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Speech acts and conventions

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Abstract

In this paper I take up one of the main unresolved questions that arises from J.L. Austin's work, namely, the the question of the conventionality of speech acts. I argue that the evidence is against the existence of essentially conventional speech acts. © 2000 Elsevier Science Ltd. All rights reserved.

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J.L. Austin initially set out a distinction between what he called performatives and what he called constatives (Austin, 1976; Warnock, 1991). The latter consisted of statements, assertions and the like, acts or actions which had the property of being true or false. The former on the other hand were not bearers of truth or falsity, but were rather characterised as sayings in which doings were accomplished. Thus in saying "I promise" the speaker thereby promised. Further such acts as promising could only be performed if certain conditions obtained, if certain conventions were conformed to. The utterance of a performance was a conventional action.

Actions of this sort which failed to conform to the appropriate conventions were labelled unhappy, there being various ways in which an utterance could be unhappy. For example, saying "I do" in a marriage ceremony when one was already married made that 'act' of marriage void.

Austin came to reject this performative/constative distinction when he realized

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that constatives too were sayings in which things were done — were conventional actions with felicity conditions — and when he began to think that all speech acts were subject to assessment, and that the truth/falsity dichotomy was simply a dimension of assessment. Austin went on to replace the performative/constative dichotomy with this theory of locutionary, illocutionary and perlocutionary acts. These latter were dimensions of all speech acts.

The locutionary dimension was that which consisted of the words thought of as sounds, as elements of a vocabulary and as syntactically ordered sequences. (The locutionary dimension included this much and more, since Austin included it in sense and reference. What precisely Austin meant to include in his locutionary act is problematic.) The illocutionary act was the act conventionally done in producing a sentence; the act of asserting or commanding or questioning or whatever. The perlocutionary effects were those produced by performing an illocutionary act. So telling someone that such and such (illocutionary act) may have the effect of convincing that person (perlocutionary effect).

Whether or not Austin's general account of speech acts can be made good remains to a large extent unresolved. But at least Austin's attack on the performative/constative distinction was in part successful — constatives are as much speech acts as performatives, and as such do have felicity conditions — and some distinction between speech acts and their effects, and between components of a given speech act — including illocutionary force and content — needs to be drawn. Moreover, there is a sense of being performative which is both extractable from Austin's writings, and distinguishable from non-performative acts. The paradigm of performatives in this sense would be acts like betting or promising which are effected (in part) by uttering sentences of the form "I promise..." or "I bet...". We might take over an expression from Michael Dummett and characterise these phrases as effecting what they signify (Dummett, 1981, pp. 333–334).

In this paper I want to take up one of the many specific unresolved questions that arise from Austin's work, namely the question of the conventionality of speech acts. This is a question that was explicitly addressed early on by P.F. Strawson (Strawson, 1971), by John Searle (Searle, 1969; Searle and Vanderveken, 1985) in both his early and more recent work (including his work with Daniel Vanderveken), and by Michael Dummett (Dummett, 1981; 1991) and Donald Davidson (Davidson, 1984; 1992).

1. Conventional means.

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, in a given place or time, by a particular person, in a given social or institutional context, or at a particular position in a sequence of pre-arranged procedures, is a matter of convention (Miller, 1992). Thus that the illocutionary act of naming at a ship's launching occurs after the speech is 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, namely a 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.

But it looks as though we should distinguish cases. Here we need to invoke Austin's notion of 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 (in virtue of this convention) to perform that act. But we might extend the notion of a performance to include performances, which, although containing no description of the above sort, nevertheless, by convention, were understood as being acts of a different sort (or with additional properties) to the sort they were prior to that convention (Miller, 1984). 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 performative 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 (Strawson, 1971, p. 165)? 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 just a conventional means. Suppose I prefix "The ice is thin over there" with "I warn you that". There may be no convention according to which such a prefixed utterance counts as 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 — 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 convention 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 in which 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; there are no 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, say, the force of a promise. Perhaps linguistic mood is such an indicator (Miller, 1991). If so mood is an indicator of force, but that it indicates force is purely a matter of convention, and not, for example, a matter of prior meaning.

We can say, then, that conventional indicators in both senses — mood and the prefixes considered — are conventional means employed in the performance of 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 (1971, p. 158) that an illocutionary act requires uptake (though an utterance 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. One may want to go further than this and say that indicators of force in fact in part determine force. This might be because force is a phenomenon that can exist only if its existence is indicated. If this is so then indicators of force are part of the means by which utterances have the force that they have.

Be all this as it may, let us think of indicators of force as being a means, and then some of them will be conventional means.

2. Constitutive rules.

Ought we, however, to call performatives conventional means? Are not performatives essentially conventional acts (Miller, 1984, pp. 256–258)? 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 (Searle, 1969, pp. 54–63). Now one way to perform the act of putting oneself under 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 (Searle, 1969 pp. 50–53).

The device of having some act *x* count as another act *y* is a very useful one.

