

**Friedrich Christoph Doerge\***  
*University of Tuebingen*

## A SCHOLARLY CONFUSION OF TONGUES, OR, IS PROMISING AN ILLOCUTIONARY ACT?

### **Abstract**

Technical terms, I argued elsewhere, should not be re-defined without a profound reason; for such a re-definition furthers misunderstanding and is therefore undesirable. If my argument is on the right track, then we have reason to acknowledge the original definition of 'illocutionary acts' established by John L. Austin; any subsequent re-definition, unless it is specially justified somehow, must count as a terminological mistake. I use this argument, in order to proceed against what appears to me a highly problematic terminological situation, namely, the present existence of a double-digit number of different definitions of the term "illocutionary act." Against my argument, I met the objection that the co-existence of several different intensional definitions of 'illocutionary acts' eventually is not very problematic, given the alleged fact that the extension of the term is indisputable. In this paper, I argue that the objection fails, because its central premise is false: William P. Alston (2000), Bach & Harnish (1979) and John R. Searle (1969) have very different opinions as to whether, for instance, promising is an illocutionary act, even though promises are commonly supposed to be extremely obvious cases. Additionally, I consider the objection that the term "illocutionary act" is indispensable as a means of referring to those various things it is used for; I discard this objection by demonstrating that, and how, at least the accounts under consideration in this paper could easily do without the term.

### **Keywords**

Speech act, illocutionary act, Austin, promising terminology

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\* Research Project "Speech Acts" (DFG, Tuebingen)  
Department of Philosophy, University of Tuebingen  
Lange Gasse 46, 72070 Tuebingen, Germany  
e-mail: [friedrich-christoph.doerge@uni-tuebingen.de](mailto:friedrich-christoph.doerge@uni-tuebingen.de)

## 1. Introduction<sup>1</sup>

What, actually, is an ‘illocutionary act’?<sup>2</sup> The technical term “illocutionary act” was established by John L. Austin, mainly in *How To Do Things with Words* (1975), in connection with what he called “performative utterances,” utterances which he started considering as a hitherto unrecognised variety of non-truthevaluable sentences. As Austin defined ‘illocutionary acts’ (IAs), they are characterised by two features. Firstly, an illocutionary act is a conventional act, constituted by a convention and involving the production of conventional effects. Secondly, for the performance of such an act it is necessary that an audience recognises that the act is performed (Austin notoriously speaks of the “securing of uptake”).<sup>3</sup> Promising, for example, is an IA type according to this notion because (or, insofar as), firstly, it essentially involves the agent’s undertaking of an obligation to realise what she promised, and secondly, one cannot promise something without letting someone (typically, the promisee) know that the promise takes place.

On Stephen Schiffer’s account, however, Austin’s conception of ‘IAs’ is inadequate. According to Schiffer’s definition, an illocutionary act is simply an act of meaning something by what one does (in the Gricean sense) (Schiffer 1972: 91 f., 103.). Andreas Kemmerling, again, does not accept Schiffer’s definition, nor does he comply with Austin’s. He warns us not to conflate “linguistoid communication”, which on his account amounts to Gricean meaning plus being understood, with “the class of actions which Austin had in mind when he spoke of ‘illocutionary acts’” (Kemmerling 2001: 76 f.). In Kemmerling’s view, for an action type to be ‘illocutionary’ is for it to be “gricy,” where an action type *X* is gricy if and only if making it clear that one wants (or intends) to *X* in doing what one does, is, by conceptual necessity, sufficient for therein *X*-ing (Kemmerling 2001: 84).

Another view of the nature of illocutionarity is suggested by Jan S. Andersson. On his account, there are three different ways in which an action can be ‘illocutionary’, namely, by being either “communicative,” or “socially performatory”, or “P-ceremonial” (Andersson 1975: 112). For an action to be

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<sup>1</sup> The paper uses two types of quotes. Roughly, single quotes are used where the thing denoted is at issue; double quotes indicate either direct quotation, or that the term rather than its denotation is at issue.

<sup>2</sup> Work on the issues dealt with in this paper was supported by the *Deutsche Forschungsgemeinschaft* (DFG). For valuable comments, I am very grateful to Udo Klein, Mark Siebel and Maciej Witek.

<sup>3</sup> Austin (1975: 117, 118, 121, 139). For a more thorough analysis, including additional details and arguments, see Doerge (2006a: Chs. 1, 2).

