



The Right to Associational Freedom and the Scope of Relationship-Dependent Duties

Monika Betzler¹

Accepted: 1 June 2022 / Published online: 8 July 2022
© The Author(s) 2022

Abstract

Humans have a fundamental need to belong. This, need, as Kimberley Brownlee argues in her book *Being Sure of Each Other* grounds the human right against social deprivation. But in addition to having a human right against social deprivation, we also have a right to associational freedom, which is grounded in our right to autonomy. We cannot be forced into relationships; we are free to choose our friends and loved ones. In this paper I discuss what our right to associational freedom morally permits us to do when are already in an intimate relationship and, relatedly, what our relationship-dependent duties require of us in such cases. What exactly are the constraints on our right to associational freedom? And what is the content and scope of our relationship-dependent duties, given that our right to associational freedom conflicts with the fulfillment of these duties? After providing some clarifications as to how we should understand intimate relationships that have ended, I will first highlight what relationship-dependent duties are and how they correlate with a right to associational control. I will then discuss several break-up scenarios, the aim of which is to determine the conditions that justify constraints being imposed on the right to associational freedom and to delineate the scope of relationship-dependent duties.

✉ Monika Betzler
monika.betzler@lrz.uni-muenchen.de

¹ Chair V for Practical Philosophy and Ethics, Faculty 10 for Philosophy, Theory of Science and Studies of Religion, Ludwig-Maximilians-Universität München (LMU), Geschwister-Scholl-Platz 1, 80539 München, Germany

1 Introduction

Humans have a fundamental need to belong. This need, as Kimberley Brownlee so eloquently argues in her book *Being Sure of Each Other*¹ grounds the human right against social deprivation. But not only do we have a fundamental need for a minimum amount of decent human contact, we also have an important need to belong to *someone in particular*. Our needs for ‘persistent association’,² for deep, emotional connections as well as for meaningful opportunities with which we can sustain the people we care about suggest that, more often than not, our fundamental need to belong is particularly well served by our most intimate relationships, such as those between parents and children, romantic partners, or close friends. It is these kinds of intimate relationships that are of particular importance to us as we tend to consider that our lives are going well and not just meeting a minimum standard when we have deep and emotional relationships with others.³ This does not imply that our social needs can *only* be met when we have intimate relationships with other people,⁴ although it does explain why we do *not* have a human right to have specific kinds of intimate relationships with a particular person. Intimate relationships, however, supply us with distinct kinds of goods that no other kind of relationship can provide in the same way and with the same depth and stability.⁵ Whatever the differences between different kinds of intimate relationships,⁶ they all give us a specific type of care, concern and love that is not generated by other social connections; their value for a life well lived is, therefore, unique.

In addition to having a human right against social deprivation, and thus a right to have our fundamental social needs met, we also have a right to associational freedom, which is grounded in our right to autonomy. We cannot be forced into relationships; we are free to choose our social connections, our friends and our loved ones. Interestingly, however, Brownlee argues that we do *not* have a general moral permission to associate as we please. If another person has special claims on us or if her social needs cannot be met by others, ‘then we have a duty to associate with *her*’.⁷ As a result, and in general, the right to have our social needs met is weightier than the right to associational freedom. This weight is grounded in the fact that a general permission to associate as we please cannot be universally adopted. Rather, we have a duty to acknowledge the social claims that others can have on us.⁸

There is a tension between this claim, however, and another claim that Brownlee makes in her book about our ‘deep interest against forced association and forced

¹ See Brownlee 2020.

² Brownlee 2020, 2.

³ The significance of intimate relationships for a life well lived is confirmed by psychological studies. See, e.g., Seligman 2002.

⁴ See Brownlee 2020, 97, who refers to the importance of momentary non-associative interactions.

⁵ As Brownlee 2020, 67, notes: ‘We crave personalized recognition. [...] We want a regular place in someone’s calendar and mind. We want a meaningful chance to be important to someone.’

⁶ For such differences, see, e.g., Betzler (forthcoming).

⁷ Brownlee 2020, 141 and 152.

⁸ See Brownlee 2020, 140 ff.

dissociation’.⁹ The example of conjoined twins serves as an example to support this other claim:

[O]ne conjoined twin might seek to be separated from her sibling without the other’s consent, thereby radically redefining her sibling’s sense of identity as well as her associative position. Provided that the separation does not threaten the non-consenting twin’s life, we might privilege the exclusivity claim of the twin seeking separation, despite its moral wrongness. We would do so, however, for the sake of both twins, not just the excluding twin, since the non-consenting twin’s interests are probably ill-served by remaining conjoined to someone who wishes to be separated from her.¹⁰

Brownlee concedes that such cases are ‘morally messy’¹¹: while we have a general duty to associate with a stranger if her social needs cannot be met by anyone else, we have a right to dissociate from an intimate, even if by reclaiming this right we might render the other party vulnerable to various kinds of wrongs and harms.