For x to count as y standardly means that in certain contexts they are interchangeable — for example, 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 other cases it could do so, and it might be 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 relation of counting as — is a convention (Miller, 1992) and the sense in which it is not. If we make use here of my account of convention, then we can say that if one prefers to count x as y only on condition that 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, 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 say that the concept of counting as is conventional, that we cannot give sense to x counting as y outside the 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 could one thereby be using that utterance as a means to put oneself under that obligation? We can distinguish the utterance produced from the putting of oneself under an obligation. The former is simply a physical event whose occurrence is not necessary to the putting of oneself under an obligation — some other physical event could have done equally well. In fact it is perhaps conceivable that one could put oneself under an obligation without recourse to the production of any physical token whatsoever. But 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 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 an utterance constitutes a putting of oneself under an obligation; rather it is by convention that this utterance rather than that constitutes, or counts as, the embodiment of a particular putting 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 be some non-conventional means by which we embody putting of oneself under obligations. Thus we must conclude that performatives are conventional means by which we embody putting 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 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 they are distinguished from other conventional means involved in illocutionary acts, e.g. mood, only if these others are conventional means by which illocutionary force is indicated; and thus these others are only indirect conventional means by which illocutionary acts are performed.

3. Searle.

But 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 not now 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? Here it is understood that an essentially conventional act is one in which convention(s) is necessary; it is 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 its core — putting oneself under an obligation.

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. Searle seems to be a proponent of this view of essential conventionality with his talk of the irreducibility of institutional facts to brute facts (to physical or psychological facts) (Searle, 1969, pp. 50–53; Searle and Vanderveken, 1985, p. 12). An institution according to Searle is a system of constitutive rules. Let us think of rules as conventions, and now the essential conventionality of illocutions comes down to their being characterised in terms of systems of constitutive conventions (Miller, 1992, p. 439). 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 circumstances *c*). 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 promisor making reference to a future action, and perhaps this entails that s/he utters a sentence in which he (forcelessly) says that he will perform the action. If meaning (as distinct from force) involves essential recourse to conventions then Searle could claim the essential conventionality of illocutionary acts in virtue of the essential conventionality of meaning. Grice (and others) has offered an analysis of speaker-meaning, and on this analysis speaker meaning is not essentially conventional. Moreover Grice has offered a reduction of sentential meaning to speaker-meaning (Grice, 1989, pp. 117–137). So if Grice’s work — or one of the variations thereof — is at all on the right track, illocutionary acts are not essentially conventional. But as it happens Searle offers a very specific ground for his claim that illocutionary acts are essentially conventional. The ground in question is the alleged existence of constitutive conventions at the core of these acts. The other non-constitutive conventions cite conditions or acts which could exist or be performed outside conventions, e.g. preferences for the action, sincerity. Certainly there are conventions in the form of regulative conventions 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” (Searle, 1969, p. 63). 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 to 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 (obligating oneself). And perhaps the notion of obligating oneself does involve conventions, and does so irreducibly. But 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.

4. Strawson.

Strawson has claimed that some illocutionary acts are essentially conventional (Strawson, 1971). He also has a clear idea of what he means in saying this. However, Strawson does not 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 CIs (Strawson, 1971, p. 168). 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 (CIs) from those which are not (NCIs). In the CIs the reference to some particular audience in which a specific response is intended to be brought about is dropped, and this allows CIs to have the property that differentiates them from NCIs. In the case of CIs 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 NCIs (Strawson, 1971, p. 167). 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 realized; and similarly for the judge pronouncing "Guilty". However, in the cases Strawson puts forward as examples of NCIs e.g. warnings, objections, the overt intention — such as to put someone on their guard or to get them to believe something — is not realised just because uptake is secured and the speaker has broken no convention. The matter turns on what one takes to be the overt intentions at the core of the CIs. Coady has pointed out that some putative overt intentions of the speaker in the CIs cannot be guaranteed (Coady, 1976). The umpire cannot guarantee that the batsman leave the field of play, nor the judge that the guilty man be hanged. Coady then goes on to say that if the overt intention of the CIs is made more internal to the act and therefore guaranteeable, then so can the overt intention involved in the NCIs likewise be made more internal and guaranteeable.

Is there an overt intention in the CIs 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 brought 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 does not 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 CIs 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 CIs from NCIs, and thus his claim to have identified a class of illocutions which have not simply conventional means, but are in themselves essentially conventional.

5. Dummett.

According to Michael Dummett speech acts are essentially conventional — in keeping with Searle and Wittgenstein he likens them to rule-constituted games (Dummett, 1981, p. 296, 1991, p. 84). In particular Dummett offers an account of the central speech act type, assertion. Assertions are governed by a convention to aim at truth, says Dummett, and to this extent they are analogous to games; for games are typically governed by a convention to aim at winning.

So assertions are essentially conventional, and the central constitutive convention is that of aiming at truth. More precisely, if a speaker utters a sentence in the indicative mood he will in virtue of this convention be representing himself as intending to utter a true sentence.

Donald Davidson has argued against the conventionality of speech acts, and specifically against Dummett's conventionalist account of assertion (Davidson, 1984, 1992). Davidson argues against Dummett's claim that assertions are governed by conventions, and against his claim that assertion is governed by the convention to aim at truth.

