

Negotiation and Deliberation: Grasping the Difference

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Published online: 18 December 2014
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Abstract Negotiation and deliberation are two context types or genres of discourse widely studied in the argumentation literature. Within the pragma-dialectical framework, they have been characterised in terms of the conventions constraining the use of argumentative discourse in each of them. Thanks to these descriptions, it has become possible to analyse the arguers' strategic manoeuvres and carry out more systematic, context-sensitive evaluations of argumentative discussions. However, one issue that still must be addressed in the pragma-dialectical theory—and other contextual approaches to argumentation—is how to distinguish negotiation and deliberation in practice. In this paper, I seek to develop criteria that can help the analyst identify them in discourse. To this end, I characterise the felicity conditions of the superordinate speech acts defining and structuring deliberation and negotiation encounters.

Keywords Negotiation · Deliberation · Offer · Proposal · Superordinate speech act

1 Negotiation and Deliberation as Discourse Genres

Most contemporary argumentation theorists agree that fallacy judgments are, ultimately, context-dependent.¹ Accordingly, over the last two decades we have witnessed a wave of attempts to characterise different types of contexts and formulate specific reasonableness conditions for the use of argumentation within

¹ See, e.g., Toulmin (1958); Toulmin et al. (1979); Walton (1992, 1998); Walton and Krabbe (1995); van Eemeren and Houtlosser (2005); van Eemeren (2010).

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each of them. Among these attempts, those carried out by Walton and the pragma-dialectical school are probably among the most systematic and advanced.

In Walton's (1998) approach, context types are conceptualised as 'dialogue types': i.e., as exchanges of speech acts between two speech partners governed by a primary goal and a set of rules for incurring and retracting commitments. Within the pragma-dialectical framework (van Eemeren 2010), context types are partly studied through the concept of 'discourse genres', conceived as "socially ratified ways of using language in connection with a particular type of social activity" (Fairclough, 1995, p. 14).

'Negotiation' and 'deliberation' are two among a number of other context types that have been studied by these authors. Walton and Krabbe (1995) have proposed a characterisation based on their primary goals and rules; pragma-dialecticians have characterised the two contexts in terms of their communicative conventions and the constraining force of the latter on argumentative discourse. Thanks to these descriptions, it has become possible to carry out context-sensitive and, thereby, more nuanced and precise analyses and evaluations of argumentative discussions.

However, one issue that still must be addressed by the aforementioned (and other) contextual approaches to argumentation is how to distinguish negotiation and deliberation *in practice*. Since negotiation and deliberation share important features—both are collective decision-making procedures centred on the practical question 'what to do'—they can be easily confused during the process of analysing actual fragments of discourse. This difficulty is compounded by the fact that it has not yet been made clear which of the rules or conventions specified for each genre are—to use a well-known distinction—'constitutive' and which are only 'regulative' of these practices (Rawls 1955; Searle 1969). Constitutive rules or conventions not only regulate, but also define the activity they regulate. Thus, constitutive rules or conventions are reliable criteria to distinguish one genre from another. Regulative rules or conventions, by contrast, only regulate a pre-existing activity and are, for this reason, unreliable criteria. If, for example, one of the parties violates a regulative convention of the genre of deliberation, it does not necessarily mean that the parties are not deliberating. It may just mean that one party is behaving fallaciously.

With a view to contributing to the study of argumentation in context, this paper seeks to develop criteria that can help the analyst distinguish negotiation and deliberative practices. In this endeavour, I will use pragma-dialectics as my main theoretical starting point.²

² Arguably, Walton has worked on the issue of context types earlier and more fully than any other argumentation theorist. Nonetheless, the pragma-dialectical approach to the study of context types is stronger in at least one respect, which is central to this study. In pragma-dialectics, 'discourse genres' are clearly defined as empirical, observable, communicative practices, and sharply distinguished from ideal models, such as the model for a critical discussion (van Eemeren and Houtlosser 2005; van Eemeren et al. 2010). Walton, by contrast, is unclear regarding the descriptive or ideal status of 'dialogue types' and includes the critical discussion model (or "persuasion dialogue") in his dialogue typology, alongside the 'eristic dialogue' (or 'quarrel'), which is hard to envision as an ideal type. In this article, it is vital to ensure the distinction between descriptive and ideal models remains clear, as the aim is not to design ideal procedures of any kind, but to describe our expectations as language users when participating in the social practices of negotiating and deliberating. Clearly, this does not preclude the possibility that these

2 Discourse Genres and Superordinate Speech Acts

In line with the rational approach to discourse underlying the pragma-dialectical theory (van Eemeren et al. 1993), this essay studies the genres of negotiation and deliberation as rational (i.e., goal-oriented) and socially ratified sequences of speech acts, motivated by the need to repair a specific kind of interactional problem in a given social activity.

