

IN DEFENSE OF A DERIVATION OF 'OUGHT' FROM 'IS'

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Searle thinks we can derive normative conclusions from descriptive premises, and I think he may have a point. Consider the following argument¹:

A Promising Argument

- P1: Jones uttered the words 'I hereby promise to pay you, Smith, five dollars'.
- P2: Under certain conditions C, anyone who utters the words (sentence) 'I hereby promise to pay you, Smith, five dollars' promises to pay Smith five dollars.
- P3: Conditions C obtain:

C1: Jones promised to pay Smith five dollars.

Searle has claimed that the argument (henceforth 'PA') involves only descriptive premises but that the conclusion is a normative (what he calls an 'evaluative') conclusion. Anthony Flew thinks Searle fails to deliver the goods, and in particular, he believes Searle's project fails at precisely in regard to the analysis of PA. I think Searle's argument is better than Flew makes it out to be.

Preliminaries

It will be helpful to lay out Searle's claims concerning PA. As was

noted above, Searle claims that P1 - P3 are purely descriptive claims. Most of Searle's discussion of C1 presupposes that C1 is descriptive, but Searle leaves it open that someone might claim that C1 is evaluative. If someone were to argue that C1 is evaluative, Searle's project would not be jeopardized. For assuming that P1 - P3 are descriptive, Searle would have shown that an evaluative claim (viz., C1) can be derived from descriptive premises (viz., P1-P3) without proceeding through the remaining premises he presents.

Neither Searle nor Flew provide precise criteria for distinguishing between descriptive and evaluative claims. Searle mentions that this distinction corresponds to the distinction between statements of fact and statements of value, and he suggests that statements of fact will be statements of empirical facts and statements of value will be moral statements. Flew provides as a guide in understanding this distinction a quote from Karl Popper's book *The Open Society and Its Enemies* in which Popper makes a distinction between statements of fact and statements of norms. Popper suggests that statements of fact are statements about how the world is, while statements of norms concern standards which humans impose upon the world irrespective of the facts.

Both Searle and Flew assume that this distinction between descriptive and evaluative statements corresponds to a real distinction among statements. Searle is quite clear on this point. Flew is less obviously committed to this distinction. He claims that it "is not, and does not have to be thought to be, a clearcut feature of all actual discourse." However, he claims that the move a critic of Searle's position must make is "to distinguish normative and descriptive elements of the meaning of words like promises." These excerpts show that Flew is at least committed to there being a distinction between evaluative and descriptive meanings of words, albeit one which is not a clearcut feature of our actual discourse. Given that Flew accepts the corresponding distinction among statements. This assumption that such a distinction among statements is a good one may be incorrect. It might be the case that the correct analysis of evaluative language reveals that evaluative claims are, in fact, descriptive claims, or vice versa. Nonetheless, for our purposes here it will be assumed that this dis-

inction has merit.

Searle's View

Searle claims that the inference from P1-P3 to C1 is a valid inference. Although we shall have to look into the truth of this claim when we turn to Flew's objection, *prima facie* it is correct to claim that if P1 - P3 are true (assuming that the conditions C in P2 and P3 are spelled out) then C1 must be true.

Searle denies that C1 is presenting in *oratio obliqua* (in the form of indirect discourse) Jones' utterance "I hereby promise to pay you, Smith, five dollars". C1 is not a report of what Jones said, according to Searle. Rather, C1 asserts that Jones has committed the speech act of promising with regard to Smith. To promise is to act in a certain way, and according to Searle, C1 asserts that Jones has acted in that way with regard to Smith.

Searle places constraints upon how we are to understand the situation that Jones and Smith are in when Jones utters "I hereby promise to pay you, Smith, five dollars." These constraints constitute the conditions C in premises P2 and P3. Among the conditions C are, for examples, the conditions that (1) Jones and Smith are speakers of English, (2) Jones and Smith are speaking seriously, and (3) Jones knows what he is doing. Searle has no pretensions of having explicitly provided the complete list of conditions which are sufficient for the speech act of promising given an utterance of the form "I hereby promise you, Smith, five dollars." Nevertheless, Searle claims that the all of the conditions making up the set of conditions C are straightforwardly empirical conditions, or in other words, the conditions C are purely descriptive conditions.