This tension between our general duty to associate with a stranger whose social needs are not being met and our right to dissociate from particular people with whom we are already involved in an intimate relationship is at variance, however, with an intuitive assessment of such cases. Whereas it would be more natural to think that we have a special relationship-dependent duty *not* to dissociate from someone to whom we are already committed, intuitively we do not seem to think that we have a general duty to associate with a stranger, even when that person’s needs cannot easily be met by anybody else.

In this paper I will discuss more thoroughly what our right to associational freedom morally permits us to do when we are already in an intimate relationship and, relatedly, what our relationship-dependent duties require of us in such cases. What exactly are the constraints on our right to associational freedom? And what is the content and scope of our relationship-dependent duties, given that our right to associational freedom conflicts with the fulfilment of these duties?

To that end, I will focus on a particular kind of intimate association, namely long-term romantic relationships that have broken down. What does the person leaving owe to their soon-to-be ex-partner? How does the right to associational freedom that the person leaving is reclaiming relate to the right of the other person to, as I call it, ‘associational control’?

Brownlee discusses the case of divorce only in passing:

When parents divorce, the family’s associational arrangements change drastically, and possibly wrongly, but nonetheless the parents’ associational freedom

⁹ Brownlee 2020, 141.

¹⁰ Brownlee 2020, 148.

¹¹ See Brownlee 2020, ch. 7.

protects them in terminating their own intimate association with each other. That said, such decisions can be morally messy (i.e. defy a principled analysis).¹²

Whereas Brownlee is interested in the subject of divorce when it involves children – where the right to associational freedom can be overridden by the rights of children to that particular association – my interest lies with romantic partnerships *per se*, because even in cases where no children are involved, our right to associational freedom clashes with certain relationship-dependent duties that the party deciding to leave continues to owe to the other party. I examine, therefore, a number of different cases in order to establish what we are morally required to do if we are to secure but also restrict this right and to ascertain in which cases relationship-dependent duties might justify the restriction of the right to associational freedom. My aim is thus not only to complement Brownlee’s study of ‘morally messy’ cases but also to offer guidance on how best to deal with them by focusing on the case of break-ups.

After providing some clarifications as to how we should understand romantic relationships that have ended, I will first highlight what relationship-dependent duties are and how they correlate with a right to associational control. I will then discuss several possible break-up scenarios, the aim of which is to determine the conditions that justify constraints being imposed on the right to associational freedom and to delineate the scope of relationship-dependent duties. In conclusion, I will show how, although the breaking up of a romantic relationship can certainly be described as a ‘morally messy’ case, it certainly does not always ‘defy’ a principled analysis.

2 Relationship-dependent duties and the right to Associational Control

Before I proceed, a few further clarifications are in order. First, when I speak of ‘break-up’ I refer to the ending of a long-term, committed relationship between two parties. It includes divorce, but it does not presuppose the legal institution of marriage. Instead, I am interested in the termination of a romantic relationship which, for reasons of simplicity, I will refer to as a relationship ‘break-up’.¹³ Second, I will focus on the situation where one partner decides to terminate the relationship without the consent of the other, which I will call a one-sided break-up in this paper. There is usually one partner who initiates the break-up (which I refer to as the departing party); indeed, it is empirically rare for couples to end their relationship by mutual agreement. As a result, there is one partner (the remaining party) who is particularly vulnerable to the other’s decision to end the relationship.¹⁴ My focus on one-sided break-ups suggests neither that a break-up should be avoided, nor that the remaining party does not have any duties to the departing party. It takes two to end a relationship and it might well be the case that the departing party can justify their decision to end the relationship as it is grounded in their right to associational freedom. The intention

¹² Brownlee 2020, 148.

¹³ This could be an intimate relationship between two partners of any gender.

¹⁴ This is corroborated by psychological research. See, e.g., Allen and Hawkins 2017, 58.

of this paper is to concentrate on the duties that a departing party has on account of the unilateral decision to leave the other party in what we can think of as ‘standard’ or non-abusive relationships.

Third, when I refer to ‘romantic relationships’, I refer to the intimate, committed, diachronic relationships between two people which are characterised by interconnected chains of behaviour, actions and attitudes with respect to each other.¹⁵ The parties involved share a robust history with a certain degree of engagement; the relationship, at its inception at least, was meant to be permanent.¹⁶ By the qualifier ‘romantic’, I merely mean to convey that the relationship is such that the parties involved regard each other as intimates and care for each other. Fourth, I will disregard additional ethical challenges, such as those surrounding children affected by their parents splitting up and those connected to intimate relationships between more than two people.

