections of people which have neither a formal hierarchy nor a formal decision-making procedure—i.e. they are not like corporations, but they are not an arbitrary set of anonymous people. This does not exclude more formal iterations of romantic partnerships, like explicitly patriarchal marriages, but rather I take the view here that there is a kind of group dynamic common amongst romantic partnerships even though its members may be party to obligations that functionally supersede those of the partnership. For this reason, I will say little about e.g. the special case of marriage. This is because institutionalized partnerships like marriages (whether through religious ordination or legal association)

cannot be unilaterally dissolved for reasons over and above romantic partnership itself. Here, I care just about the basic normativity of romantic partnerships.

With that out of the way, let me say a little bit about P2, that joint commitments cannot be rescinded unilaterally.

P2

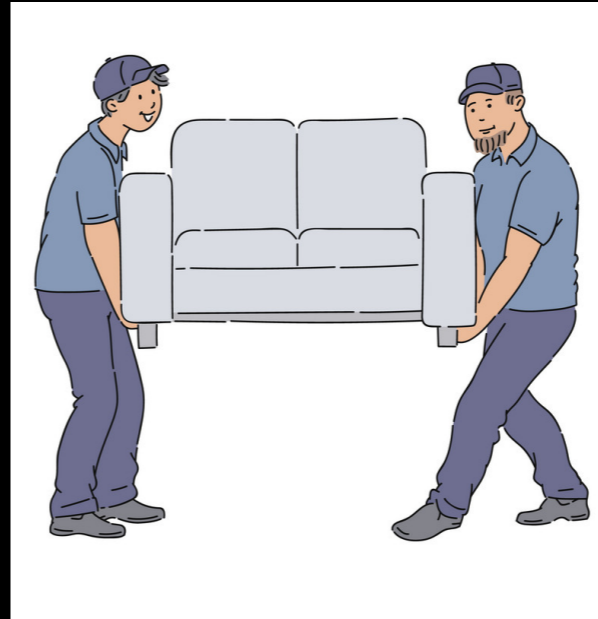
Joint commitments
cannot be rescinded
unilaterally.



Non-rescindability

My having an obligation to "φ with Sonny" entails that Sonny has a claim-right to my φing with him— Sonny has the power to release me from that obligation, I do not.

If I violate that obligation, I wrong Sonny (the right-holder)



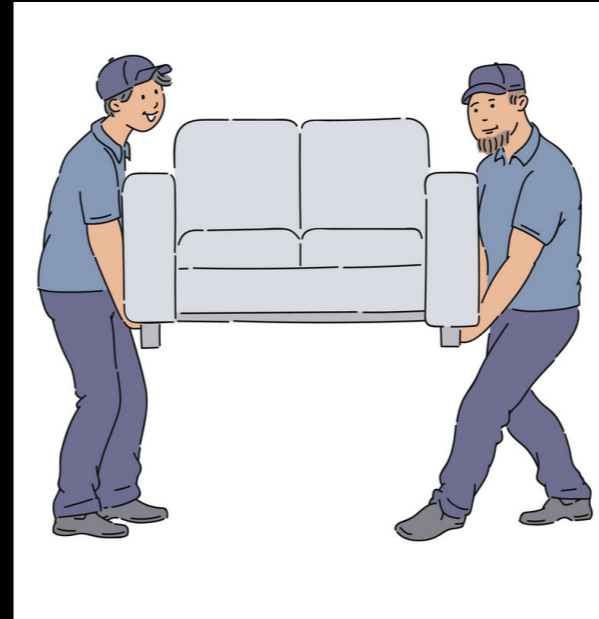
When we are obligated to φ, we accrue a directed duty to those we are obligated to that we φ, and those we are obligated to accrue a claim-right against us for our φ-ing; it is up to the person who holds a claim right against us to release us from it. When the obligated party violates their obligation, they wrong the claim-right holder; this wrong is not avoided when the obligated party says “I’m not going to hold up my side of this bargain” and subsequently violates their obligation, they wrong the claim-right holder.