“communicative” in Andersson’s sense is, very roughly, for it to be accepted in a certain community as being taken to provide “strong evidence” that the person doing the act has a certain belief, wish, or the like, and that she intends to let the audience know that she has this belief, wish, or the like, and that she intends to let the audience know that she has this belief, wish, or whatever (cf. Andersson 1975: 64). To be “socially performatory” and “P-ceremonial” is, respectively, to be accepted in a certain community as providing strong evidence that the person doing the act intends to bring about, and actually brings about, either some certain normative state, or something which is in the interest of this community (Andersson 1975: 82, 98 f.).

This list could easily be continued (for example, by considering the accounts of Alston, Bach & Harnish and Searle dealt with below). Indeed, I think it would be easy to give at least ten, no less, significantly different notions of what an ‘illocutionary act’ is supposed to be. Now given this diversity of conceptions of ‘IAs’, our question what ‘IAs’ actually are leaves us with a problem: Which of those different definitions are the valid ones, or correct, or appropriate, and which are not? What are ‘IAs’ *really*?, one may ask. Is there not any *privileged* conception of ‘illocutionary acts’? Or are we really to accept a double-digit number of different conceptions of one and the same term, after all?—I think that Austin’s original definition of the term “illocutionary act” is in a sense privileged over all those subsequent re-definitions. Or, to put it the other way round, it appears to me, given that Austin introduced and defined the term first, that each re-definition is in a sense ‘incorrect’, at least in the absence of a profound reason why the re-definition is necessary, or has any particularly favourable effects (cf. Doerge 2006a: 11 f., 2006b: 103 f.).

But why should we not be allowed to re-define technical terms freely and arbitrarily just as we like?—Because such a re-definition, if successful at all, will undoubtedly increase the risk of subsequent misunderstanding whenever the term is used. In scholarly discourse, quite evidently, misunderstanding is undesirable and should be minimised. So here we appear to have a reason to avoid re-definition at least in scholarly discourse. In a step-by-step statement, the argument may be outlined as follows.

- (1) The re-definition of a technical term increases the risk of misunderstanding and terminological confusion.
  - (2) In scholarly discourse, the risk of misunderstanding and terminological confusion should be minimised.
- Therefore, ...

- (3) In scholarly discourse, the re-definition of a technical term should be avoided, unless there is a profound reason to the contrary.<sup>4</sup>
- (4) The truth of (3) implies the truth of (5).
- (5) In the absence of a profound reason, the re-definition of a technical term is in a terminological sense ‘incorrect.’
- (6) In the case of “illocutionary act,” there is no such profound reason in favour of any of the present re-definitions.  
Therefore, ...
- (7) All present re-definitions of the term “illocutionary act” are in a terminological sense ‘incorrect.’
- (8) Austin’s definition of the term “illocutionary act” is ‘privileged’ in the sense that all present re-definitions of the term “illocutionary act” are in the terminological sense mentioned in (7) ‘incorrect,’ whereas Austin’s is not.

Not everyone is convinced by my argument, however. The following three objections are among those I met with repeatedly.

For one thing, it is sometimes objected that ambiguity of technical terms is not so terribly problematic after all—this amounts roughly to denying the truth, or downplaying the significance, of (2). In fact, the argument says, philosophers get on with keeping those different notions of “illocutionary” separate. As I argue in “Much Ado about Performatives” (in preparation), however, the supposition on which this argument rests is too optimistic. Referring to the notorious debate between Searle on the one hand and Bach & Harnish on the other, concerning the question of ‘how (explicit) performatives (really) work’, I show that the parties are largely talking at cross purposes, due precisely to the application of different conceptions of the technical terms “illocutionary act” and “performative utterance.”

A second objection is directed against (1). It maintains that at least as far as the particular term “illocutionary act” is concerned, the co-existence of several different intensional definitions is not very problematic because, although there may be disagreement concerning how to give an *intensional* definition of the term, its *extension* is uncontroversial. This being so, the argument proceeds, the extension of the term can be used as a common denominator, and as something like a condition of adequacy for intensional definitions. The argument is sometimes connected with a praise of the explanatory role which those different intensional

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<sup>4</sup> To say it again, I do not want to deny that there can be overriding reasons in favour of a re-definition. What I should like to maintain, however, is that for it to be justified a profound reason must be given.

definitions are supposed to play concerning the extension, that is, concerning the class of illocutionary acts.