To develop criteria for establishing whether or not a particular sequence is an instance of negotiation or deliberation, I shall make use of the concepts of ‘superordinate speech act’, ‘pre-sequence’ and ‘post-sequence’ developed in the field of conversational analysis. A superordinate speech act is a speech act that pragmatically organises a sequence by structuring the interaction and aiding in the interpretation of the speech acts performed before and after the superordinate speech act. Pre-sequences and post-sequences are sequential expansions occurring before and after a superordinate act (Jackson and Jacobs 1980; Jacobs and Jackson 1983).

The hypothesis I wish to explore in this paper is whether there is a specific superordinate speech act within each genre sequence, the performance of which can be seen as a *prima facie* indication that the sequence is a token of one genre rather than the other. Since, according to this hypothesis, the performance of a certain type of speech act defines the genre in which the discourse unfolds, the requirement to perform such speech act can be considered a constitutive convention of the genre.³

In exploring this hypothesis I will assume that any pre and post-sequences which are relevant to deciding on the meaning or acceptance of the superordinate speech act—in other words, whose performance is instrumental to determining whether the felicity conditions of the superordinate speech act hold—will fall within the scope of the same instance of negotiation or deliberation.

Now, as will become apparent later in the analysis of examples, a superordinate speech act can be iterated several times in the same interaction. In such case, the parties are effectively taking part in various negotiations or deliberations, which may or may not be part of a macro-negotiation or macro-deliberation. Those instances of negotiation or deliberation will become sub-negotiations or sub-

Footnote 2 continued

practices can be improved by the guidance of ideal models or ‘best practice methods’, such as, for instance, the ‘principled negotiation method’ developed by the Harvard Negotiation Project, which recommends the active search for common ground and dissuades participants from the use of threats (Fisher et al. 1991 [1981]; Fisher 1983).

³ Hence, ‘superordinate speech act’ is not used as the equivalent to ‘genre’. First, because a genre is a *sequence* of speech acts, its most elementary variant consisting of an adjacency pair of speech acts. In addition, it is not sufficient for the analyst to understand the intended meaning of the superordinate speech act performed by a speaker in order to establish the presence of a genre. The intended audience must have understood the speaker’s intended meaning as well (immediately or after an explanatory dialogue has ensued). The occurrence of a genre is defined by a common perception between speaker and hearer concerning the interaction in which they find themselves. Finally, some strongly institutionalised contexts may require the fulfilment of conditions that go beyond the performance of the superordinate speech act in order to consider a sequence of speech acts a genuine instance of a given genre, such as the performance of a specific type of speech act as a necessary follow up to the superordinate speech act. I explore this possibility briefly in Sect. 7.

deliberations within a macro-negotiation or deliberation framework only in case they are oriented towards finding a solution to the same interactional problem.

3 The Superordinate Speech Act of Negotiation

Since the late 1960s, there has been a number of efforts—particularly in the field of business communication and artificial intelligence—to describe negotiations and deliberations from a speech act perspective. Some of these efforts have been directed at identifying the types of speech acts that are vital to the negotiation and deliberation process. In terms of negotiation, scholars generally agree that commissives and, particularly, offers are essential to any negotiation activity (e.g., Tutzauer 1992, p. 67; Fisher 1983, p. 159).⁴ This suggests that offers are likely to be the superordinate speech act underlying negotiation.

An offer counts as an attempt by the speaker to commit himself to perform a future action if this is accepted by the hearer. Offers are similar to promises, but they differ from the latter in that the commitment to perform the future course of action is always conditional on the hearer's acceptance. Put differently, while offers become binding only on acceptance, promises become binding as soon as they are performed (Searle and Vanderveken 1985, p. 196).⁵ Offers and promises also differ, to some extent, in the strength of the psychological state expressed by the speaker concerning the preferences of the audience. When a speaker issues a promise, he can be committed to the view that he believes—rightly or wrongly—that the hearer would like him to perform the action. But when an offer is made, speakers can only be committed to the view that they suppose, conjecture or guess that such is the case. In this sense, offers seem to be more tentative than promises.⁶

⁴ Various authors (e.g., Sawyer and Guetzkow 1965; Prakken and Veen 2006; Amgoud and Vesic 2012) have pointed out that argumentation not only can play a role, but also that its use is highly recommendable in negotiations. This does not mean, however, that the performance of argumentation is a necessary condition for a negotiation to take place. I will come back to this point in Sect. 5.

⁵ Of course, the obligation created by a promise can be removed later if, for example, the listener does not actually want the promised action to be performed. This means that, *in practical terms*, the difference between promises and offers can be explained in terms of the obligations incurred by the speaker when the hearer has not expressly rejected the speech act. When a promise is performed and there is no (clear) response from the hearer, it seems reasonable to believe that the speaker is still under the obligation of performing the action promised. For example, if I were to send the text message 'Thanks for inviting me to your party; I will be there tomorrow' to a friend, and my promise received no explicit acceptance, then, despite my friend's silence, I would still be committed to attending the party. By contrast, when an offer is performed, and there is no (clear) response from the hearer, it seems the speaker has no obligation to perform the action offered because the speaker never actually placed himself under such obligation. Thus, if I were to send instead the text message 'Thanks for inviting me to your party; would you like me to bring some wine?' to my friend and my text received no explicit answer, I would not consider myself under the obligation to bring the wine to the party (although it would probably be nice to do so).

