

A Contract Unto Love or entering into polyamorous love with Goodrich¹

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journals.sagepub.com/home/lch**Andreas Philippopoulos-Mihalopoulos** 

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Abstract

A contract of love composed on the basis of Peter Goodrich writings on law and love. The difference, however, is that, rather than focusing on the historical paradigm of monogamous relationships and courtships, this contract caters for the “space-amongst” polyamorous lovers (A, B, C and C*) whose liaison may or may not be corporeal, but it will always include intimacy, textuality, continuous amorous education, and ethical care for all involved. Most importantly, nothing in this contract is binding, yet all contributes to the bonding of the lovers.

Keywords

love; contract; law; polyamory; affect; intimacy; Goodrich; desire; libido

This **Contract** is entered into by and amongst A, B, C and C* (hereafter referred to collectively as “the lovers”).

- 1. Purpose.** By means of this Contract, the lovers declare their intention to love one another to the extent that this love is desirable and sufficient to adumbrate the space amongst the lovers (hereafter “space-amongst”). The terms of the Contract are all promise, election and volition rather than transfer or quid pro quo. The guiding maxim is Cicero’s *Amor enim voluntarius est* (“love is rooted only in desire”).

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2. **Governing Law.** The terms of this Contract shall be governed by and construed in accordance with the libidinal laws of desire, not including its conflicts of law provisions. On interpretation of the terms of the Contract, it must be recalled that desire drives the codification of the rules contained herein. Any interpretation therefore must be performed *ad amorem*, enwrapped in the hermeneutics of desire, and for this reason never conclusive, authoritative, or objective.
3. **Governing Affect.** Erotic love does not have to bond all lovers. However, love of intimacy and the ethos of polyamory that leads to eros regenerated, imagination deepened, fantasy repeated, and minds and bodies opened, need to bond all lovers at all times.
4. **The lovers.** A, B and C are interchangeable positions of becoming elemental, and shall always operate as the basis of resistance to institutional monogamy and synthetic infidelity. Non-synthetic Three is the core of the lovers even when they are reduced to Two. C* on the other hand are always in plural, always placed in constellations of A, B, and C, and including all potential lovers (“all lovers are also potential lovers”).
5. **Identity and Severability.** All corporealities are collective in the space-amongst, yet each corporeality can slide separately and become other. Temporary pause in communication and/or proliferation of caress shall accompany such sliding apart, until regular flow amongst bodies is reinstated in the space-amongst. Unequal affective powers are to be treated with gentleness. Fragility is to be cherished.
6. **Writing.** All relationships amongst the lovers shall be textual. All textuality is flesh. All flesh is sexual. The lovers shall adhere to the Goodrichian credo “To love is to write”.
7. **Promiscuity.** Texts shall populate the space-amongst in trails of fleshy affect. Whether written or read, uttered or dreamt, exchanged in common or private chats or kept in secret, texts bind all lovers and extend invitations to C* that can read the space-amongst in a confluent way to the lovers. All text is given to the flows of the bodies, and no text, at least *prima facie*, shall ever be denied a body.
8. **Gestation of Fluids and Gases.** Neither gas nor fluid exchange are *sine quae non* for the emergence of the space-amongst. Textuality and digital visual/aurality can be deemed sufficient. However, the exchange of fluids and gas aid the collapse of boundaries and facilitate the dwelling of space-amongst, and as such is wildly encouraged.
9. **Property.** The emergence of a space-amongst is the only property of concern here, proper to all lovers and settled in an external impropriety. The space-amongst is constituted by the lovers, and in turn constitutes the lovers, expanding and shrinking along the pulsing flows of desire.
10. **Management of Property.** The space-amongst shall always be considered a space of passage and transition, a *niemensland* for dappled play and wordplay. Each lover can take up dwelling in its alcoves, co-extending their body with the air around them. Space-amongst shall at all times be considered an open space

in which the emergence of screened parlors and folded glades as instants of atmospheric emergence and synaesthetic withdrawal, shall be encouraged and nourished.

11. **Accommodating of Affects.** No affect shall be treated as undesired or rejected as extreme. Melancholy will be nourished as pivotal affect, stilling any desire to impose order and fully striate the space-amongst while accepting its inevitability. Jealousy will be held in shared imagination, stilling any desire to allow unbridled smoothness in the space-amongst. Both intimacy and abandonment fears will be treated softly. Any suffering, solitary lust, excitation, compulsion, palpitation, fever, or obsession for A, B, C, or C* will be received non-threateningly, notwithstanding the maxim that Desire Hurts, and the elemental nature of desire as unsocialisable yet shareable, amoral yet ethical, and fundamentally non-human.
12. **Intimate Violence.** All love is violent, and as such will always be in excess. Soothing text is to be preferred to incendiary text, and in any case the latter cannot be used to exclude anyone from the space-amongst. Re-eroticization of the relationship through erotic erudition is paramount. Gardens, Apps, rampant consumerism and such like, must be accepted as occasionally inevitable counteractives, while the colonial spectrality of territory, possessiveness and claim must be delegated to the realm of consensual sexual fantasy.
13. **Validity, Amendment and Revocation.** Nothing in this Contract is binding, yet all herein contributes to the bonding of the lovers. Nothing can be resolved by evocation of this Contract, yet the existence of the Contract constitutes a Minor Jurisprudence. The Contract may be amended or modified by any lover, yet the space-amongst remains a collective responsibility. This Contract may be revoked at any point even silently, based on the maxim that love precedes law.
14. **Care of the Space-Amongst** is first and foremost self-care that leads to the ethical and amorous Goodrichian dictate to follow one's desire and learn to love well.
15. **Signatures.** The signatures of the lovers represent the lovers' acknowledgement that they have been informed of their amorous rights, and their willingness to keep on educating themselves in amorous matters, remaining open to other fleshy textualities, and never knowingly stopping themselves from becoming ever deeper themselves while allowing themselves to withdraw.

Signed this ___26th___ day of ___January___, 2024.

Signature of A

Signature of B

Signature of C

Signature of C*



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Note

1. The contract author is indebted to Peter Goodrich's *Law in the Courts of Love: Literature and other minor jurisprudences* (London and NY: Routledge, 1996) and *The Laws of Love: A Brief Historical and Practical Manual* (Basingtoke: Palgrave, 2007). Thanks for contributions and comments to my textual fleshy lovers Elias Avramidis, Daniela Gandorfer, Thom Giddens, Nathan Julius, Jason Katz, Yusuf Patel.