As P2 makes clear, according to Searle when the conditions C obtain, they are sufficient to make anyone's utterance "I hereby promise you, Smith, five dollars" a promise to pay Smith five dollars. Thus for Searle, the conditions C are the sufficient conditions for making the utterance in question an instance of the speech act of promising. A speech act occurs, according to Searle, when a phrase in a language has a meaning the consequence of which is that the utterance of that phrase under certain condi-

tions constitutes an action of a certain sort. For example, the English phrase "I would like to introduce Ms.Akins to you, Mrs.Keynes", when uttered under the right conditions, constitutes a speech act of introduction. Searle claims that, in the situation of Jones and Smith, a speech act of promising has occurred.

Since for Searle, the conditions C are the sufficient conditions for someone's utterance of the phrase "I hereby promise to pay you, Smith, five dollars" to constitute an instance of a speech act of promising, and since all of the conditions C are purely descriptive conditions, it follows that a purely descriptive set of conditions is sufficient for someone who utters the phrase "I hereby promise to pay you, Smith, five dollars" to commit a speech act of promising. Thus, no evaluative element, according to Searle, need be present for someone to promise to pay Smith five dollars.

Searle asserts, "Uttering certain words in certain conditions just is promising and the description of these conditions needs no evaluative element." Thus, we can present Searle's analysis of a speech act of promising in the following way:

(SAP) X has committed a speech act of promising to pay Smith five dollars at t iff:

- 1) X has uttered the phrase 'I hereby promise to pay you, Smith, five dollars' at t, and 2) Descriptive conditions C obtain at t.

Flew's View

Flew disagrees with Searle's analysis of a speech act of promising. According to Flew, the correct analysis of a speech act of promising is:

(FAP) X has committed a speech act of promising to pay Smith five dollars at t iff:

- 1) X has uttered the phrase 'I hereby promise to pay you, Smith, five dollars',
- 2) Descriptive conditions C obtain, and

- 3) X is committed to the norms involved in the institution of promising.

Thus, Flew believes that Searle has not provided the sufficient conditions for a speech act of promising. Furthermore according to Flew, SA is fallacious because it fails to take the evaluative condition 3 into consideration. An additional premise and a change in premise P2 would be needed before C1, understood as asserting that Jones had committed a speech act of promising, would follow, Flew's reconstruction of SA would look something like this:

A Less Promising Argument

- P1: Jones uttered the words 'I hereby promise to pay you, Smith, five dollars.'
- P2: Under certain conditions C and if the person P is committed to the norms involved in the institution of promising, then if P utters the words (sentence) 'I hereby promise to pay you, Smith, five dollars' P has promised to pay Smith five dollars.
- P3: Conditions C obtain.
- P4: Jones is committed to the norms involved in the institution of promising.

C2: Jones promised to pay Smith five dollars.

Flew claims that P4 is an evaluative premise. Thus, if Flew's reconstruction of is correct, Searle's attempt to derive an evaluative conclusion from purely descriptive premises fails. For as we noted above, if an evaluative claim is present in PA, then Searle's large project fails.

A Closer Look

In evaluating Flew's objection to Searle's argument I will follow two lines of investigation. First, I will assess Flew's analysis of a speech act of promising (FPA). After this analysis has been shown to be faulty, I will then assess Flew's reconstruction of PA and show that, even if we accept

P4 and the change in P2, the argument is not jeopardized.

Condition 3 in FAP is not a necessary condition for the speech act of promising. Condition 3 asserts that, unless a person accepts the norms involved in the social institution of promising, a person cannot commit the speech act of promising. Reflecting on what is involved in the example of Jones and Smith will help to show why this is false.

Assume that condition 3 of FAP is a necessary condition for committing a speech act of promising. Assume that every condition for a successful speech act of promising except for condition 3 is satisfied in the situation under consideration. Assume further that Jones does utter the sentence "I hereby promise to pay you, Smith, five dollars." Moreover, assume that we know that Jones does not adopt the norms involved in promising and that Smith is ignorant of this. In fact, let's assume that we know that Jones is an inveterate liar and con-man who, in order to swindle people like Smith, counts on them assuming that he does adopt the norms involved in promising.

Given that Jones is this way and that our other assumptions are true, we would have to say that Jones has not promised to pay Smith five dollars. But this is certainly not how we actually assess such situations. Rather, we would say, in this case, that Jones indeed has promised to pay Smith five dollars; it just happens that Jones is a cad. It is intuitively obvious that if anyone has made a promise, Jones has made a promise to Smith in this situation.

