

# Is Searlean Insincere Promise a Speech Act?\*

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In this article, I focus solely on the study of the classical definition of the speech act of promising given in the works of John Searle. In the first section, I consider the conditions and rules for the successful performance of the act of promising. The second section includes an analysis of some contradictions in Searle's approach to the insincere promise. I discuss his basic argument that insincere promises are speech acts. The third section deals with the case of a polite promise. The fourth section presents a refutation of Searle's claim to recognize an insincere promise as a promise and a speech act. In the last section, I conclude that for the 'normal' speech act of promising, the requirement of the sincerity condition 'S intends to do A' is necessary; otherwise it is not a promise at all, and thus the Searlean insincere promise is not a speech act.

**Keywords:** insincere promise, sincerity condition, speech act, obligation

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## INTRODUCTION

The topic of promising is related to several broader issues in the philosophy of language. Among them is the question of how people can constrain or bind themselves with respect to their future actions. By promising, one binds oneself in a particularly difficult way: one who promises another that he or she will do something cannot unilaterally unbind himself, but one is waiting for his 'promise' to be released by the person he promised (Gilbert 2011: 80; see also Watson 2004; Owens 2006; Sheinman 2011). I will focus here solely on the study of the classical definition of the speech act of promising given in the works of John Searle, especially, on the requirement of sincerity condition for act of promising (Searle 1969) and will not consider the paradigmatic case of insincerity in speech, which is lying (see Owens 2011; Sorensen 2011; Stokke 2013; Marsili 2016). For example, a defense of the Searlean sincerity condition requiring intending to act is offered by David Owens in his 'Promising Without Intending' (Owens 2008); a defense of the sincerity condition involving the belief that one will act proposed by Berislav Marušić in his 'Promising Against the Evidence' (Marušić 2013). But Andreas Stokke correctly claims, 'Although all lies are insincere, lying is not the only way of

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being insincere' (Stokke 2014: 496); thus, lying is not the case here. I will attempt to argue that for the 'normal' speech act of promising, the requirement of the sincerity condition 'S intends to do A' is necessary; otherwise it is not a promise at all.

### THEORETICAL BACKGROUND: CONDITIONS AND RULES FOR THE ACT OF PROMISING

The main idea of Searle's philosophy of language lies in the hypothesis that 'speaking a language is performing acts according to rules' (Searle 1969: 36–37). Searle claims that the distinction between conventional and nonconventional speech acts does not have the same force that Peter Strawson suggests (see Strawson 1971: 23–38). This distinction, in Searle's view, suffers from a failure to appreciate John L. Austin's distinction between the illocutionary uptake (i.e. understanding the utterance) and the perlocutionary effect. Searle insists that the desired effect of the meaning of the expression is not to induce a speech response from a hearer, or to make the hearer behave in a certain way, but to know the illocutionary force and propositional content of the statement. However, this thought needs additional clarification. In Searle's opinion, for some acts, at least statements and promises, the acts can only be performed within systems of constitutive rules, and the particular linguistic conventions we have in particular natural languages are simply conventional realizations of these underlying constitutive rules (see Searle 1969: 33–42; Searle 1971: 39–53).

What does Searle understand by 'rules'? He understands the concept rule as the conventional connection between certain kinds of acts and their socially conditioned consequences (results). He calls these rules constitutive, in the way that the rules of chess constitute a game of chess. To perform an illocutionary act is to follow certain conventional rules that constitute this act. But in order to reveal these rules, it is first necessary to study the conditions under which the performance of the illocutionary act could be successful. Each condition corresponds to a rule that indicates the illocutionary force of the speech act. Searle demonstrates this in the example of promising acts (a special example of illocutionary acts), and says, 'I take promising as my initial quarry, because as illocutionary acts go, it is fairly formal and well articulated; like a mountainous terrain, it exhibits its geographical features starkly' (Searle 1969: 54). Searle states that these conditions are 'a set of propositions such that the speaker is made of, and the proposition that the speaker is made such a promise entails this conjunction' (Searle 1969: 54). Thus, each condition will be a necessary condition for the successful and nondefective performance of the act of promising.