In this paper I want to argue that the main premise of this objection is not true. I shall show that the conceptions of several of the most renowned writers on the issue—William P. Alston, Bach & Harnish and Searle—differ not only concerning the intension of the term “illocutionary act”, but indeed also concerning the extension of the term.<sup>5</sup> I shall take the act type of promising as the subject of my case study. For promising is commonly taken as an incontestable, and even paradigmatic, example of an ‘IA’. Thus, if it turns out that the ‘illocutionarity’ of promising is contested among those authors, then this should suffice to refute the contention that the extension of ‘IAs’ can count as stable.

There is a third objection I often meet, which may be put as follows: Maybe it is true that Austin’s usage of the term “illocutionary act” should have been acknowledged, and maybe we have *some* reason to rejoin our usages with Austin’s original conception. However, perhaps there are also profound reasons to the contrary. After all, the terminological usages of Searle, Bach & Harnish, Alston and others have been established and customised in connection with certain issues. But how shall we call, for instance, the phenomenon Bach & Harnish are dealing with, if not by the term “illocutionary act”? And how to refer to Alston’s acts, if not by the term “illocutionary acts”? (And so on.)

Now, to be sure, I gladly acknowledge that there might be reasons which outweigh the problems of ambiguity and leave us with the continued use of all those different definitions of “illocutionary act” as the best option after all. However, the force of the actual argument rests upon the assumption that without the term “illocutionary act” those accounts would involve us in considerable incommmodity; and this appears to me rather exaggerated. At least I shall argue that in none of the cases under consideration here does it appear to be difficult to find an alternative term for the phenomenon aimed at; such that in all these cases the use of the term “illocutionary” can be dispensed with.

## **2. Promising in the accounts of Searle, Bach & Harnish, and Alston**

Turning to my first argument, let me start with a brief exposition of the conceptions of ‘IAs’ which Searle, Bach & Harnish, and Alston respectively present.

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<sup>5</sup> I might have added, for example, analyses of the conceptions of Stephen Schiffer (1972), Andreas Kemmerling (2001), and other prominent authors: the conceptions they defend would make the picture still more diverse.

On the famous account Searle presents in *Speech Acts*,<sup>6</sup> the performance of an IA appears as a conventional act. The fact that an illocutionary act is performed “is an institutional fact,” and “[e]very institutional fact is underlain by a (system of) rule(s) of the form ‘*X* counts as *Y* in context *C*’” (Searle 1969: 51 f.). Furthermore, language is conventional in the sense that Searle is “writing [...] according to the conventions of English and not, say, those of French, German or Swahili” (Searle 1969: 38). The central hypothesis of *Speech Acts* is that there is a close connection between the constitution involved in the performance of IAs and the conventions of language: on Searle’s account, the conventions of language are instances of those rules which constitute IAs. “[T]he hypothesis of this book,” Searle says, “is that the semantic structure of a language may be regarded as a conventional realization of a series of sets of underlying constitutive rules, and [...] speech acts are [...] performed by uttering expressions in accordance with these sets of constitutive rules” (Searle 1969: 36 f.).<sup>7</sup>

As a paradigmatic analysis of an ‘IA’, Searle presents an analysis of promising.<sup>8</sup> On Searle’s view, acts of promising are constituted by the “semantical rules for the use of any illocutionary force indicating device *Pr* for promising” (Searle 1969: 62), that is, by those rules which determine the meaning of “...—that’s a promise,” “Je promets ...,” or “...—das verspreche ich dir!”

Of these rules, again, Searle conceives as follows:

- [1.] *Pr* is to be uttered only in the context of a [...] stretch of discourse, *T*, the utterance of which predicates some future act *A* of the speaker *S*. [...]
- [2.] *Pr* is to be uttered only if the hearer *H* would prefer *S*’s doing *A* to his not doing *A*, and *S* believes *H* would prefer *S*’s doing *A* to his not doing *A*.
- [3.] *Pr* 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. [...]
- [4.] *Pr* is to be uttered only if *S* intends to do *A*. [...]
- [5.] The utterance of *Pr* counts as the undertaking of an obligation to do *A*.

(Searle 1969: 63)

Notice in particular the nature of rule 5: it is a constitutive rule, evidently meant to be constitutive of the conventional effect involved in promising, which is the obligation of the speaker to bring about the promised thing.