With these clarifications out of the way, I will now turn to relationship-dependent duties. To better understand how to delineate the scope of the departing party’s right to associational freedom, we first need to clarify what relationship-dependent duties are and, relatedly, determine which rights of the remaining party might be violated.

There is a long-standing debate on relationship-dependent duties and, more importantly, what precisely grounds them. In contrast to general duties that we owe to everyone in virtue of their intrinsic worth, relationship-dependent duties are special duties.¹⁷ They are directed and agent-relative. That is, we owe them only to particular people and, typically, they can only be discharged by the duty-holder. Relationship-dependent duties are so-called duties of partiality, that is, typically they require of us that we do more for our intimates than for strangers and that we co-create relationship goods with them.

Some think that relationship-dependent duties can be reduced to other special duties, such as the duty to fulfil one’s promises or commitments, the duty to repay the debts one has incurred, the duty to compensate someone for the harm one has done them or the duty to meet the expectations that one has instilled in another person.

Others, by contrast, maintain that relationship-dependent duties cannot simply be reduced to these more familiar kinds of interactional duties (which are grounded in general moral principles). According to a non-reductionist view, it is the particular relationship and history that the partners share with one another that should explain relationship-dependent duties.¹⁸ Accordingly, relationship-dependent duties are special because they capture what we owe to our partner *qua* partner and not only because we have made a promise, incurred a debt, caused harm or given rise to expectations. There are various ways to spell out what exactly it is about my partner that grounds these duties, whether it be the partner’s distinct value or the shared intimacy.¹⁹

¹⁵ See Tsai 2016, 168; see also Owens 2012, 97–98.

¹⁶ This precludes ‘trial relationships’ or relationships that are only likely to last a short time (e.g. during a year spent studying or working abroad).

¹⁷ See Jeske 2019 for a discussion on special duties.

¹⁸ See, e.g., Wallace 2012, 176–192, for an overview of this debate.

¹⁹ See Keller 2013 for the various ways in which certain goods ground relationship-dependent duties.

As much as there is something to be said for holding a non-reductionist view of relationship-dependent duties,²⁰ ending a relationship does not typically lie within the scope of these duties. Indeed, the very act of breaking up seems to amount to a violation of the relationship-dependent duties that we come to acknowledge when we begin a particular relationship. This conclusion seems a bit hasty, though. Samuel Scheffler, for example, is careful to point out that relationship-dependent duties are not grounded in the particular relationship *per se* but in the reasons that the parties to that relationship have to value it.²¹ However, what about those cases in which one partner wants to split up simply because they no longer value the relationship (or value it less than other things of value), even though there may still be reasons for continuing it?

This is where we have to look more closely at the departing party's right to associational freedom. If we suppose, as I think we should, that the decision to terminate a relationship can be grounded in the departing party's right to associational freedom, then we still cannot infer that this right simply outweighs the relationship-dependent duties that the departing party once acknowledged in light of the reasons they had to value the particular relationship.

Even though romantic relationships are defined, in part at least, by the mutual vulnerability of the partners involved,²² a one-sided break-up unfairly exacerbates the vulnerability of the remaining party. On the one hand (and provided it is a non-abusive relationship), this party has come to trust their partner and thus believe that their own vulnerabilities to a breach of trust will not be exploited. On the other hand, the remaining party has come to depend on the provision of particular relationship goods, which have shaped, in part at least, their practical identity – such as a particularly strong kind of recognition, company, mutual love, sexual intimacy and fidelity²³ as well as the shared burdens and responsibilities of living together.²⁴ Given that the remaining party has enjoyed many of these relationship goods over time, a break-up not only renders them particularly vulnerable to the loss of these goods, it also increases the likelihood of losing their sense of self and their self-esteem.²⁵

As a result, and to the extent that the remaining party is confronted with a breach of trust, feelings of rejection, the loss of a secure and stable provision of relationship goods as well as a threat to their practical identity,²⁶ they are burdened with the loss of *associational control*. To the extent that the remaining party has a need for associational control grounded in their fundamental need to belong to a particular person,

²⁰ For reasons of space, I cannot discuss this subject in detail here, but will simply take it as read that the non-reductionist view can explain that there are relationship-dependent duties that go beyond mere interactional ones. See, e.g., Scheffler 1997, 189–209; Jeske 2008, ch. 7; Seglow 2013, chs. 1 and 2.

²¹ See Scheffler 1997, 197.