Other things being equal, it is the person who has a claim against us who might release us from our duty. Our merely saying “I’m not going to hold up my end of the bargain” does not dissolve the reason we have to act in accordance with our obligation. Rather, we signal that we won’t be acting in accordance with the obligation which itself persists—in such a case, those we are obligated to are in no less of a position to call on us to live up to our obligation, independent of the efficacy of that call.

JC obligation nets

When we form a JC to ϕ , we accrue directed duties to each other member of that JC and they accrue corresponding claim rights against us that we live up to those duties.

This set of directed duties and claim rights is constitutive of the “commitment”



What it is to form a joint commitment in the first place is, among other things, to form a series of interrelated obligations between members that none can rescind unilaterally. This is what makes the commitment to ϕ joint.

When it comes to joint commitments, then, we are not by default in a position to release ourselves from our commitment-based obligations to other members of the commitment.

We may have other reasons that drive us to act counter to the obligation, and there might be further caveats associated with the commitment itself that provide a release mechanism from it (e.g. when we agree that if Aaliyah is 30 minutes late to dinner I should just order take-out), but these features are over and above the basic normativity of joint commitments themselves. Gilbert suggests that we regularly see caveats to joint commitments that add a kind of voidability condition: if one person violates the commitment in some way X , the non-violator may have the option of unilaterally rescinding it. Alternatively, they might at the outset say “Let’s ϕ , but I reserve the right to go home if you’re as annoying as you were last time!” This would be because the violator has in effect indicated concurrence with such rescinding—I’ll return to this thought later on in my discussion of romantic partnerships.

Intuition:
Romantic partnerships are
joint commitments



Here's another way to think about this case. It might be that when a partner attempts to unilaterally break-up with their partners, their partners react by saying "No, I don't accept this," and this reaction does make the speech act backfire. That is, the attempt fails. The Gilbertian story I've told thus far provides a simple explanation of this: because romantic partnerships are joint commitments, one partner cannot unilaterally rescind their commitment, because the joint nature of the partnership itself means that the dumper must be released from their commitment by the dumpee.

From day to day, whether or not I find this idea strange varies, but I know it sounds very strange to many people—let's talk about it.

Why think romantic partnerships are joint commitments in the first place?

The basic Gilbertian picture

***Not really going to defend this!**

Part 1

1. **Conception of jointness:** each member understands what acting jointly involves;
2. **Conception of the joint activity:** each member has a conception of what it is to ϕ together.
3. **Conception of prospective collective:** each member has a conception of the population which will partake of the commitment;

The first three conditions of commitment are not very demanding on the face of things: one of the earliest concepts many children acquire is (1) a collectivity concept (i.e. what it is to do something together with someone else) and adolescents (2) acquire a working conception of romantic relationships not long afterward. The capacity to (3) share a conception of a romantic relationship is similarly an early development.

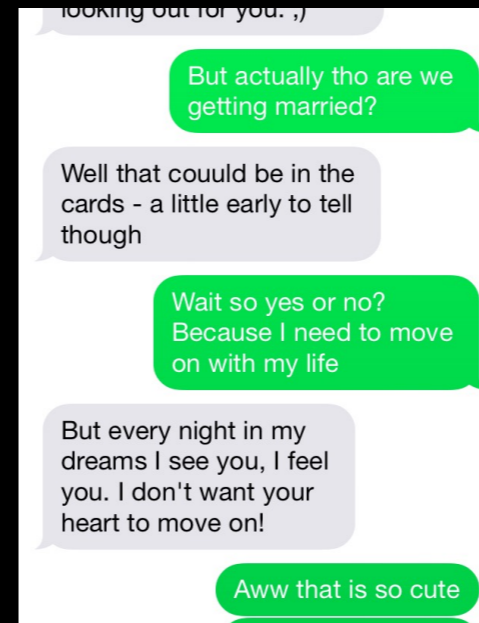
Other things being equal, many human beings acquire the capacity to partake in a Gilbertian commitment early and seem (anecdotally, as anyone who has worked with adolescents might have recognized) to do so eagerly as well, with great emphasis on the normative force of these commitments.

The basic Gilbertian picture

***Not really going to defend this!**

Part 2

4. **Public expression of readiness:** each member publicly (relative to prospective group members) expresses their readiness to jointly commit to ϕ together (i.e. it is “out in the open” between members);
5. **Common knowledge:** there is common knowledge of 1-4 between members.