<sup>6</sup> Searle later suggests various other views as to which essential features ‘illocutionary acts’ are supposed to have or not to have; cf., e.g., Doerge (2006a: § 7.2).

<sup>7</sup> For more details concerning the central hypothesis of Searle’s book, see Doerge (2006a: § 6.5).

<sup>8</sup> More accurately, what he presents is an analysis of the explicit and non-defective promise in the literal utterance of a sentence, given a number of additional conditions; cf., e.g. Bach & Harnish (1979: 128); for details see Doerge (2006a: 84-88).

There are several additional characteristics of the analysis of promising, among them the presence of “propositional content conditions,” “preparatory conditions,” a “sincerity condition,” and an “essential condition.” It remains unclear in Searle’s exposition, however, which of all these conditions are supposed to indicate *essential* features of IAs, and which are not. In general, although Searle explicitly announces a “full dress analysis of the illocutionary act” (Searle 1969: 54), he does not give one. For the present purpose it suffices, however, to see that Searle, by means of his central hypothesis and by his description of the rules of illocutionary force indicating devices, reveals a conception according to which ‘IAs’ are conventional acts, involving the production of a conventional effect, and that promising is supposed to be an indubitable instance of a type of ‘IA’.

Alston’s exposition of his notion of ‘IAs’ starts with two indications, one concerning the intension of ‘IA’, and one concerning the extension, which then, however, run into an inconsistency. On the one hand, Alston proposes a list of (supposed) IA types, which is intended to demonstrate the extension of “the total illocutionary act field, including the main categories into which it is divided” (Alston 2000: 33). On this list we can find such acts as reporting, admitting, denying (as ‘Assertives’), asking, commanding, recommending (as ‘Directives’), promising, betting, offering (as ‘Commissives’), thanking, apologising, congratulating (as ‘Expressives’), and, finally, adjourning, appointing and hiring (as ‘Exercitives’).

Also, Alston gives an intensional definition. For him, the term “illocutionary act” simply refers to acts with a content,<sup>9</sup> that is (supposed to be), to acts which can appropriately be described by an *oratio obliqua* report.<sup>10</sup>

But later on, Alston discovers a dilemma.<sup>11</sup> Many of those acts which, by giving the list, he subsumes under the extension of ‘IAs’, turn out by closer inspection to involve the production of one or the other ‘conventional effect’ (cf. Alston 2000: 81 f.). Thus, for example, promising involves placing oneself under an obligation to do the promised thing, and adjourning a meeting involves bringing it about that the meeting is no longer in session. Involving the production of these conventional effects, however, those acts are not (mere) acts with a content (even if, as Alston maintains, each of them does involve an act with a content as a component, or aspect of the whole act). Being such an ‘act with a content’, however, is the conception of ‘IAs’ which Alston defends. In the end, Alston decides to maintain his intensional definition of ‘IAs’ as (mere) acts with a content (Alston 2000: 91), thereby deliberately dismissing the authority of the list. In those cases where conventional effects are involved, Alston suggests isolating the act-

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<sup>9</sup> See, e.g., Alston (2000: 2, 13, 14, 26, 33, 89).

<sup>10</sup> See, e.g., Alston (2000: 2, 13, 14, 26, 89).

<sup>11</sup> See, particularly, Alston (2000: 81-84, 89-91).

with-a-content component, or aspect of the act, calling it,<sup>12</sup> for example, *purporting to adjourn the meeting* (Alston 2000: 91), or *purporting to hire* (Alston 2000: 95), or, in the case of promising, *purporting to promise* (Alston 2000: 132). Thus, on Alston's account, the acts on the list fall into two groups. Following his final terminology, only those of the acts on the list which are (mere) 'acts with a content' fall under his conception of 'IAs'; whereas those which involve the production of conventional consequences do not.

Let us finally turn to the notion of 'IAs' Bach & Harnish defend—or rather, to the two notions, for on their account, the “illocutionary act” is a conglomerate of two different kinds of phenomena. On the one hand, there are what they call 'communicative IAs'. These consist in the agent's making an utterance<sup>13</sup> in order to express an attitude, which, again, in their view amounts to having what they call a “reflexive intention” (for short, an “R-intention”), an intention whose “fulfilment consists in [its] recognition” (Bach & Harnish 1979: 15). Being 'reflexive' in this sense, indeed, is the reason why the having of such an intention is called the performance of a 'communicative' IA: for in their view, a *communicative* intention “has the peculiar feature that its fulfilment consists in its recognition” (Bach & Harnish 1979: xi).<sup>14</sup> Notice that conventional effects are not involved in any way in these acts.