Searle states that a speaker *S* utters as sentence *T* in the presence of a hearer *H*, then, in the utterance of *T*, *S* sincerely (and nondefectively) promises that *p* to *H* if and only if the following conditions obtain (Searle 1969: 57–61):

- (1) Normal input and output conditions obtain;
- (2) *S* expresses the proposition that *p* in the utterance of *T*;
- (3) In expressing that *p*, *S* predicates a future act *A* of *S*. Searle calls conditions (2) and (3) the propositional content conditions;
- (4) *H* would prefer *S*'s doing *A* to his or her not doing *A*, and *S* believes *H* would prefer his doing *A* to his not doing *A*;
- (5) It is not obvious to both *S* and *H* that *S* will do *A* in the normal course of events. Searle calls conditions (4) and (5) *preparatory conditions*. They are *sine quibus non* of happy promising, but they do not yet state the essential feature;
- (6) *S* intends to do *A*. Searle calls this condition the *sincerity condition*;

(7) *S* intends that the utterance of *T* will place him or her under an obligation to do *A*. Searle calls this the *essential condition*;

(8) *S* intends that the utterance of *T* will produce in *H* a belief that conditions (6) and (7) obtained by means of the recognition of the intention to produce that belief, and *S* intends this recognition to be achieved by means of the recognition of the sentence as one conventionally used to produce such beliefs; and

(9) The semantic rules of the dialect spoken by *S* and *H* are such that *T* is correctly and sincerely uttered if and only if conditions (1)–(8) obtained.

Searle extracts from this set of conditions a set of rules for the use of the function-indicating device. Obviously, not all of our conditions are equally relevant to this task. Condition (1) and conditions (8) and (9) can be applied generally to all kinds of normal illocutionary acts and are not particular to promising. Rules for the function-indicating device for promising are found in conditions (2)–(7).

The semantic rules for the use of any function-indicating device *P* for promising are as follows:

(1) *P* is to be uttered only in the context of a sentence (or larger stretch of discourse) the utterance of which predicates some future act *A* of the *S* and is called the *propositional content rule*. It is derived from the propositional content conditions (2) and (3);

(2) *P* is to be uttered only if the *H* would prefer *S*'s doing *A* to his or her not doing *A*, and *S* believes *H* would prefer *S*'s doing *A* to his not doing *A*;

(3) *P* is to be uttered only if it is not obvious to both *S* and *H* that *S* will do *A* in the normal course of events. Searle calls rules (2) and (3) *preparatory rules*, and they are derived from the preparatory conditions (4) and (5);

(4) *P* is to be uttered only if *S* intends to do *A*. Searle calls this the *sincerity rule*. It is derived from the sincerity condition (6);

(5) The utterance of *P* counts as the undertaking of an obligation to do *A*. Searle calls this the *essential rule*.

These rules are ordered: rules (2)–(5) apply only if rule (1) is satisfied, and rule (5) applies only if rules (2) and (3) are satisfied as well (Searle 1969: 63).

The analysis of conditions (6)–(8) for the successful performance of the act of promising and the corresponding semantic rules (4) and (5) are of special interest, because the study of the correlation of these conditions and rules will allow identifying weaknesses of Searle's approach and formulating my counterarguments.

