

THE CONVENTIONALITY OF ILLOCUTIONARY FORCE

Some though probably not all that many, illocutionary acts are conventional in the sense that whether they are to be performed or not in a given circumstance, i.e. in a given place or time, by a particular person, in a given social or institutional context, at a particular position in a sequence of prearranged procedures, etc., is a matter of convention. That the groom kisses the bride at the completion of the marriage ceremony rather than during, before, or not at all, is a matter of convention. However arguably kissing itself is not a conventional act. Kissing considered in itself may perhaps be an instinctual act. If it be claimed that in fact kissing is an act only performed in some societies, since in others people rub noses, then perhaps kissing is after all a conventional act. However, now all that is being said is that the groom's kiss is a conventional act in some additional way, to the way we have indicated that it is conventional in the example given. Of course, kissing is not an illocutionary act, but the point made with respect to kissing equally holds for illocutions. Thus that the illocutionary act of naming at a ship's launching occurs after the long boring speech, is perhaps a matter of convention. But naming the ship - the act considered in itself -, is a conventional act in a further sense, or perhaps in further senses.

An act may be conventional in the sense that the means or part of the means, employed to perform it are conventional. Thus the act of formally greeting someone might be performed by a low bow, or a firm handshake, or in many other ways. It is the same act in all these cases, viz. greeting, but the means employed to perform it are different. That a particular means, rather than another is employed is, in this case a matter of convention. (If someone claimed that it was not the same act, we could point out that it was in part the same act, since for instance it was an act with the same significance).

But here it looks as though we should distinguish cases. There is a device which Austin made much of, called a performative. The mark of a performative is to have a first person indicative form, e.g. I name this ship, 'the Stalin'. The act performed by the performative, is described in the performative, and indeed it is by being described that the act is thereby performed. It seems that this is possible because of a convention, according to which, to describe oneself as performing a particular sort of act is (by this convention) to perform that act. But we might extend the notion of a performative to include performances, which, although containing no description of the above sort, nevertheless, by convention, were understood as being acts of different sort (or with additional properties) to the sorts they were, prior to that convention. Thus, the performance of raising one's arm, prior to being governed by a convention, might simply be the action of exercising one's arm. However, in some context, it might come to constitute, by convention, the act of voting. As such, it might be thought of as a performative, even though raising one's arm is not a description, let alone a self-description.

So any act involving a performance device might be described as involving a conventional means. Should we say, however, that such an act did not merely involve a conventional means, but was essentially conventional: Perhaps we should say this because the performance (the 'device') looks as if it in some sense constituted the act it, by convention, performs? Let us look at a different sort of case, where the inclination is to say that there is a conventional means. Suppose I prefix, 'The ice is thin over there' with 'I warn you that'. There may be no convention that such a prefix makes my utterance a warning. By use of the prefix, I indicate that my utterance is to be taken as a warning, that I intend to warn the audience. Here there is no question that the prefix is part of the means by which a warning is produced and, secondly, that the prefix is conventional. The prefix is conventional, in that it is by convention that its utterance type means, (in English), that I warn you that ..., rather than something else, (or nothing). Thus in the warning case, I employ a conventional device viz. a meaningful utterance, in order to make clear, or explicit, what the force of my illocutionary act is. The device here being used to indicate illocutionary force, (but not to determine it, even in part, by convention), is the device of a meaningful utterance. But the conventionality present, is purely that which determines that utterances of that type, have that meaning. If we had indicators in which the meaning did not attach to the utterance by convention, but rather the connection was purely natural, these could be employed. In such a case, the means would no longer be conventional - the device used would no longer be a conventional device.

There is yet a further sense in which it might be said, that the means by which an illocutionary act was performed, was conventional. Suppose, as in the above case, we want something to indicate force (but not to constitute, by convention our act as an act of a certain type) but there are no indicators, i.e. utterance types with either conventionally given, or natural meanings, to hand. We could, by convention, adopt an utterance (with no antecedent meaning) to indicate the type of force we want indicated. Perhaps mood is such an indicator. Here mood is an indicator of force, but it is by convention an indicator of force. The prefix, 'I warn you that', is not by convention an indicator of force - given that it means what it does, it cannot but indicate the force of warning. However that it means what it does, is a matter of convention.