On the other hand, however, there are so-called 'conventional IAs', and these do involve the production of conventional effects. They do not, in turn, essentially involve communicative intentions. Whereas 'communicative IAs' succeed by means of their recognition, “conventional ones succeed by satisfying a convention” (Bach & Harnish 1979: 110). There are even reasons to believe that on Bach & Harnish's account, if a given kind of act does essentially involve communicative intentions then this act does not count as a 'conventional IA'. Thus they say that “[c]onventional illocutionary acts are not essentially communicative and do not require R-intentions” (Bach & Harnish 1979: 117). Furthermore, they say that an act is a 'conventional IA' “just in case,” and hence only if,

... what is said (or uttered, in some instances) and the conditions of utterance meet the specifications of the relevant convention. [...] No R-intention is required for performing a conventional illocutionary act, and the speech act schema is inoperative. Instead, the speaker simply intends that his utterance count as an act of a certain sort merely in virtue of falling under the relevant convention. [...] His intention in this case is not to express an attitude [...].

<sup>12</sup> Cf. Alston (2000: 94 f.) for a short discussion.

<sup>13</sup> Cf., e.g., Bach & Harnish (1979: 116).

<sup>14</sup> This condition may be felt to be a bit too strong for being 'communicative'; cf. Doerge and Siebel (2008). It also seems to be too strong for being an 'illocutionary act'; cf. Siebel (2003).



(Bach & Harnish 1979: 116 f.)

With ‘convention’ Bach & Harnish mean “actions which, *if* done in certain situations, count as doing something else” (Bach & Harnish 1979: 109). Among the examples they give of conventional IAs are voting, arresting, and marrying (Bach & Harnish 1979: 108). They assume exactly two classes of conventional IAs, “Effectives” and “Verdictives.” Regardless of whether effective or verdictive, however, conventional IAs are “endemic to particular institutions” (Bach & Harnish 1979: 111).

Although these expositions of the accounts of Searle, Alston and Bach & Harnish are very sketchy, they suffice to show that the conceptions of ‘IAs’ which these authors have, respectively, differ from each other to a considerable extent. Now let us turn to the main issue of this paper. Let us consider some of the implications which the differences between these accounts have concerning the extension of ‘illocutionary acts’—in particular, concerning the question whether promising is an ‘illocutionary act’.

Following Bach & Harnish’s exposition, promising is a ‘communicative IA’. This assumption implies that promising involves having a reflexive intention, but does not involve any conventional effects. Notice that this implication seems to conflict at least with the everyday conception of ‘promising’. For according to this, it is impossible to promise without thereby committing oneself to bring about the promised thing. Bach & Harnish recognise this issue, and they appear to agree that it does involve a problem. At least, they apply two strategies designed to cope with it.

Firstly, they suggest that, contrary to appearances, promising does not involve the production of an obligation for the speaker. Thus, although they say that commissives (such as promises) “are acts of undertaking obligations” (Bach & Harnish 1979: 125), the plausible conclusion that, hence, promising essentially involves a conventional effect is not intended. Rather, Bach & Harnish assume a distinction between the “undertaking” of an obligation on the one hand, and its “creating” on the other, maintaining that “to undertake an obligation is not automatically to create one” (Bach & Harnish 1979: 125). Now on their account, only the “creation” of an obligation implies that the obligation really comes about. “That S is obligated to fulfil his commitment”, however, “is a moral question not answerable by the theory of illocutionary acts”, they argue (Bach & Harnish 1979: 125).

So according to this interpretation, promising can be viewed as a ‘communicative IA’, because it does not involve the ‘creation’ of an obligation, but merely its ‘undertaking’, which does not involve the obligation’s coming into existence. The crucial supposition on which this argument rests, however, does not seem too plausible at first glance. According to a normal conception of

‘promising’, I *cannot* promise something without, indeed, actually *creating* an obligation to do the promised thing.