Here are the remaining bits. We make *some* public expression of readiness to commit, and finally it becomes common knowledge between members of the commitment that these conditions hold.

Independent of the capacity to participate in a joint commitment of romantic content, whatever that content might end up being (i.e. “going on a date together,” “being girlfriends,” etc.), romantic partnerships seem to happily fit the Gilbertian ontology.

Indeed, aspects of the creation process are common cultural tropes: asking a fling if they want to be more serious partners is colloquially called a “DTR”—a Define The Relationship talk—consider this a simple case of (4) public expressions of readiness and a basis upon which to acquire (5) common knowledge. With this in mind, I suggest that there are at least preliminary reasons to think romantic partnerships are joint commitments.

Thus far:

- JCs are non-rescindable
- Rom. partnerships are JCs

Dissolution Conditions

Dissolution conditions

Minor Gilbert-ology

We island dwellers will take care of the beach on Sundays.

Geographically conditional partnerships aren't quite what I have in mind, but this suggests a way out.



Gilbert rarely discusses the dissolution conditions for joint commitments, though here's what she does say. Depending on the content of the commitment itself, "someone may undergo a change such that she no longer falls under the description specified for the parties of a given joint commitment."

On Gilbert's example, the commitment might be "we island dwellers will take care of the beach together on Sundays"—one who moves off of the island will thus no longer be party to the joint commitment just insofar as the content of the commitment specifies the extension of "we" as the committed island dwellers.

In such a case, it's not clear that the commitment itself dissolves—those who committed and still live on the island seem to be no less committed to their joint project upon the departure of their friend—but it looks like (independent some further specification) insofar as one is no longer part of the relevant population, one is no longer party to the commitment.

It may be that in a dyadic case the commitment ceases to exist, or that were the entire population of the island to leave it does as well—it is not clear what Gilbert's view is here.

Unilateral breakups aren't like this case, however. In a unilateral breakup, it looks like one leaves a commitment by personally rescinding their commitment. Such a case is different from those where a commitment merely ceases to exist when e.g. everyone involved passes away (seemingly every condition fails in this case), or the parties mutually forget (i.e. the common knowledge condition fails). In those cases, the joint commitment appears to pass out of existence because the conditions for its existence (1 through 5 above) fail.

It's not clear that this is the case with unilateral break-ups, though various romantic partnerships end for precisely these reasons, like when one partner outlives the others.

This said, I think there's another way out.

Voiding and Voidability

Instead of geographic conditions on membership, we might conditionalize a commitment with **voiding** and/or **voidability** conditions.

Voiding condition: dissolves the commitment

Let's ϕ except in case(s) ψ .

Voidability condition: grants some member(s) the power to rescind the commitment unilaterally.

Let's ϕ , though I reserve the right to stopping ϕ ing together in case(s) ψ .

Here's my proposal: what might be happening more often than not is that unilateral rescission happens in virtue of a condition being triggered. The condition is the source of a participant's power to unilaterally rescind their commitment. I'm going to call these "voiding" and "voidability" conditions.

Voidability and voiding conditions are conditions to do with the termination of the commitment itself, but are not necessary features of a joint commitment. Many joint commitments seem clearly to have neither built into them—for instance when one makes spontaneous plans to go rock climbing. But they might be there, whether explicitly or in the background.

Here are some examples:

One could add a voiding condition: let's go rock climbing unless it rains.

I.e. "Let's ϕ except in case(s) ψ ."

So too with a voidability condition, as when we climb with a new belay partner: let's climb together, but I reserve the right to back out if you aren't a safe belay partner.

I.e. "Let's ϕ , though I reserve the right to stopping ϕ ing together in case(s) ψ ."

In the voiding condition case, we climb so far as the condition is not triggered; in the voidability condition, we are committed so far as the condition is not triggered and, where the condition is triggered, I choose to carry on anyways. Triggering such conditions is different from the commitment merely passing out of existence.

In voidability, an event triggers the addition of a new power for one or some members of the commitment, the power to dissolve the commitment without the assent of every member. So too with the voiding condition. It may be that some commitments are such that an event can trigger the dissolution of the commitment, but this

conditional is not a necessary feature of every commitment.