So, from condition (6) 'S intends to do A' follows rule (4) 'P is to be uttered only if S intends to do A'. But how can we distinguish a sincere and insincere promise in this case? Searle notes that these conditions and rules should be applied for 'normal illocutionary acts' (apparently, he means those acts where the condition and the rule of sincerity are satisfied). He answers: 'The distinction between sincere and insincere promises is that, in the case of the sincere promise, the speaker intends to do the act promised; in the case of insincere promises, he does not intend to do the act' (Searle 1969: 60). And he concludes:

'But insincere promises are promises nonetheless. ... In making an insincere promise, the speaker does not have all the intentions he has when making a sincere promise; in particular he lacks the intention to perform the act promised. However, he purports to have that intention. Indeed, it is because he purports to have intentions which he does not have that we describe his act as insincere' (Searle 1969: 62).

For these purposes, Searle proposes to remove the word 'sincerely' from condition (9) and add condition (6\*), 'S intends that the utterance of *T* will make him responsible for intending to do *A*'. Let us consider this position in more detail.

### THE PROBLEM WITH SEARLE'S INSINCERE PROMISE

At first glance, at least two questions to Searle's approach arise. How do we understand that *S* intends or does not intend to do *A*? How do we deduce from rule (4), '*P* is to be uttered only if *S* intends to do *A*', the possibility 'to do an insincere promise and to perform an act of insincere promising'? The careful analysis shows that there is a more fundamental question: Can an insincere promise be considered a speech act of promising?

Let us begin with the question: How do we understand the intention of the speaker? Austin believes that 'the performance of an illocutionary act involves the securing of uptake' (Austin 1962: 116), that is, the hearer should 'understand the meaning and the force of the locution' (Austin 1962: 116); then, the speaker's providing this understanding of the illocutionary force is an essential element of a successful illocutionary act. Strawson also points out that at least the aim if not the achievement of securing uptake is an essential element in the performance of the illocutionary act:

[T]he illocutionary force of an utterance is essentially something that is intended to be understood. And the understanding of the force of an utterance in all of the cases involved recognizing what may be called broadly an audience-directed intention and recognizing it as wholly overt, as intended to be organized' (Strawson 1971: 38).

Criticizing Strawson's arguments, Searle nevertheless agrees by confirming that in analysing illocutionary acts, we must take into account both the intentional and conventional aspects, in particular the relation between them:

In the performance of an illocutionary act the speaker intends to produce a certain effect by means of getting the hearer to recognize his intention to produce that effect, and furthermore, if he is using words literally, he intends this recognition to be achieved in virtue of the fact that the rules for using the expressions he utters associate the expressions with the production of that effect' (Searle 1971: 46).

How does the speaker intend to achieve the recognition of his or her intention by the hearer in a case of insincere promises? When someone says, 'I promise that I will not be late today and will arrive at 7 p.m.', we recognize, according to Searle, the propositional content of this statement, the illocutionary force of this promise, the intention of the speaker through the rules underlying the speech acts, and the conventional connection between certain kinds of acts and their social consequences. If I say, 'I promise that I will not be late today and will arrive at 7 p.m.' and do this insincerely, that is, without any desire to keep this promise, then will it be a speech act of promising? Searle's answer is affirmative. As a result, we should reject rule (4), '*P* is to be uttered only if *S* intends to do *A*', as well as condition (6). What kind of perlocutionary effect can we talk about if language conventions do not realize the rules of speech communication?

A further example is if someone says to me, 'I promise that I will read this book'. As I noted above, Searle argues that in analysing illocutionary acts, we must take into account both the intentional and conventional aspects, and in particular the relationship between them. In analysing the structure of this speech act, we find that: (1) the illocutionary point (illocutionary point here is understood as part of the illocutionary force) of this act is to commit to doing *A* (read this book); (2) the propositional content is that the speaker *S* will do a certain