We can say, then, that conventional indicators in both senses, i.e. mood and the prefixes considered, are conventional means employed in illocutionary acts. Their role is to indicate force, and in so far as indicating force enables the act to have that force, then indicators of force are a means. In so far as they are conventional, then they are a conventional means. It might be argued that mere indication of force is not part of the means by which an act has the force it has, although it is part of the means by which the force of an act is understood by an audience (the means by which uptake is secured). If we distinguish between illocutionary acts and illocutionary force and say, with Strawson, that an illocutionary act requires uptake (though an act can have illocutionary force without securing uptake) then indicators will be part of the means by which illocutionary acts are performed, but not part of the means by which an act has illocutionary force. Of course, one could go further, and say that indicators of force were part of the

means by which an act had the force it had, if an indicator of force in part determines force. (Here the determining could not be by convention, as far as mood and 'I warn you that' type prefixes were concerned).

Be all this as it may, let us think of indicators of force as means, and then we can talk of some of them as conventional means.

Ought we, however, call performatives conventional means? Are not performatives essentially conventional acts? Let us assume that the prefix 'I promise to', is a performative. Further, let us assume, along with Searle, that the core of an analysis of promising is that one puts oneself under an obligation to someone to do something. Now one way to perform the act of putting oneself under an obligation, would be by producing an utterance type having the form, 'I promise that...' Here the utterance is a promise by convention. Perhaps we should say along with Searle, that the utterance counts as a promise. (The device of having some act, u, count as another act, p, is a very useful one. For x to count as y standardly means that in certain contexts they are interchangeable - for example the x, although not numerically the same as y, and not sharing all its properties with y, may nevertheless be able to perform the same role as y, or at least is treated as if it could do the same job. Now in some cases x could never by convention count as y, however in others, it could do so, and it is useful for it to do so. We must distinguish in such a case, between the sense in which the relationship between what counts as y and y, - the relationship of counting as - is convention, and the sense in which it is not. Taking a simplified version of the author's account of convention, if everyone prefers to count x as y only on condition everyone else does, and expects everyone else to count x as y, then there will be a convention to count x as y. No doubt this will be impossible unless the relationship between x and y, their shared properties, etc., are of a certain sort, but nevertheless, that x counts as y is to some extent a matter of decision by those who are party to the convention. Thus to say that x counts as y by convention is to say that the relationship between x and y (that of x counting as y) has been created, and will only remain in existence, as long as people continue to count x as y. However this is not to say that the concept of counting as is conventional, that we cannot give sense to x counting as y outside any convention to count x as y. Clearly we can give such sense and have done so, however loosely, in terms of interchangeability). If one produced an utterance which by convention counted as putting oneself under an obligation, would one thereby be using that utterance as a means to put oneself under that obligation? We can separate the utterance produced from the putting oneself under an obligation. The former is simply a physical event, and one whose occurrence is not necessary to the putting oneself under an obligation - some other physical event could have done equally well, and indeed perhaps, in principle, one could telepathically put oneself under an obligation, in which case no physical event, i.e. no utterance, need occur. Of course it is impossible in a given case to separate, in another sense of separate, the act which is simply the vehicle or means, i.e. the utterance, from the act in the wider sense, i.e. the putting oneself under an obligation. The means does not stand to the act as means to an end, as in those cases where the end is a state of affairs occupying a position in space and time distinct from the position occupied by the act which is the means to that end. The