²² Brownlee 2020, 13; cf. Tsai 2016, 170.

²³ McKeever 2020 points out that infidelity is tied to the norm of monogamy, which need not be upheld by a couple. Depending on the particular relationship norms to which a couple subscribes, the relationship goods they co-create can vary.

²⁴ For a relationship goods account, see Seglow 2013, chs. 1 and 2.

²⁵ See Lopez-Cantero 2018, 701 f. Brogaard 2015, 12–38, discusses empirical research on divorce.

²⁶ See Lopez-Cantero and Archer 2020, 521–523.

and provided that many of these goods cannot easily be replaced by someone else, the departing party places a burden on the remaining party by their decision to end the relationship. The departing party therefore acquires *residual* relationship-dependent duties. These duties are residual as they are a remainder of the relationship-dependent duties that both parties once acknowledged as a result of having once had reason to value their relationship.²⁷ As the departing party is in a position of power with regard to the remaining party's associational control, the departing party acquires a residual duty to their former partner, which is to protect the latter from being exploited because of the former's power over the latter.

These residual duties are special duties in that the departing party – for the most part at least – continues to be uniquely placed to ensure that the ill effects which the remaining party might suffer on the withdrawal of these goods are mitigated. And they are duties that the departing party owes to their soon-to-be-ex-partner on account of the close relationship they previously shared and had reason to value.

Once we understand more clearly that former, long-term partners owe each other residual relationship-dependent duties and that these duties are grounded in the remaining party's right to associational control, we will be in a position to examine more closely what these duties require and how they can restrict the departing party's right to associational freedom.

3 Restricting the right to Associational Freedom

I will now discuss a number of different scenarios in order to determine which of the various ways to exercise the right to associational freedom can violate the remaining party's right to associational control. To be sure, reclaiming a right to associational freedom by deciding to end a relationship is, more often than not, a distressing and traumatic experience, particularly for the remaining party. But there are important differences in *how* the departing party can reclaim their right to associational freedom. Consider the following scenario:

Amy and Ben

Amy and Ben have been a couple for two years and all seemed fine. At least, this is what Ben thought. One day, however, Ben gets home from work and finds a note from Amy saying that she has left him. She no longer wants to be with him and feels it was time for her to move on. She adds that he should not try to call her, since she regards the relationship as over.

There clearly seems to be something amiss here. Amy did not inform Ben earlier about her feelings and she did not give him any chance to respond. Unsurprisingly, Ben is shell-shocked; he cannot stop going over what he might have done wrong and why he failed to notice that Amy was unhappy. So, what is it that he could justifiably blame Amy for, and why?

²⁷ See Brummer 1976, 168. See also Dixon 1995, 77–87.

Given that Amy no longer feels that she has any overriding reasons to value her relationship with Ben, she acquires residual relationship-dependent duties to inform Ben in a satisfactory manner about her change of heart. This duty is residual as it is a remainder of her previously acknowledged relationship-dependent duty to provide Ben with different kinds of specific relationship goods.²⁸ Discharging this duty to notify Ben of her plans is crucial, since Ben needs to be able to learn why Amy no longer feels that she has any reason to value their relationship. Not truly understanding her reasons for leaving him could lead to him bearing unfair affective and epistemic burdens: he might worry unduly about what had been going on and he might have difficulty processing the reasons that led Amy to leave him. To the extent that her break-up substantially affects his life and his practical identity, his right to associational control entails that Amy should share her reasons with him and give him the opportunity to respond and assess these reasons.

The residual relationship-dependent duty to inform the other partner of one's feelings and intentions and to give the other a say does not, however, sufficiently explain how the departing party's right to associational freedom should be restricted. Consider the following case:

Chuck and Charlie

Chuck and Charlie have been together for several years and have both enjoyed their time together. Chuck now finds himself, however, experiencing a midlife crisis. He is hungry for change and does not believe that Charlie is the love of his life. He therefore sits down with Charlie for a serious conversation, informs him about his crisis and desire for change, allows Charlie to respond and object, but ultimately tells him that he owes it to himself to end the relationship and seek out new adventures.

Even though Chuck gives Charlie his reasons for wanting to end their relationship and lets him have his say, there may still be something morally problematic in Chuck's decision to leave. Even though Charlie has every right to object to what Chuck has told him, there is a clear sense that Chuck's decision has been made without Charlie. Chuck does not give his relationship with Charlie a second chance. It therefore still seems morally amiss to reclaim one's right to associational freedom solely by informing the other party of one's decision to leave and giving that party the opportunity to respond, but all the while remaining determined to leave and refusing to consider the other party's reasons for continuing the relationship.