future action *A* (will read this book), which corresponds to conditions (2) and (3) and rule (1) of the propositional content of the speech act of promising; and (3) there is an explicit performative verb ('to promise'). That is, we can say that there are necessary and sufficient parts for the normal speech act, one of which indicates a propositional content, and the other an illocutionary force. Communicative effect, therefore, is achieved by means of the conditions and rules for the successful performance of the act of promising and by taking into account the intentional and conventional aspects. By virtue of the language conventions underlying the rules, I can recognize the speaker's intention and accept promises literally. I also accept some reasonable time for keeping the promise (because I cannot wait to discuss the book with the speaker). But what if this promise is not sincere? Is it possible to discuss the communicative effect in this case? The condition introduced by Searle (6\*), that is, the addition of the expression 'to make him responsible for' to the expression 'to place him under an obligation', which already exists in condition (7), or to replace condition (6) in general, does not allow us to distinguish between sincere and insincere promises, because in both cases the speech act retains both conventional and conventional components. This idea of Searle with the substitution does not look convincing. From the modified condition (6\*) *non sequitur* that 'I promise to do *A*' should be understood my responsibility for intending to do *A*. Searle says that the conditions and rules are necessary for the successful performance of a normal speech act. Moreover, it is unclear what Searle means by 'be under an obligation' and 'be responsible for', or rather, how these concepts relate to each other.

### THE CASE OF A POLITE PROMISE

Searle, in pointing out the weaknesses of Austin's taxonomy of speech acts, indicates that Austin confuses illocutionary verbs with types of illocutionary acts (Searle 1976: 2, 8). According to Searle, 'illocutionary verbs are always part of a particular language: French, German, English, or whatnot' (Searle 1976: 2). But is it always so? I do not think that Searle's taxonomy is better than Austin's (see Ogleznev 2016). Perhaps, Searle thinks that Austin's classification is as a rigid instrument of analysis. But he is wrong. If we interpret Austin's 'classes' not as rigid sets but as more flexible types that overlap, have no clear boundaries, and can be mixed in order to generate hybrids, we get to think that Searle's objections miss the point (see Sbisà 1984). Austin clearly knows that is impossible to create sharp distinctions in illocutionary profiles without 'oversimplifications'.

A satisfactory counterargument against Searle's conditions and rules for the act of promising is the study of some African dialects by the German linguist Inge Egner. Exploring the performance of the speech act of promising in Western European (in a broad sense) and some West African cultures (by the example of Koma culture in rural Ghana), Egner concludes that despite Searle's definition of the promise being applicable to the promise in West Africa, there are differences between the promises of Western European and some West African cultures, especially in the context of the success of this speech act (Egner 2006: 450–454). At least in some West African cultures, for speakers, a simple statement of intention or performing an action in favour of the hearer does not entail an obligation or even an alleged ability to perform this action. Egner calls such types of speech acts 'polite non-binding promises' (Egner 2006: 450): a speaker seems to feel in no way bound by this 'promise', nor will anyone expect that he or she would fulfill it. In other words, these West Africans make a polite promise in order to save face, notwithstanding their ability to actually fulfill it (Egner 2006: 447). Egner claims:

‘The crucial condition of use for a promise in African culture appears to be the speaker’s intention to be interactionally cooperative. Knowing that a certain action *X* is socially expected is therefore a sufficient reason for a speaker to promise to do *X*, while it is understood by both speaker and hearer that uttering the promise does not imply the speaker’s commitment to actually do *X*.’ (Egner 2006: 448)

What kind of things are polite promises? Why are the conditions for successful performance of the speech act of promising (in Searle’s sense) not applicable here? Egner answers:

‘Making promises that one knows one cannot keep at the time of uttering them seems unacceptable to a Western mind. In Western culture saying things like “I will come to the ceremony” is meant and understood as a promise. And promising to do an act *X* is intending to doing it, committing oneself to doing it, and knowing that the hearer knows both of these.’ (Egner 2006: 445)

Moreover, before promising something, Westerners want to be sure they will be able to do what they promise. In Egner’s opinion, they may well desire to do something that they know the hearer would prefer them to do, but unless they have reasonable evidence for the fact that they are also able to do it, they will not make a promise to do it. They will instead say something like, ‘Sorry, I would like to do *X*, but I am afraid I cannot’, or, ‘I will try, but I cannot promise’ (Egner 2006: 445–446). In Western culture, the speaker is bound by a promise (this is similar to condition (4)). Therefore, an ability to do what one promises is considered a necessary requirement for making a promise. Making a promise without having the ability to fulfill it constitutes a serious risk to the speaker’s ‘face’. So in order to save face, speakers present their excuses for the inability to carry out the action they cannot promise to do.