utterance does not stand to the putting of oneself under an obligation, as waving a stick at a person stands to that person running away - at least in terms of occupancy of positions in space and time. But this says nothing as to whether or not the act of putting oneself under an obligation is to be given a conceptual breakdown, in part, in terms of production of an utterance (a conventional utterance). Let us set aside the question as to whether the act of putting oneself under an obligation necessitates an embodiment, i.e. an utterance. The question we are interested in is whether the fact that a given utterance counts as a putting oneself under an obligation by convention makes it the case that the promise made by that utterance, is an essentially conventional act, or whether it is simply the means of performing it which are conventional. If one thinks that putting oneself under an obligation is not a properly constituted act unless it has some embodiment, then the relation of putting oneself under an obligation to an utterance which is its embodiment, is not that of means to end, and thus an utterance is not a means. But now it is not by convention that utterances constitute putting of oneself under obligations; rather it is by convention that this utterance, rather than, constitutes, or counts as, the embodiment of a particular putting of oneself under an obligation. However we can say that this utterance is the means by which we embody a particular putting of oneself under an obligation, and of course a conventional means in this case. For even if it is necessary that a putting of oneself under an obligation have an embodiment, which embodiment it is to have is a contingent matter. Moreover in selecting an utterance, one is selecting an utterance in order to serve as an embodiment, i.e. it is selected as a means. Thus far we have not ruled out the possibility that there might not be some non-conventional means by which we embody puttings of oneself under obligations. Thus we must conclude that performatives are conventional means by which we embody puttings of oneself under obligations. If someone wants to hold that the relation between a putting of oneself under an obligation and its utterance is that of means to end, then we can say that a performative utterance is a conventional means too, its just that in this case it will be a conventional means of putting oneself under an obligation, rather than of embodying a putting of oneself under an obligation.

Performatives, then, are conventional means by which illocutionary acts can be performed (or conventional means by which illocutionary acts can be embodied) and are distinguished by other conventional means involved in illocutionary acts, e.g., mood, only in so far as these others are conventional means by which illocutionary force is indicated, and thus these others are indirectly conventional means by which illocutionary acts are performed.

But now what of our notion of essentially conventional acts? Is this a bogus concept - as distinct from a concept which in fact has no instances falling under it? Can we now not ask ourselves, having decided that promising is a conventional act (or can be) in the sense of involving conventional means (whether performed by a performative or not) whether promising is an essentially conventional act - an act not simply conventional in respect of the means by which it is performed? To settle this matter, presumably we look at the act itself, as distinct from the means by which it may be performed. Let us look at

the act of promising, and, in particular, at it's core, putting oneself under an obligation, i.e. obligating oneself.

One way of giving sense to the idea of the essential conventionality of an act is in terms of the non-reducibility of that act to components which involve in their description no mention of conventions. Searle³ seems to be a proponent of this view with his talk of the irreducibility of institutional facts to brute facts. (to physical and mental facts). An institution, according to Searle, is a system of constitutive rules. Let us think of rules as conventions, and now the essential conventionality of force, or of illocutions, comes down to their being characterised in terms of systems of constitutive conventions. Here the systems of conventions are presumably definitive of illocutionary acts. Certainly the acts determined by these systems of conventions are supposed to be non-reducible to components which involve in their description no mention of conventions. A constitutive convention, as we have seen, has the form *x* counts as *y* (in circumstance *c*, it's not to be supposed that *x* counts as *y* in any possible circumstance). The acts produced in accordance with these constitutive conventions are irreducible in the above sense, since they are not simply defined in terms of the constitutive conventions but are also created by them.

Searle introduces any given case of a system of constitutive conventions by specifying necessary and sufficient conditions for the performance of the illocutionary act defined in terms of those conventions. The next move is to extract from these conditions the defining conventions themselves. The conventions are all conventions governing what he calls an illocutionary force indicating device (ifid). In the standard case they would be conventions governing some utterance type. The essential convention has the form 'Utterance of *u* counts as *x*-ing'. The other conventions have the form 'utter *u* when condition *c* obtains'. Thus an utterance of 'I promise to *p*' under conditions *c*, counts as putting oneself under an obligation to *p*.