And in fact, Bach & Harnish appear to confirm this objection eventually, which leads to a second strategy. “Searle claimed,” they argue, “quite correctly that promises are not only acts of undertaking an obligation, but acts that create obligations” (Bach & Harnish 1979: 289 n.4). Here they appear to acknowledge that promising involves the production of a conventional effect. Still they maintain that no conventional effects are involved in ‘communicative IAs’. “[T]he most that a promise creates qua illocutionary act is the mutual belief between *S* and *H* that *S*’s utterance obligates *S* to do [the promised act]. That it does so in fact is another matter, be it a matter of moral or of institutional fact. Whatever it is, it is not an illocutionary fact” (Bach & Harnish 1979: 289, n.4).

The claim that (communicative) IAs involve no conventional effects is now maintained by an insinuation to the effect that, although promising does involve a conventional effect, not the whole of promising, or not every aspect of it, is (communicatively) ‘illocutionary’. Promising does involve the production of an obligation, but in doing so it goes beyond the limits of ‘illocutionarity’. In short, Bach & Harnish’s second strategy suggests that promising is not a communicative IA.

It may be speculated whether or not Bach & Harnish might wish to classify promising as a ‘conventional IA’ instead. A good reason for doing so would be that promising does appear to involve the production of a conventional effect. Nevertheless, there are significant reasons to assume that Bach & Harnish do not take this path. Throughout the book, they unambiguously treat promising as a communicative IA; they never even consider that it might belong to the ‘conventional’ variety. This may be due to the fact that they take promising to involve an R-intention; for as we saw, it appears that according to their notion of ‘conventional IAs’, if a kind of act essentially involves a communicative intention then this is an obstacle to its being a ‘conventional IA’. Another reason might be that they assume exactly two types of conventional IAs, “Effectives” and “Verdictives” (Bach & Harnish 1979: 110), and it is rather clear that promising belongs to neither of these classes.

Anyway, according to Bach & Harnish’s actual treatment of promising, it is a ‘communicative IA’. Assuming what appears to be commonplace, however, that promising does involve the production of an obligation for the agent, together with their conceptions of ‘IAs’, it appears that actually it cannot be such a ‘communicative IA’. They do not count promising among their ‘conventional IAs’ either, although there may be some reason eventually to do so. Thus on Bach & Harnish’s account, it remains unclear whether promising is an ‘IA’ at all, and it also remains unclear, if it is one, to which of the two rather different varieties of ‘IAs’ it is supposed to belong.

Let us turn to Alston's (2000) account. According to the terminology employed there, promising turns out not to be an 'IA' (not to deserve the name, given Alston's intensional definition, that means). Alston does initially consider maintaining both views, that promising "counts as an illocutionary act type" *and also* that it "involves the production of a conventional effect" (Alston 2000: 96). Given the conception of IAs as (mere) 'acts with a content' which he finally establishes, however, this idea must be abandoned.

Accordingly, Alston eventually decides to distinguish between the act of "purporting to promise," which is a (mere) "act with a content" and thus worth being called an 'IA' in his terminology, on the one hand, and "the total package that includes both the pure illocutionary act and the conventional effect production" (Alston 2000: 97) on the other. Thus according to Alston's final analysis, promising goes beyond what is "illocutionary" insofar as it does involve the production of a conventional effect; the "illocutionary" act merely covers the agent's performance of an act with a content, the "purporting to promise."

Last, to consider Searle's (1969) account, promising is here not only treated as an unquestionable instance of an 'IA'; it is even considered a *prototypical* instance of such an act. In particular, although Searle's conception of 'IAs' remains largely unclear in the book, we saw that he unambiguously represents them as conventional acts. Now as to promising, Searle already argued in his "How to Derive 'Ought' from 'Is'" (1964) that if someone promised something this involves necessarily that she placed herself under an obligation to realise it. This view is reconfirmed in his analysis of promising in *Speech Acts*. Thus, on Searle's account promising is an IA, which means that it does involve the production of a conventional effect, which again is a necessary condition of being 'illocutionary' in Searle's sense.