In respect of the former claim Davidson suggests that jokes, questions etc., performed by the utterance of sentences in the indicative mood, constitute counter-examples. Presumably Davidson takes Dummett to be committed to the

view that if assertions are essentially conventional then the utterance of a sentence in the indicative mood must by convention count as an assertion. But, says Davidson, there are numerous such utterances which are not assertions; rather they are jokes, questions, etc. Therefore there is no such convention governing assertions. Now it is not clear that the existence of such non-assertions settles the matter; nor indeed that the inevitability or necessary possibility of these non-assertions settles it. For it may be that there is such a convention in force, but that it can be overridden or traded upon under certain conditions. Thus it may be that uttering an indicative sentence does — other things being equal — count as performing an assertion. But other things are sometimes not equal. For example, if context makes it clear to both speaker and hearer that the speaker was non-serious then the utterance's *prima facie* status as an assertion may be overridden. Or it may be that the utterance still counts as an assertion of sorts, but that it is in addition a joke. It may be an assertion in the sense in which what the actor playing Hamlet on the stage says is an assertion; the actor makes a pretend or make-believe assertion. More importantly, it is not clear that a commitment to a truth-aiming convention as constitutive of assertion entails a commitment to a 'counts as' convention. Perhaps assertion necessarily involves the existence of a truth-aiming convention, but not to the existence of a convention to the effect that the utterance of such and such a form of words counts as an assertion.

Let us look at Davidson's argument against the claim that assertions are governed by a truth-aiming convention. Here Davidson suggests that there could not be a conventional sign — the indicative mood or whatever — that shows that one intends to utter a true sentence. For every liar would use the sign without having the intention (Davidson, 1984, p. 268). But this objection can be easily met. There could be a convention such that if a speaker utters a sentence in the indicative mood he thereby represents himself as intending to utter true sentences. The convention could be: under normal conditions, utter an indicative sentence only if you intend to utter a true sentence. Now the existence of this convention does not guarantee that he has the intention when he utters the indicative sentence, but it does guarantee that he is representing himself as having that intention. For he is a party to the convention, and thus will reasonably be taken to have the intention to utter a true sentence if he utters an indicative sentence (under normal conditions).

However it might be suggested that Dummett is committed to a truth-aiming convention which has the form of what we have been calling a constitutive convention. On this rendering a speaker's utterance of an indicative sentence counts as an intention to utter a true sentence. Thus it is supposedly like a goal scored in soccer; in that game kicking the ball between the posts counts as a goal. Indeed we can say that kicking the ball between the posts is what scoring consists of. But the matter is different in the case of uttering a sentence. Uttering an indicative sentence cannot count as having an intention to utter a true sentence. As Davidson points out, the existence of liars demonstrates as much. Perhaps 'counting-as' is to be understood in some different sense. Earlier we suggested that the notion of counting-as was to be understood in terms of interchangeability.

And if *X* is interchangeable with *Y* then in a certain sense *Y* consists of *X*. Unfortunately it does not seem that uttering an indicative sentence is interchangeable with the intention to utter a true sentence; the former cannot do duty for the latter. But in that case Davidson's objection to Dummett is sustained — or at least it is sustained on the assumption that Dummett is committed to a constitutive convention.

However Davidson's objection fails in respect of an ordinary 'regulative' convention of the form, 'utter an indicative sentence only if you intend to utter a true sentence'. And such a convention — or some version thereof — may be necessary to the practice of assertion, in which case assertion would be essentially conventional.

But is in fact such a convention necessary; in particular, could speakers in principle make assertions in the absence of such a convention? Certainly it seems to be integral to the practice of assertion that speakers represent themselves as aiming at truth. So the question comes down to whether it is possible to so represent oneself without recourse to convention. One way to do this might be for the speaker to provide strong evidence to the hearer that the speaker has an intention to avoid producing a false belief in the hearer. The hearer now has good reason to believe that the speaker intends to avoid producing false beliefs in the hearer. However the speaker has not yet represented him/herself as having that intention. What appears to be missing is the 'openness' of the speaker's intention to produce evidence that s/he intended to avoid producing false beliefs in the hearer. What is required is that the speaker knows that the hearer knows that the speaker has intentionally produced evidence that the speaker intends to avoid producing false beliefs in the hearer, and the hearer knows that the speaker knows this, and so on. In short what is required is that there be mutual knowledge that the speaker has intentionally produced evidence that s/he intends to avoid producing false beliefs in the hearer. If this condition were met it seems the hearer could reasonably believe that the speaker had made out, or was representing him/herself as, intending to avoid producing false beliefs in the hearer. The upshot of our discussion in respect of the conventionality of speech acts is that certainly a variety of means of performing speech acts are conventional, and conventional in a variety of ways; however the evidence suggests that speech acts are not essentially conventional. This evidence consists in the failure of Searle, Strawson and Dummett to provide convincing conventionalist models of speech acts (or of those types of speech act they believed to be essentially conventional). At the same time it has to be said that no argument has been produced to demonstrate conclusively that no speech act type is essentially conventional. What is presumably called for is an analysis of each speech act type, and a demonstration in respect of each that it is not essentially conventional.

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