Since we clearly don't want to claim that Jones hasn't promised to pay Smith five dollars in the example we are considering, some one of our initial assumptions for our example must be rejected. Doubting that Jones uttered the words he did seems wrong. People utter such phrases all the time, although perhaps in a more informal way, and assuming that Jones uttered these words in this case seems perfectly acceptable. Doubting the descriptive conditions under which such an utterance constitutes a speech act seems wrong as well. Both Searle and Flew agree that some such conditions must exist for speech acts of any kind to occur. Assuming that

Jones is not committed to the norms involved in the institution of promising, while apparently a perverse assumption to make according to Flew, is nonetheless obviously an acceptable assumption. It seems clear that many people are not committed to the norms of the institution of promising, unfortunate though this fact may be. Thus, the assumption that condition 3 is a necessary condition for committing a speech act of promising must be denied. And this seems perfectly reasonable. The fact that Jones isn't committed to the norms involved in the institution of promising while nevertheless making appearances of so doing shows only that he is disingenuous; it does not exonerate him from his promise.

Since Flew's analysis provided him with the reason for reconstructing PA in the way he did, the above assessment of FAP would be sufficient to undermine Flew's objection to PA. However, since our intuitions concerning promises are fallible, it behooves us to demonstrate that, even if we accept FAP and Flew's reconstruction of PA, Searle's large project of deriving an evaluative conclusion from descriptive premises is not jeopardized. In order to succeed in this demonstration, we must show that the premises P2 and P4 of Flew's argument are not evaluative. Since P2 is evaluative only if P4 is evaluative, we shall focus our attention on P4.

P4 asserts that Jones is committed to the norms involved in the institution of promising. Thus, P4 asserts that Jones has the property of being-committed-to-the-institution-of-promising. Flew claims that this premise is evaluative. This seems false. That Jones has a commitment of some sort is a fact about Jones. We could, if need be, construct an experiment whereby we determine whether or not Jones has a given commitment, say by asking Jones whether or not he has the commitment in question. As such, Jones' having a commitment is an empirical state of affairs. To use Popper's terminology, Jones' having a commitment is a way the world is and not a norm asserted by humans. Thus, P4 is not an evaluative premise. Rather, it is a descriptive premise. As such and in full accord with Searle's position, P4 could be put into the set of conditions C, leaving us with Searle's original argument. Of course, we have given reasons for thinking that we might not want to have P4 in the set of conditions C either, but this only

simplifies the matter more, since we would then be left with Searle's original argument without the addition of P4 to the set of conditions C.

It is difficult to imagine how Flew can deny our contention that his analysis of the speech act of promising (SAP) is incorrect and, thus, that his objection to PA is faulty. For him to deny that the example given is a counter-example to his analysis would leave him in the difficult position of explaining our intuitions concerning this example and others like it that might be generated. But assuming that Flew opts for this line, the burden of showing how P4 is evaluative still rests with him. Unless a plausible case can be made for P4's being evaluative, Flew's objection to Searle's position fails, even given his alternative analysis of the speech act of promising.

A Possible Objection

It might be urged against the objection just presented that our reconstruction of Flew's analysis of a speech act of promising (FAP) is incorrect. It might be claimed that condition 3 of (FAP) inaccurately reports Flew's intended analysis. For, condition 3 was distilled from the following claim: "...the normative element enters...when, by using the word 'promise' without reservation, we commit ourselves to that institution." 'We', as it is used in this quote, might be understood to refer to the person(s) reporting or making observations about a speech act, or it might be understood to refer to the person(s) committing the speech act. In presenting our objection, we have followed the latter interpretation. However, it might be claimed that Flew intended the 'we' in question to refer, instead, to the person(s) calling the act a promise. In this case, Flew's analysis of a speech act of promising would be reconstructed as follows:

(FAP2)X has committed a speech act of promising to pay Smith five dollars at t iff 1) X has uttered the phrase 'I hereby promise to pay you, Smith, five dollars', 2) Descriptive conditions C obtain, 3) There is a person calling the act a promise, and 4) The person calling the act a promise is committed to the norms involved in the institution of promising.

On this reading, Flew's analysis would include two conditions upon the speech act of promising which Searle left out; thus, Flew would be objecting to Searle's analysis as inadequate. Moreover, PA would again be fallacious on account of the fact that it fails to take conditions 3 and 4 into consideration. Two further premises and a change in P2 would be needed before C1, understood as asserting that Jones had committed a speech act of promising, would follow. Given (FAP2), Flew's reconstruction of SA would be like this:

A More Promising Argument

P1: Jones uttered the words 'I hereby promise to pay you, Smith, five dollars.'