In some West African cultures, however, stating openly that one is not able to do something that one assumes the hearer expects or prefers one to do, is paramount to saying that one does not care about the relationship with the hearer. It is a terrible loss of face for both the speaker and the hearer. The way out of this interactional dilemma seems to be to say that one will do what one thinks is preferred or expected by the hearer and thus convey that one does care (Egner 2006: 447–448). When speakers think that their behaviour is exactly what the hearer expects from them, this is enough for a polite promise to do so, and their promise does not bind (this does not apply to the so-called ceremonial promises). For example, when someone says, ‘I will come to the ceremony’ but both sides know that the speaker will not come, this does not mean that the promise is given insincerely (as it would be in Western culture); here the question of sincerity does not arise at all. The speaker accepts the invitation to come to the ceremony and does not refuse it in the literal sense of the word, and does not come, but gives a polite promise.

This superficial consideration of polite promises is enough to show that Searle’s ability to recognize an illocutionary act with all its rules and conditions as an act of any natural language is not confirmed by the example of the speech act of promising in some West African cultures. Moreover, the condition of sincerity (6) and the corresponding to it rule (4) do not apply to the case with polite promises, even if the sentence ‘I promise to do *X*’ appears to be a promise. The key point here is not that polite promises are not promises in the sense of Western culture, because the speaker is not bound by what is said, but that the requirement of sincerity does not work for them.

## REFUTING SEARLE’S CLAIM TO RECOGNIZE INSINCERE PROMISE AS SPEECH ACT

Taking into account the research on sincere promises and keeping in mind that the language conventions that constitute a conventional aspect of the illocutionary act allow us to elucidate



the meaning of a statement, I now turn to the analysis of this example: A husband promised his wife to stay at home, and at the same time he promised his friends to spend this evening with them. Let us suppose that this statement means the speech act of promising. I reformulate it in such a way that it is not implied, but corresponds to the structure of the speech act. So, we get a set of communicative situations:

- (a) A man says to his wife, 'I promise that I will spend this evening with you.'
- (b) A man says to his friends, 'I promise that I will spend this evening with you.'
- (c) A man says to his wife, 'I promise that I will spend this evening with friends.'
- (d) A man says to his friends, 'I promise that I will spend this evening with my wife.'
- (e) A man says to his wife and friends, 'I promise that I will spend this evening with you.'
- (f) A man says to his wife or friends (no matter who is first), 'I promise that I will spend this evening with you, but at the same time I will spend it with my friends (my wife).'

Situations (a)–(e) are standard examples of promises (or normal speech acts, in Searle's terms) and do not require any additional study, because apart from the general compliance with the conditions and rules of the promise, they contain and combine the conventional and intentional aspects in the sense considered above. The situation (f) is clearly distinguished from all of them. Can a speaker *S* in the utterance of sentence *T* sincerely promise that *p* to a hearer *H*? Situations (a)–(e) show that the answer is yes. However, the situation (f) has a different form: a speaker *S* in the utterance of sentence *T* (sincerely) promises that *p* to a hearer *H* and at the same time that not-*p*. That is, according to this interpretation, the situation (f) will look like (f\*), 'I promise that I will spend this evening with you, but at the same time I will not spend it with you'. An explicit logical contradiction in situation (f) as well as in situation (f\*) comes down to the questions of who in these situations is the hearer *H* who must recognize the illocutionary force (assuming that this is a speech act), what the speaker's *S* intention is, and if it is understood that a promise is given (if again it is assumed that this is a speech act). Let us suppose that situation (f) has some similarities to the act of promising, and try to explicate the conditions and rules of the promise that Searle offers the example of this situation. Even a cursory look indicates the difficulties of this explication, not to mention the fact that the condition of sincerity (6) and the corresponding rule (4) are inappropriate here (see Chan, Kahane 2011: 216–217). Take, for instance, the essential condition (7) and the corresponding rule (5) and apply them to situation (f), 'S intends that the utterance of *T* will place them under an obligation to do *A*' (see Harnish 2005: 25, 27). How can a speaker *S* in situation (f) commit himself to spending an evening with his wife and at the same time with friends, and moreover to fulfill this? As we see, there are also no intentional (it is impossible to recognize the intention of a speaker) and conventional (there are no language conventions that provide the understanding of the meaning of the statement) aspects. Therefore, situation (f) and situation (f\*) are not speech acts.