The question is whether we could replace all these conventions with conditions, in the description of which, there was no mention of a convention, and do so without violating the notion of a promise. Now promising involves the promiser making reference to a future action, and perhaps this entails a sentence in which he (forcelessly) says he will perform the action. If meaning, (as distinct from force) involves essential recourse to conventions, then Searle can claim the essential conventionality of illocutionary acts in virtue of the essential conventionality of meaning. Grice has given us reason to believe that sentence meaning is to be explained in terms of speaker meaning, and that speaker meaning is not essentially convention (in our sense). Even if Grice is wrong, Searle wants to say that force is essentially conventional in its own right, so let us set aside the role of sentential meaning. The other non-constitutive conventions cite conditions or acts which could exist, or be performed, outside conventions, e.g. preference for the action, sincerity. Certainly they are conventions in the form of regulative conventions (rules) which means that the acts they govern are logically prior to the convention governing them. Let us turn, then, to the constitutive convention. This convention is nothing other than the type of convention which we earlier saw to govern performatives. According to Searle, "The utterance of *P* counts

as the undertaking of an obligation to do *A*". But as we have already seen, the fact that an act is performed by means of a performative does not mean that this act is essentially conventional, all it means is that the means by which it is performed (or by which it is embodied) is conventional.

The only component which we have not seen not be essentially conventional, is what the utterance is to count as, viz. undertaking an obligation, or 'in our earlier version' what comes to the same thing, putting oneself under an obligation, viz. obligating one's-self. What of obligating one's self then? If the notions of obligation and of putting oneself under something are not conventional notions, then the only question is whether the combination, obligating one's-self, is conventional. In fact it seems that it is. In order to be able to predict one another's future actions (and, more, rely on one another) the idea of putting oneself - as opposed to actually already being under - an obligation was presumably born. Each preferred to put himself under an obligation, if the other operated on the assumption that the first would do the thing he obligated himself to do. The other operated on that assumption, on condition that the former put himself under that obligation. Thus expectations that each would play his part arose, and a convention was born. But here putting oneself under an obligation is logically prior to this convention governing it. Is obligating one's-self describable without recourse to other conventions? If so then obligating one's-self, although it can be and almost certainly would always be, a conventional act, performed by means of conformity to a convention, is nevertheless, not essentially conventional (in our sense). However, perhaps the notion of obligating one's-self does involve conventions, and does so irreducibly. This is not something that Searle's set of rules necessitates, or even entertains. We must conclude then, that his analyses of illocutionary acts do not display or entail the essential conventionality of those acts. Rather, what these analyses amount to, is a presenting of illocutionary acts, as acts performed by performatives. His claim becomes the claim that illocutionary acts are essentially performative acts. But as we have seen, that an act is performed by means of a performative, only shows that the means by which the act is performed is conventional, not that the act is essentially conventional.

(In fact there are good grounds for thinking that illocutionary acts are not necessarily, or even in general, enacted by means of performatives. However this is another matter).

Strawson⁴ has claimed that some illocutionary acts are essentially conventional. He also has a clear idea of what he means in saying this. Strawson does not, however, think that many illocutions are essentially conventional (CI).

On Strawson's account, performatives are essentially conventional. We have seen that being a performative is a matter of the conventionality of the means. Strawson also seems to suggest that acts which take place as part of some sort of sequence, and in which the acts in their sequence, and context, are governed by conventions, are CI's. But this is not good enough. That an act is performed in a given circumstance, even where it is a performative, does not make it a CI. To talk of institutional