By not attempting to save the relationship, Chuck violates Charlie's right to associational control: Charlie has come to trust in Chuck's robust acknowledgement of his relationship-dependent duties and thus in Charlie's commitment to the reasons for valuing their relationship. Because of this commitment, Chuck has a duty to try and revive his relationship with Charlie if the reasons for valuing it seem to have disap-

²⁸ See Gardner 2011, whose 'continuity thesis' provides an intriguing explanation for residual duties, or, as he calls it, the 'obligation-in, obligation-out' principle: 'The normal reason to pay for the losses that one wrongfully occasioned, according to the continuity thesis, is that this constitutes the best still-available measure of conformity with the reason that one did not conform in committing the wrong' (ibid., 45).

peared.²⁹ And this suggests that he should give their relationship another chance by attending to the reasons for valuing it, by continuing to co-create relationship goods that demonstrate those efforts and by providing each other with reasons to value their relationship again.

The next case highlights that this latter condition – that is, the residual relationship-dependent duty to give the relationship (and the other party) another chance – is still not sufficient to properly restrict the departing party’s right to associational freedom. To bring this out consider:

Debra and Doris

Debra has become frustrated with her partner Doris. She has told Doris about her frustrations and thus given her a chance to respond more effectively to her needs so that there continue to be reasons for Debra to value their relationship. Nothing, though, seems to have changed for the better. So, one day Debra tells Doris that she cannot see that their relationship will ever pick up again, Doris’s efforts notwithstanding. Debra claims that she has simply fallen out of love with Doris and that she no longer has any reason to value the relationship. As a result, Debra wants to split up.

In this particular case Debra has fulfilled her residual relationship-dependent duty by telling her partner about her frustrations, giving her a chance to respond and making an effort to recover the reasons for which both parties once valued the relationship. But one might still wonder whether the fact that one has ‘simply fallen out of love’ is a sufficient reason to reclaim one’s right to associational freedom. After all – and as Brownlee herself observes – we have more control over our emotions than meets the eye. We can create situations which are more likely to foster or replenish loving emotions and we can become aware that our occurrent emotions are not always reliable guides to what we really want.³⁰ Hence, Debra’s acknowledgement of her relationship-dependent duties to Doris not only requires that Doris is given a second chance, but also that Debra has a residual relationship-dependent duty to try and fall back in love with Doris if that love has faded. It is not only up to Doris to do this. Debra, too, needs to make an effort to revive her relationship. However, even this condition – the residual relationship-dependent duty for both parties in a relationship to try and save the relationship – is not sufficient to fully delineate the scope of the right to associational freedom. Consider the following scenario:

Eve and Ethan

Eve and Ethan have been a couple for a long time, but Eve feels that her daily routines are killing her passion for life and for her partner. To revive her relationship with Ethan, she embarks on a secret affair, which she believes will rejuvenate her and will not have any adverse effects on Ethan. She feels that she is not depriving Ethan of anything as she continues to share her life with

²⁹ As Shpall 2014 eloquently explains, commitments are particularly stringent, albeit *pro tanto*.

³⁰ Liao specifies the various ways in which we can control our emotions. See Liao 2015, ch. 4.

him and meets his needs. She even hopes that Ethan might pick up on her new passion for life.

Eve violates Ethan's right to associational control in the way she makes use of her right to associational freedom. By betraying Ethan, she fails to create the appropriate conditions for restoring the reasons she once had for loving Ethan, thereby undermining her residual relationship-dependent duty to attempt to save her relationship with Ethan. She also fails in her residual relationship-dependent duty to tell Ethan about how she feels their relationship is going. We all have a general duty – *pro tanto* at least – not to deceive and betray others. But once we have come to acknowledge relationship-dependent duties, we also acquire a residual relationship-dependent duty, which is grounded in the other party's right to associational control, *not* to deceive the other party with regard to the once-acknowledged co-creation of relationship goods the continued provision of which they have become vulnerable to.³¹ By pretending to continue to provide these goods, Eve makes Ethan epistemically vulnerable. Because of Eve's deception he is hard put to access the reasons he has for no longer valuing his relationship with Eve. Ethan is thus doomed to a life built on reasons for valuing a relationship that he does not have.

As a result, we can conclude from these four cases that there are, to a greater or lesser extent, morally problematic ways of making use of one's right to associational freedom, taking into consideration that both parties in a romantic relationship once mutually acknowledged that they had reasons to value their relationship by responding to specific kinds of relationship-dependent duties. These scenarios demonstrate that one cannot reclaim one's right to associational freedom and end a romantic relationship without ensuring that the remaining party's right to associational control has not been violated. This suggests that the right to associational freedom needs to be restricted in light of the other party's right to associational control. If the right to associational freedom is to be restricted, then the departing party will have to acknowledge their residual relationship-dependent duties to try and ensure that the vulnerabilities of the remaining party are not unfairly exacerbated.