Given the preceding discussion, we might save our intuition that it ought to be possible to leave a romantic partnership without the collective assent of its members to dissolve the partnership. Romantic partnerships might be joint commitments that usually have built into them voidability or voiding conditions, and it may be that it is these conditions which make sense of how romantic partnerships are usually dissolved. A sexual exclusivity condition, for instance, might act as a voidability condition such that were one party to be unfaithful the other member(s) of the commitment acquire the power to unilaterally terminate the commitment. It is not so obvious that romantic partnerships have voiding conditions, however—given all of the Gilbertian conditions for commitment hold, is there a way to conditionalize commitment such that an otherwise committed group is immediately dissolved upon triggering this condition? Explicit geographic conditions seem to do this: “If and only if we are in Chicago, we are a couple” —this is at least possible, though I don’t pursue it further here.

Voiding and Voidability

Question 1: is it a **necessary** feature of romantic partnerships that they include a voiding or voidability condition?

No.

Question 2: Is it possible that some, perhaps many, do?

Answer: Sure, and that may go a long way toward explaining the conflicting intuitions we have in the puzzle of unilateral breakups.

Are we right to think that all romantic partnerships have built into them a kind of voidability or voiding condition that would allow unilateral rescinding of a joint commitment? This is an empirical question.

A conceptual question might be: is it a necessary feature of romantic partnerships (rather than, say other kinds of partnership or other collectives) that they include such conditions?

Here, the answer seems clearly to be “no,” and our intuition to say “Yes!” might reveal a naïve amatonormativity regarding what it is like to be in a romantic relationship in a specific time and place. If I am right that romantic partnerships are joint commitments that at times have voidability and/or voiding conditions, this insight is consistent with Gilbert’s view: joint commitment are naturally not the kind of social phenomena that one can unilaterally rescind, though we might build conditions into them or around them such that they can be.

As with other kinds of commitments, we can come up with a wide range of complex, nested, interdependent variations on a basic joint commitment, as with voidability and voiding conditions.

This possibility does not exclude the prospect that basic joint commitments cannot be unilaterally rescinded, rather it shows that it is a further feature of at least some commitments that they may be.

Back to P1

Back to P1

P1 Romantic partnership **can be** rescinded unilaterally.

Question 1: Is the intuition that P1 is true mistaken?

Perhaps! —it may be an artifact of encounters with e.g. mononormative conditionalizing.

Question 2: Is the operative concept in P1 one constructed to be conditional?

Perhaps! —it may be that P1 is true by virtue of the **kind of world we live in**, not by virtue of our analytic conception of partnership

Question 3: Is there a concept of romantic partnership that isn't conditional?

Of course!

Briefly, here's why we might be wrong about our intuitions about romantic partnerships as such being unilaterally rescindable.

It might be, as an empirical matter, that our intuitions about the rescindability of romantic partnership as such hang on having encountered many conditionalized romantic partnerships. For instance, it might be that in a culture where monogamy is hegemonic, maintaining exclusivity in a romantic partnership is a voidability condition of a great many such partnerships. There may well be a great many voidability conditions that are operative in the romantic partnerships we encounter regularly just as a matter of the cultural context in which we live. In a world like this, it may look like the very nature of the 'romance' in romantic partnership carries along with it one or more voidability conditions. If it is the case that, say, a mononormative conception of romantic partnership is doing such work on our intuitions, it will of course seem obvious that romantic partnerships can be unilaterally rescinded. As I have said, however, I wish to see if romantic partnerships are in principle unilaterally rescindable. For this purpose, then, I wish to hold aside our intuition that there are various cases where one would be justified in unilaterally terminating a romantic relationship—these cases I am going to couch under voidability/voiding conditions.

This said, it could be that our intuitions track the messiness of our actual conception of romantic partnership in a way that makes P1 true. It might be the case that a concept of romantic partnership which tracks how these partnerships exist in the world really does admit of unilateral rescinding—perhaps all romantic partnerships have voidability conditions built into them, for instance. It's not clear this is the case, but were it to be true I would call it the operative concept explanation of the truth of P1: P1 is true by virtue of the kind of world we live in, not by virtue of our analytic conception of partnership. This said, I press on to consider a concept of romantic partnership that isn't contingently conditional.