## CONCLUSIONS

The above is sufficient to claim that the sincerity condition 'S intends to do *A*' is a necessary condition for the performance of the speech act of promising, and the rule of sincerity 'P is to be uttered only if S intends to do *A*', constituting the promise as a speech act, is a sufficient condition for recognition that a promise is given. This conclusion shows that Searle's demand to recognize insincere promises as promises and speech acts is unreasonable and invalid. There are, of course, the so-called ceremonial speech acts (oaths, vows, pledges) where the reference to the sincerity condition is indeed inappropriate. For example, the incoming

president pronounces the inaugural speech, 'I do solemnly swear that I will faithfully execute the Office of President of the United States, and will to the best of my ability, preserve, protect, and defend the Constitution of the United States', that is, takes the oath of office, which is nothing more than an official and solemn promise. Oath is meant here as an official and solemn promise to comply with an obligation. In other words, an oath is a solemn promise made in a formal setting (such as a courthouse or with one hand on the Bible); the language of an oath has been prepared beforehand; and the person who takes the oath repeats it after someone else. The President, for example, will repeat it after the Chief Justice. A promise (understood as a statement that one will do or refrain from something in the future) is what people are more likely to use in an everyday context and less formal. That is why I suppose that the conditions and rules (including the sincerity or insincerity feature) for the successful performance of the act of promising are not applicable to an oath, because the truthfulness and validity conditions for such a speech act are designated by the context of speaking, which in that case is official and formal. The question of the sincerity or insincerity of this kind of promise does not arise. But for normal speech acts of promising, the requirement of sincerity is necessary; otherwise it is not a promise at all, and thus the Searlean insincere promise is not a speech act.

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VITALY OGLEZNEV

## Ar J. Searle'o nenuoširdus pažadas – kalbos aktas?

### *Santrauka*

Straipsnyje analizuojamas žadėjimo kaip kalbos akto, pateikto J. Searle'o darbuose, klasikinis apibrėžimas. Pirmoje dalyje aptariamos žadėjimo akto sąlygos ir taisyklės. Antroje dalyje pateikiama tam tikrų J. Searle'o požiūrio prieštaravimų į nenuoširdų pažadą analizė. Aptariamas pagrindinis argumentas, kad nenuoširdūs pažadai yra kalbos aktai. Trečioje dalyje nagrinėjamas mandagaus pažado atvejis. Ketvirtoje dalyje pristatomas autoriaus tvirtinimo pripažinti nenuoširdų pažadą kaip pažadą ir kalbos aktą atmetimas. Paskutiniuoju dalyje daroma išvada, kad „normalus“ pažado kalbos aktas, nenuoširdžiai reikalaujant „S ketina daryti A“, yra būtinas, – kitaip tai apskritai nėra pažadas. Taigi J. Searle'o nenuoširdus pažadas nėra kalbos aktas.

**Raktažodžiai:** nenuoširdus pažadas, nenuoširdi būklė, kalbos aktas, įsipareigojimas