The remaining party who is affected by the departing party's unilateral decision to end the relationship therefore has a right to expect: (i) that they are informed in good time of the other party's intention to discontinue valuing the relationship; (ii) that they are given a say and are thus authorised to object to the other party's decision to leave;³² (iii) that the relationship is given a second chance and that appropriate efforts are made by both parties to respond to and cultivate reasons for valuing the relationship (and the other person) again; and (iv) that the other party is honest in important relationship-relevant matters.

Only when these conditions have been met can the departing party have a reason to make use of their right to associational freedom. They might still cause distress – as being walked out on is a painful experience – but they will not violate the remaining party's right to associational control in the way they reclaim their right to associational freedom. This right of the remaining party should thus help to delineate

³¹ See Hurka 2017, 174.

³² See Gilbert 1990, 1–14.

the scope of the departing party's right to associational freedom and highlight the fact that the latter cannot do whatever they like when they end the relationship.

What remains to be discussed is the extent to which the departing party must meet the required residual relationship-dependent duties. What if the break-up affects the remaining party in particularly bad ways? Brownlee mentions that it cannot be in a couple's interest if the departing party is forced to stay in a relationship against their will.³³ While this might be true in many cases, are there not cases where the burden of a break-up is so great for the remaining party that the departing party might have a duty to stay? In order to examine this issue, we will consider two more scenarios:

Fanny and Fred

After many difficult conversations, Fred decides to leave Fanny. Fanny is addicted to alcohol and Fred has done all he can to help her overcome her addiction – but to no avail. Fanny, however, desperately needs Fred or so it would seem. Not only has she always been able to count on him when she was going through particularly bad times but he is her one remaining intimate – over the course of the years she has become estranged from all her other friends. So how on earth could she carry on without Fred?

Brownlee emphasises that in general people only have rights *in rem*, not rights *in personam*³⁴: that is, we all have a right to be aided but not a right for a particular party to aid and alleviate the kind of social deprivation we might be enduring – in this case, the particular sense of loss and isolation following the break-down of a long-term relationship. Brownlee therefore claims that we have a conditional right to rebuff people, provided that their basic interactional needs are met.³⁵ But does this claim carry over to romantic relationships? After all, the remaining party's associational needs *cannot* easily be met by someone else. It takes time to realise the intimacy and close bond of a romantic relationship.³⁶

This fundamental need for a deep bond cannot be assigned to just anyone and it cannot be compensated by everyone. It seems that it can only be fulfilled by one's partner. So, does it follow that the departing party's right to associational freedom – however restricted by the remaining party's right to associational control – can be overridden by the latter's particular associational needs? Could the departing party have a duty to fulfil the needs which result from that particular relationship?

Despite the difficulties that Fanny might experience living without Fred, they cannot ground Fred's relationship-dependent duty to stay with Fanny. One reason is that these difficulties would not necessarily be alleviated by Fred staying in the relationship. It would arguably be more beneficial for Fanny to seek the help of alcohol addiction experts. Another and potentially stronger reason is that Fanny's addiction implicates Fred in Fanny's addictive behaviour and thus it has the potential to wrong him by robustly undermining his autonomy. As a result, an addiction – how-

³³ See Brownlee 2020, 147–148.

³⁴ Brownlee 2020, 112.

³⁵ See Brownlee 2020, 115.

³⁶ Brownlee 2020, 25, refers to this herself.

ever severe – cannot ground the relationship-dependent duty of Fred to stay in a relationship.

One could argue that Fanny bears, in some sense at least, some responsibility for her addiction and the particular dependency it creates, so it would be unfair of her to shift the burden of behaviour onto Fred. But what about a scenario in which the remaining party does not seem to be responsible for the suffering caused by the harmful effects of a break-up? Consider:

Gilbert and George

After a long period of trying to revive their relationship, Gilbert informs George that he wants to leave him. George is crestfallen; in fact, he is traumatised. The break-up brings to mind terrible childhood memories of the time his mother abandoned her family. George has become emotionally dependent on Gilbert and does not see how he can live without him. He even contemplates taking his own life.

Again, even though the break-up will probably affect George quite badly and create a situation that no one but Gilbert can alleviate, it also cannot ground the relationship-dependent duty of Gilbert to stay with George. Even if Gilbert did help to fulfil George's strong need for company and affection, it would be better for George if he dealt with his emotional dependency. Moreover, in analogy to the addiction case, George's strong emotional need for Gilbert cannot override Gilbert's right to associational freedom.