P2: Under certain conditions C and if a person P called Jones' act a promise and if the person P who is calling the act a promise is committed to the norms involved in the institution of promising, then if Jones utters the words (sentence) 'I hereby promise to pay you, Smith, five dollars' Jones has promised to pay Smith five dollars.

P3: Conditions C obtain.

P4: There is a person P who called jone's act a promise.

P5: The person P calling the act a promise is committed to the norms involved in the institution of promising.

C3: Jones promised to pay Smith five dollars.

Flew claims that P5 is an evaluative premise. Thus, if this reconstruction of PA is correct, Searle's attempt to derive an evaluative conclusion from purely descriptive premises is undermined.

Once More Unto the Breach

In assessing this form of Flew's objection to Searle's argument, it is sufficient to show that it admits of counterexamples and that P5 is not

evaluative. I will address these two points in reverse order. P5 of Flew's second argument is not an evaluative premise for the same reasons that P5 of his first was not evaluative. In his first argument, P5 asserts that the person calling the act a promise has the property of being-committed-to-the-norms-involved-in-the-institution-of-promising. This is a fact about the person in question. As such, P5 is a descriptive promise. Flew's claim that P5 is evaluative is thus false. Moreover, P4 of Flew's second argument is uncontroversially descriptive. Therefore, on this reconstruction of Searle's argument, Searle's project is not imperilled.

(FAP2) asserts two necessary conditions for the commission of a speech act of promising beyond those Searle proposes. Condition 3 of (FAP2) asserts that there must be a person who calls the act in question a promise before the act can become a speech act of promising. Condition 4 asserts that the person so calling the act must be committed to the norms involved in the institution of promising before the act can become a promise. Both of these conditions are objectionable. An example will make this clear.

Imagine that Smith and Jones are alone in remote area of the Mojave desert. Assume that Jones has uttered the words (sentence) 'I hereby promise to pay you, Smith, five dollars.' Assume that the descriptive conditions C necessary for this act to become a speech act of promising obtain. Let it also be the case that neither Smith nor Jones calls this act a promise. Finally, assume that no person ever comes into contact with Jones or Smith after Jones has made this utterance. It is clear from these parameters that no one ever calls Jones' utterance a promise. therefore, condition 3 of (FAP2) is not satisfied. It is *a fortiori* obvious that condition 4 of (FAP2) fails to obtain. On Flew's interpretation of speech acts of promising, we must accept that in this situation Jones has not promised to pay Smith five dollars. Nevertheless, we do not want to claim that in this situation Jones has promised to pay Smith five dollars. Neither the fact that Jones and Smith fail to baptize the act by calling it a promise nor the fact that no person other than Jones and Smith called the act a promise make the act any less a promise. Natural historians of actual discourse need not be present

for promises to occur.

Changing the example slightly, we can see that condition 4 is unnecessary as well. Assume that the situation described above is the same except for the facts that 1) unbeknownst to Smith and Jones, a CIA spy satellite records and transmits the event to Washington where CIA operative Lingo witnesses the transmitted event and calls it a promise and 2) Lingo is not committed to the norms involved in the institution of promising. In this case condition 3 of (FAP2) is satisfied. However, condition 4 is not satisfied. Our agent Lingo is a mean spirited member of the CIA; he is indifferent to the norms involved in the institution of promising. This should make no difference as to whether or not Jones' utterance qualifies as a speech act of promising. Our moral intuitions are that such a fact has no bearing on whether or not Jones has made a promise. It is irrelevant to Smith's and Jones' situation whether or not Lingo accepts the norms involved in the institution of promising.

Conclusion

If it's possible to derive an ought from an is, it surely isn't easy. Where analysis suggests that the derivation obtains, we need to carefully consider arguments to the contrary. Searle has given us a plausible argument, and the countervailing arguments seem weak. There is yet a good promise in his reasoning.

NOTES

1. The argument is from Searle's "How To Derive 'Ought' From 'Is'," *Philosophical Review*, 73 (1964), pp. 43-48. The article is reprinted in the widely *Contemporary Ethics: Selected Readings*, edited by James P. Sterba, Prentice Hall (1989), pp. 55-60. Anthony Flew's has responded to Searle's argument in "On Not Deriving 'Ought' From 'Is'," *Analysis*, 25 (1964), pp. 25-32. Flew's article is also reprinted in the Sterba volume, pp. 61-66.

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