contexts and rule governed practices is unhelpful. Fortunately, however, Strawson offers a definite criterion in terms of which it is possible to separate illocutionary acts which are essentially conventional (CI's) from those which are not, (NCI's). In the CI's, the reference to some particular audience, in which a specific response is intended to be brought about, is dropped, and this allows CI's to have the property that differentiates them from NCI's. The CI's the speaker is able to guarantee, assuming there is no breach of convention, the overt intention which is at the core of his act. This is not true of NCI's. (Assume in both cases that uptake is secured). Thus if the umpire pronounces 'Out', and has made no breach of convention, then the overt intention at the core of his act has been realised, and similarly for the judge pronouncing 'Guilty'. However, clearly in the cases Strawson puts forward as examples of NCI's, e.g. warnings, objections, the overt intention, e.g. to put someone on their guard, to get them to believe something etc., are not realised just because uptake is secured and the speaker has broken no convention. The matter, however, turns on what one takes to be the overt intention at the core of the CI's. Coady has pointed out that some putative overt intentions of the speaker in the CI's cannot be guaranteed. The umpire cannot guarantee that the batsman leave the field of play, nor the judge that the guilty man be hanged, etc. Coady then goes on to say that if the overt intention of the CI's is made more internal to the act, and therefore guaranteeable, then so can the overt intention involved in the NCI's likewise be made more internal.

Is there an overt intention in the CI's which falls short of the production of a response in the audience, and is thus guaranteeable, but at the same time does not collapse into the intention to secure uptake? Presumably the candidates in Strawson's examples would be that the umpire had thereby bought it about that the batsman was out, and the judge that the defendant was guilty. Now in one sense this is false, since the judge could pronounce an innocent man to be guilty. Saying he is guilty, even by a judge, doesn't make him so. Similarly the umpire can make a mistake, and the batsman not really be out. But these official pronouncements do more than (or perhaps do other than) indicate what the official thinks on the matter. So what do they do, if not try to bring it about that the prisoner be punished and the batsman leave the field? Presumably they bring about a conventional state of affairs, namely, the one describable as the judge having given his verdict, and the umpire his. But thus far they are not different from warnings, save that in the latter, whether or not the warning has been performed, is not a matter of whether or not some performative has been issued. Perhaps we could say that in giving his verdict, the judge has created a conventional state of affairs in which, or to which, there is a conventionally determined response, viz. the batsman to leave the field, or the policeman to lead the criminal away to receive his punishment. But to say this is really to say no more than that the CI's are part of a sequence of conventional acts, such that the performance of one is followed, by convention, by the next one in the sequence. The intention to create the conditions conventionally appropriate for someone's act cannot be the kind of intention (or overt intention) Strawson needs, since if it is an overt intention (which is doubtful) it has an analogue in the NCI cases, namely, the intention to create the conditions under which it would be appropriate to respond to, say, the issue of a warning. It seems we must accept Coady's criticism of Strawson, and thus reject his attempt to distinguish CI's

from NCI's, and thus his claim to have identified a class of illocutions which have not simply conventional means, but are in themselves essentially convention.

We have thus far, then, been unable to isolate a class of acts we might call essentially convention, although we have a very general characterization of what it would be to be a CI, viz. non-reducibility of descriptions in terms of conventions to descriptions involving no mention of conventions. This is not to say there are no such acts, but rather that the structure of them, in other than in the most general and loose terms (non-reducibility) has escaped us. It is doubtful whether we could ever generate such a structure from the notion of convention we have adopted, since that notion gives conventions the form of what Searle would call a regulative, rather than a constitutive rule, and in the case of such conventions (rules) the action governed by the rule, is logically prior to it, and, therefore, not created by it, nor dependent upon it in any way. However this may be, it is of course true, that in the end of the day the question of whether some act is essentially conventional is going to have to depend on an analysis of that particular act.

Rhodes University

S.R. Miller

REFERENCES

1. This is in fact contentious, but is argued for elsewhere. See my article "Performatives", forthcoming in Philosophical Studies.
2. S.R. Miller unpublished manuscript. See also Lewis', Convention, 1969, Harvard U.P.
3. J. Searle Speech Acts (Cambridge University Press, London 1969).
4. P.F. Strawson Intention and Convention in Speech Acts in Strawson Logico-Linguistic Papers (Methuen and Co., London 1971).
5. C.A.J. Coady unpublished manuscript.