As a result, neither of these two cases – no matter whether the person most affected by the break-up is directly responsible for its particularly harmful effects on them or not – can take precedence over the other party's right to associational freedom. Additional residual relationship-dependent duties may, however, need to be faced in the case of both parties seeking to terminate a relationship. Given the particularly heavy burden that break-ups put on the remaining parties, departing parties have a residual duty – that is, a duty residing in the fact that their legitimate choices have particularly negative effects on the remaining parties and that they had once mutually acknowledged reasons to value their relationship – to find other people to help the remaining parties cope with the burden. In the case of Fanny's addiction, Fred might fulfil a residual duty by bringing her to an alcohol rehab centre. In the case of George's emotional dependence, Gilbert has a residual duty to talk to friends to see whether they can take over some of the special duties that Gilbert once carried out.

In light of these two cases, it would seem that we do not have a relationship-dependent duty to stay in a relationship, even if the burden of the break-up would have a particularly negative effect on the remaining party. However, consider the following scenario:

Hannah and Heather

After many unsuccessful attempts to mend their relationship, Heather informs Hannah that she does not want to carry on any more and thinks that they should split up. But Hannah has recently been diagnosed with cancer and is due to

undergo surgery. Although her doctors have been unable to give her a definite prognosis, it is clear that the treatment might not be successful.

On first inspection, this might strike us as a case that could potentially ground a duty for the two parties to stay together. The action of walking out on Hannah in such circumstances would seem to expose her to two forms of hardship that could potentially multiply each other: the harmful effects of a serious illness, including the side effects of its treatment, and the harmful effects of the end of a long-term relationship, with the latter likely making it harder for Hannah to cope with the former. We might, therefore, legitimately accuse Heather of being cold-hearted and inhumane if she chose not to stay and provide Hannah with important relationship goods at such a vulnerable time in her life. There are two reasons for this: not only would the break-up place a particularly heavy burden on Hannah in such circumstances, but, unlike Fanny and possibly George, she is also clearly not at fault. However, does Hannah's lack of responsibility for her illness (together with the fact that Heather's departure would cause Hannah much hardship and distress) explain Heather's duty to stay with Hannah? On closer inspection, this does not seem to be the case either. After all, the relationship has not worked out and the diagnosis of Hannah's illness does nothing to undo this. Heather might have a residual relationship-dependent duty to put aside her right for associational freedom and temporarily assist Hannah during her treatment, especially if no other person close to Hannah can step in to help. The duty is residual as it arises from the fact that Heather once had reasons to value her relationship with Hannah and from the seriousness of Hannah's illness and her urgent need for affection and care. Perhaps this residual duty is defeasible, but it would certainly demonstrate Heather's compassion if she stood by Hannah at this particularly difficult stage of her life.

Although these examples might not be exhaustive, they do make it clear that, in many cases at least, the difficulties that a break-up can have on the remaining party does not restrict the scope of the departing party's associational freedom. Rather, it identifies the additional residual duties that can result from the relationship-dependent duties the parties once had to each other.

4 Conclusions

I hope to have shown that the break-up of a romantic relationship is indeed surrounded by moral messiness. But once we elucidate the residual relationship-dependent duties involved in break-ups and delineate their scope on account of the remaining party's right to associational control, we can provide some guidance as to how the departing party's right to associational freedom should be limited. We can thus alleviate, to some extent at least, the tension that exists between the remaining party's right to associational control and the departing party's right to associational freedom.

In *Being Sure of Each Other*, Brownlee examines how the wrongful conditions of starting an intimate relationship (for example, through forced marriage) can lead us to acquire rights to the relationship. I, by contrast, have analysed how using one's right to associational freedom can, in the case of relationship break-ups, wrong the

remaining party. Whereas Brownlee focuses on cases where wrongs can generate rights, I have examined cases where rights can generate wrongs. I hope my analysis acts as a complement to Brownlee's work.

There are circumstances in which the departing party of a romantic relationship might place a particularly heavy burden on the remaining party. They may then be morally required to put aside their right to associational freedom. This shows that we cannot fully undo the moral messiness that surrounds intimate relationships and which Brownlee so forcefully highlights. My aim, though, was to argue that these relationships do not fully 'defy' a more principled analysis.³⁷

Funding Open Access funding enabled and organized by Projekt DEAL.