Let me summarise the first argument. Not only have the three authors under consideration three significantly different conceptions of what an 'IA' actually is, they also do disagree on the question whether promising is such an act. According to Searle (1969), promising is an unquestionable, and even prototypical instance of an 'IA', involving a conventional effect, as in Searle's (1969) conception 'IAs' are generally supposed to do. According to Alston's (2000) conception, in contrast, 'IAs' do not involve any conventional effects; insofar as an action does involve conventional effects, it is not an IA. Alston assumes that to promise is to produce a conventional effect, and accordingly he does not classify promising as an IA. On Bach & Harnish's (1979) account, again, it is unclear whether promising is an 'IA' or not, and if so, it would still remain hard to say to which of the two varieties, 'communicative' or 'conventional', it would be supposed to belong. Bach & Harnish themselves classify promising as a 'communicative IA'; but this rests on the problematic assumption that I can promise *without* thereby creating an

obligation; promising does appear to involve such an obligation, as in fact they appear to admit.

### 3. Is the term “illocutionary act” indispensable?

Not only do different authors have different conceptions of ‘illocutionary acts’: the conceptions we have just been considering do lead to different views as to which act types are ‘illocutionary’ and which are not; indeed, the views concerning promising, which may indeed be expected to be an uncontroversial case if there is one at all, turn out to differ significantly.

The present terminological diversity concerning the term “illocutionary acts” involves the threat that, using one and the same term, we might be speaking about different things. And, indeed, this is not merely what we are threatened by; it is what really happens. As I demonstrate in a recent paper (Doerge, in preparation), the notorious debate between Searle (1989) on the one hand and Bach & Harnish (1979, 1992) on the other, concerning the question of ‘how performatives (really) work, provides a perfect example of how unsubstantial an apparent controversy can be if, unawares, different definitions are applied to a term. Here Searle maintains, apparently opposing Bach & Harnish’s account, that the success of an ‘illocutionary act’ is to be explained with reference to constitution by a convention—because according to his definition ‘illocutionary’ acts are institutional acts. Apparently opposing this view, Bach & Harnish insist that such conventions are not involved, and that instead understanding of the speaker’s intention by the hearer is required—because what they have in mind as (the central variety of) ‘illocutionary’ acts are pure acts of communication. In fact, the parties do not disagree in any substantial way: Searle does not deny that *acts of communication* succeed by means of the speaker’s understanding the speaker’s intention, and Bach & Harnish do not deny that *institutional acts* involve conventions.

A solution to terminological problems like these is to acknowledge the original definition of a technical term as long as no reason to the contrary is present. In the case of ‘illocutionary act’, the term has originally been introduced by Austin. Thus it would appear to suggest itself that we acknowledge his definition of the term.<sup>15</sup> But, to be sure, my above argument was merely that the re-definition of a technical term should be avoided *in the absence of a profound reason to the contrary*. Now it is sometimes suggested that, actually, we do have a profound reason to admit of

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<sup>15</sup> If there is one: another possible argument against my conclusion rests on the assumption that in fact Austin did not try to define the term at all, or did not succeed in trying to. My view is that he defined the terms clearly enough; cf. Doerge (2006a: Part I).

(one or the other of) those re-definitions which have been established by such authors as Alston, Bach & Harnish and Searle.<sup>16</sup>

For as things are now, the accounts of Searle, Bach & Harnish and Alston (as well as the accounts of several other theorists) do employ the term 'IA' for picking out one or the other entity; and we can assume that these entities play a significant role in their accounts. Furthermore, to be sure, my argument does not involve denying or lessening the significance of the entities assumed in those accounts. But then we must be aware that for the purposes of those accounts, the entities referred to as "illocutionary acts" are to be referred to *somehow*. So if my suggestion is that the term "illocutionary act" should be used as Austin defined it, and thus in many or most cases differently, then the question may be asked how the entity aimed at should be referred to instead. Would it not involve considerable effort to find a new term suited to refer to the entity aimed at in each case, and would not waiving the term "illocutionary act" cause considerable inconvenience? But if waiving the term "illocutionary act" caused considerable inconvenience, the argument concludes, then this would constitute a profound and, indeed, overriding reason eventually to accept the re-definitions of the term "illocutionary act."

I think that this argument captures several important aspects of our intuitions concerning the issue, and I do appreciate some of its aspects. For example, I admit that there may be, and sometimes there are, situations in which we should accept the re-definition of a technical term. Consider, for instance, the case of the term "atom." The Greek predecessor meant 'indivisible (thing)'. But the object it refers to, as it turned out, is divisible, and thus it may appear that the term has somehow been re-defined. Notice, however, also that in this case no ambiguity appears to be involved, such that my argument is not applicable to it anyway.