What we get if we (1) hold off our intuitions about pre-installed voidability/voiding conditions (e.g. monogamy conditions), (2) bracket cases where the commitment lapses (e.g. when a partner dies), (3) take seriously that joint commitments cannot be unilaterally rescinded (i.e. accept the reasoning I provide above), and that (4) romantic

partnerships are a joint commitment just like any other, is the conclusion that romantic partnerships cannot be unilaterally rescinded at least in principle, though there may be empirically few such cases given the empirical prevalence of voidability/voiding conditions.

Of course, in a genuine situation of romantic break-up, it seems trivial to speak of one's standing to demand that the person doing the dumping live up to their duties as a romantic partner—we expect there to be reasons the dumping party has for leaving, especially if they aim to do so in a unilateral rather than mutual way. The fact that one prioritizes other reasons for action over the reason one has to go along with a commitment, however, does not by itself dissolve the normativity of the commitment.

A way out

A way out

Basic romantic partnership:

P1 Joint commitments cannot be rescinded unilaterally.

P2 Romantic partnership cannot be rescinded unilaterally.

Conditional romantic partnership:

P1_R Given a joint commitment includes at least one condition which allows for unilateral rescinding, that commitment can be rescinded unilaterally.

P2_R Given a romantic partnership includes at least one condition which allows for unilateral rescinding, that partnership can be rescinded unilaterally.

Allow me to review how far we've come.

At the outset I raised a puzzle arising from bringing together one aspect of an appealing philosophical view about the normativity of joint commitment (P1, that joint commitments cannot be unilaterally rescinded) and an intuition about romantic partnerships (P2, that romantic partnerships can be unilaterally rescinded). Given the construal of non-rescindability as a necessary condition of joint commitments, it looked like we ended up with C1, that romantic partnerships (at least on our initial intuitions) were not joint commitments.

Along the way, I've made various arguments in favour of thinking about both joint commitment and romantic relationships in specific ways, and also suggested that the basic sense of romantic partnership does not admit of unilaterally rescindability, the perhaps empirically common case of romantic partnerships have conditions built in by which partners can unilaterally rescind their commitment.

Given those arguments were convincing, we can reformulate the original premises into two related pairs, one regarding basic commitments and another regarding conditional commitments. First, the premises regarding basic romantic partnerships now looks like this:

And plugging in conditional commitments I've discussed would look like this.

Now, the folk do not speak this way. It seems common enough that the folk conception of romantic partnership is consistent with P2_R rather than P2, and so the operative concept for romantic partnerships may often refer to conditional romantic partnerships. Nevertheless, our distinction allows that we need not bite the bullet on C1 (that romantic partnerships are not joint commitments as such). Instead, given either P1 and P2 or P1_R and P2_R, the non-rescindability feature of joint commitment holds for romantic partnerships, save where (as with joint commitments in general) a further condition allows that they be rescinded in a unilateral way. What, then, of

unilateral break-ups? Do they happen, and if so, do they constitute a unilateral rescinding of one's commitment to the partnership?

It seems clear enough that people act as though unilateral break-ups happen (that is, they act as though the partnership has ended). We have a Gilbertian story about this: whatever the normativity of the commitment, the persistence conditions of the partnership fail, and so the commitment itself dissolves. I've suggested here, however, that rescinding one's commitment is a different matter from merely causing a partnership to dissolve.

Broad suggestions for the future

Imagine, if you will, being convinced by this argument. It seems perfectly fine to think it generalizes: there are, it seems to me, many many joint commitments out in the world and those commitments may be conditionalized.

I tend to think that this way of thinking about joint commitments from what I've experienced as a very *high* rate of resistance to the very idea of joint commitment itself. When introducing the idea of the normativity of joint commitment, I find 50% (if not more) of those listening immediately resist the standard examples (e.g. of walking together) because of intuitions then have about the conditional nature of commitment—the classic Gilbertian story seems too strong to them. If we can allow that commitments may often be conditionalized despite the analytic basis of those commitments being non-rescindable, that can go a long way to reconciling competing folk sense of the normativity of commitment.

Thank you!