Open Access This article is licensed under a Creative Commons Attribution 4.0 International License, which permits use, sharing, adaptation, distribution and reproduction in any medium or format, as long as you give appropriate credit to the original author(s) and the source, provide a link to the Creative Commons licence, and indicate if changes were made. The images or other third party material in this article are included in the article's Creative Commons licence, unless indicated otherwise in a credit line to the material. If material is not included in the article's Creative Commons licence and your intended use is not permitted by statutory regulation or exceeds the permitted use, you will need to obtain permission directly from the copyright holder. To view a copy of this licence, visit <http://creativecommons.org/licenses/by/4.0/>.

References

- Allen, Sarah and Alan J. Hawkins. 2017. 'Theorizing the Decision-Making Process for Divorce or Reconciliation', *Journal of Family Theory and Review* 9, 50–68.
- Betzler, Monika. 'Friendship and Family', in: Diane Jeske (ed.): *The Routledge Handbook of Philosophy of Friendship*. London: Routledge (forthcoming).
- Brogaard, Berit. 2015. *On Romantic Love: Simple Truths about a Complex Emotion*. New York: Oxford University Press.
- Brownlee, Kimberley. 2020. *Being Sure of Each Other: An Essay on Social Rights and Freedoms*. New York and Oxford: Oxford University Press.
- Brummer, James J. 1976. 'The Structure of Residual Obligations', *Journal of Social Philosophy* 27, 164–180.
- Dixon, Nicholas. 1995. 'The Friendship Model of Filial Obligations', *Journal of Applied Philosophy* 12, 77–87.
- Gardner, John. 2011. 'What is Tort Law For? Part 1. The Place of Corrective Justice', *Law and Philosophy* 30, 1–61.
- Gilbert, Margaret. 1990. 'Walking Together: A Paradigmatic Social Phenomenon', *Midwest Studies in Philosophy* 15, 1–14.
- Hurka, Thomas. 2017. 'Love and Reasons: The Many Relationships', in: Esther Engels Kroeker and Katrien Schaubroeck (eds.), *Love, Reason and Morality*. New York and Abingdon, Oxon: Routledge, 163–180.
- Jeske, Diane. 2008. *Rationality and Moral Theory: How Intimacy Generates Reasons*. New York and Abingdon, Oxon: Routledge.

³⁷ Many thanks to Jörg Löschke, Matt Matravers, Massimo Renzo and Simon Stromer for their helpful comments on an earlier version of this paper. I am also grateful to all those who participated in the discussion of my paper at the symposium of Brownlee's 2020 book in the framework of the 2021 APA Pacific Division Meeting. Moreover, I am indebted to the Center for Advanced Studies at LMU Munich for its generous support of my work in the context of my research group 'Relationships in Transition'.

- Jeske, Diane. 2019. 'Special Obligations', in: Edward N. Zalta (ed.): *The Stanford Encyclopedia of Philosophy* (fall 2019 edition), <https://plato.stanford.edu/archives/fall2019/entries/special-obligations>
- Keller, Simon. 2013. *Partiality*. Princeton: Princeton University Press.
- Liao, S. Matthew. 2015. *The Right to Be Loved*. New York: Oxford University Press.
- Lopez-Cantero, Pilar. 2018. 'The Break-Up Check: Exploring Romantic Love through Relationship Terminations', *Philosophia* 46, 689–703.
- Lopez-Cantero, Pilar and Alfred Archer. 2020. 'Lost without You: The Value of Falling Out of Love', *Ethical Theory and Moral Practice* 23, 515–529.
- McKeever, Natasha. 2020. 'Why, and to What Extent, Is Sexual Infidelity Wrong?', *Pacific Philosophical Quarterly* 101, 515–537.
- Owens, David. 2012. 'The Value of Duty', *Proceedings of the Aristotelian Society Supplementary Volume* 86, 199–215.
- Scheffler, Samuel. 1997. 'Relationships and Responsibilities', *Philosophy & Public Affairs* 26, 189–209.
- Seglow, Jonathan. 2013. *Defending Associative Duties*. New York and Abingdon, Oxon: Routledge.
- Seligman, Martin E. P. 2002. *Authentic Happiness: Using the New Positive Psychology to Realize Your Potential for Lasting Fulfillment*. New York: Free Press.
- Shpall, Sam. 2014. 'Moral and Rational Commitment', *Philosophy and Phenomenological Research* 88, 146–172.
- Tsai, George. 2016. 'Vulnerability in Intimate Relationship', *The Southern Journal of Philosophy* 54 (S1, Spindel Supplement: Exploitation), 166–182.
- Wallace, R. Jay. 2012. 'Duties of Love', *Proceedings of the Aristotelian Society Supplementary Volume* 86, 175–198.

Publisher's Note Springer Nature remains neutral with regard to jurisdictional claims in published maps and institutional affiliations.