Starting my reply, however, I should like to ask, is it true that avoiding the term "illocutionary act" would cause considerable inconvenience for the relevant accounts? And it appears to me that, at least in the cases we are considering in this paper, the answer is "no." In fact, it is rather easy to find alternative, and perhaps even more appropriate, terms for the relevant phenomena.

To start with, the notion "illocutionary act" is not required for the discussion of Bach & Harnish's account. Bach & Harnish themselves give another name for the 'communicative' IA (which is somehow supposed to be the 'real' IA). What they are concerned with, they say, is "linguistic communication." If so, then we might use the term "act of linguistic communication" for the act which they are dealing with. Alternatively, we might employ their own technical term "reflexive intention" and "R-intention". Their 'conventional IAs', in turn, do not involve the

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<sup>16</sup> As to Searle's conception, although it is not clear whether, and in how many ways the conception of 'IAs' he uses in *Speech Acts* differs from Austin's after all, at least it is clear that he later employs several different conceptions, some of which are evidently very different from Austin's; see, e.g., Doerge (2006a: 141-143, 203-211).

presence of any reflexive, or communicative, intention. In fact, the only significant feature Bach & Harnish do ascribe to them is that they are conventional acts. If so, then “conventional act” could be used. If any additional feature is intended, then it will be easy to add a corresponding qualification.

For the discussion of Alston’s account, the term “illocutionary act” appears to be unnecessary, too. He himself gives quite a number of alternative descriptions which we might use. Thus as we saw, his “guiding star” is that ‘IAs’ are acts “with a content”; additionally, he identifies ‘IAs’ as acts which deserve an “*oratio obliqua* report” (e.g. Alston 2000: 14). No doubt, it is easy to replace the term “IA” by one of these descriptions, or by a new technical term referring to them.

The case of Searle’s account is unproblematic, too, though for another reason. For contrary to what many believe, Searle (1969) does not present any definite conception of ‘IAs’ at all. Although he announces a “full dress analysis of the illocutionary act,” what he in fact provides is merely his analysis of the (supposedly, illocutionary) act type of promising, together with statements of sets of rules of illocutionary force indicating devices of several further (supposedly, illocutionary) act types. It remains, however, largely in the open which of the many features and conditions he is dealing with in this connection is supposed to be necessary, and which collection of them he would take to be sufficient for the presence of an ‘IA’.<sup>17</sup>

Now it is evidently not necessary to ask whether the notion “illocutionary act” should be used for Searle’s conception, or the phenomena he is dealing with, given that there is neither an identifiable intension nor a definite extension to be captured. In the case of Searle’s (1969) account, it seems to me, it would be most appropriate to consider the different features such as “conventional effect”, “meaning intention”, “preparatory condition”, etc., separately.

#### 4. Summary

Let me summarise the argument of this paper. I was considering two objections which have been stated against my suggestion that Austin’s definition of ‘IAs’ should be acknowledged as authoritative.

The first objection is that although there may be a variety of intensional definitions of ‘illocutionary acts’, contrary to what I assume, this is not very problematic because, allegedly, the extension of those acts is indisputable. Against this, I showed that the opinions of Alston, Bach & Harnish and Searle concerning the ‘illocutionarity’ of promising are very different, even though actually

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<sup>17</sup> See Doerge (2006a: 141-143, 212 f.).

promising is commonly taken to be a very obvious case of an IA: this demonstrates that the extension of 'IAs' is really unclear.

The second objection is that the term "illocutionary act" was indispensable for some, many, or all of those accounts which re-define it. By way of a partial reply, I showed that this is at least not true for the accounts under consideration here, Alston (2000), Bach & Harnish (1979), and Searle (1969); for in these cases it is easy to find appropriate replacements for the term. Indeed, it appears plausible that many, if not all, other accounts using the term could rather easily find appropriate alternatives, too. Thus, for example, Schiffer's (1972) notion simply refers to a speaker's meaning something: such that "meaning" would be an obvious alternative here. Kemmerling (2001) equates "illocutionary acts" with 'gricy' acts: such that "gricy" could well replace the term "illocutionary" in his account. And similarly with Andersson's (1975) "communicative," "socially performatory" and "P-ceremonial acts".

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**About the Author**

Friedrich Christoph Doerge studied classics, linguistics, literature and musicology, finishing with a MA in 1999, and received his PhD in philosophy from Tuebingen University in 2004. At present he is leading a research project (DFG) on speech acts. The focus of his research lies on the philosophy of language.