⁶ In addition, in some cases of generic offers, the only belief that can be attributed to the speaker is that he has no reason to believe the hearer would not want him to perform the action offered. In offering canapés, for example, one need not specifically suppose that hearer would want one. I would like to thank one of my reviewers for bringing this case to my attention.

Not all types of offers, however, seem to be well-suited to performing the role of negotiation's superordinate speech act. To demonstrate this, compare the dialogues in examples 1 and 2:

Example 1: Two flatmates have just finished dinner and talk about what they would want for dessert. This is an excerpt of their dialogue:

- | | | |
|---|----|--|
| 1 | A: | I quite fancy an orange. How about you? |
| 2 | B: | Me too |
| | | (A walks to the kitchen to fetch a pair of oranges but comes back only with one) |
| 3 | A: | Sorry, bad news: there is only one left |
| 4 | B: | Too bad. Should we split it in half? |
| 5 | A: | Hmm... Are you sure you want an orange? |
-

Example 2: Two flatmates talk over dinner about the imminent departure of one of them to another country. The one departing is a little stressed about the trip. His friend notices this. This is an excerpt of their dialogue:

- | | | |
|---|----|---|
| 1 | A: | Would you like me to help you with the check in? |
| 2 | B: | No, thanks a lot |
| 3 | A: | Ok, can I help you calling the airport transfer? |
| 4 | B: | Oh, yeah. I have totally forgotten about that. That would be great! |
-

Are both examples instances of negotiation? The answer appears to be in the negative. Only Example 1 seems to match our pragmatic intuitions about what a negotiation is. However, in both examples, at least one offer is performed. In Example 1, turn 4, party B offers to split the orange in half; in Example 2, turns 1 and 3, party A offers his help to party B in order to alleviate the stress of his trip.

If in both dialogues an offer is being performed, why, then, is Example 1 perceived as a negotiation encounter, while Example 2 is perceived as a token of something else? The explanation lies, I think, on the type of offer performed in each case. In Example 1, the offer is performed in an attempt to reconcile a conflict of interest. Judging by the expressions of disappointment in turns 3 and 4, both parties want the whole orange for themselves, and this creates a tension between them as there is only one orange left. In Example 2, there are no signs of a conflict of interest, at least not on the basis of the information available. On the contrary, their interests appear to be identical, as they both want party B to feel less stressed about the upcoming trip. In order to distinguish the two types of offer, I shall refer to the type of speech act performed in Example 1 as the speech act of 'making an offer' and to the type of speech act performed in Example 2 as a 'generic offer'.⁷

Accordingly, not all types of offers can be analysed as the superordinate speech act of negotiation. Only the speech act of making an offer fulfils this role. Like every type of offer, making an offer counts as an attempt by the speaker to commit himself to perform an action, so long as the action is accepted by the hearer. However, unlike generic offers, such a

⁷ I do not intend the terminology 'making an offer' and 'generic offer' to reflect common usage. The terminology proposed in this section is analytically motivated.

commitment is taken by the speaker with the specific objective of *reconciling a presumed conflict of interest with the listener*. The conflict of interest presumed by the speaker may become clear while the dialogue unfolds—as illustrated in Example 1—or be presupposed by the context and never verbalised by either party, as often happens in market exchanges.

Speakers can of course make an offer in non-conditional or conditional terms. To make a conditional offer counts as a commitment by the speaker to perform some future action, *on condition that the hearer performs another action in turn* (besides the action of accepting the speaker's offer). Example 3 below contains only conditional offers and is also a clear cut example of a negotiation encounter⁸:

Example 3: A customer enters an antique shop. He browses over the items and begins to pay attention to one particular shelf in a display case. He picks up one of the items and inspects it. The proprietor notices this, approaches the customer, and the following dialogue ensues:

- 1 A: If you buy that item and one of those pots, then you can have the item for £45 and the pot for £30. That's a substantial reduction on their original prices
 - 2 B: No, sorry. I don't have that amount of money with me at the moment
 - 3 A: Okay, how about £60 for both?
 - 4 B: Okay, deal
-

In order to clearly define and distinguish the three types of offers discussed, the following table compares them in terms of their felicity conditions:

<i>Felicity conditions</i>	<i>Generic offer</i>	<i>Making an offer</i>	<i>Making a conditional offer</i> ^a
	Ex. 1: Would you like me to help you with the check in?	Ex. 2: Should we split the orange in half?	Ex. 3: If you buy that item and one of those pots, then you can have the item for £45 and the pot for £30
<i>Essential</i>	Counts as an attempt by S to commit himself to do A, on condition that H accepts S's doing A	Counts as an attempt by S to reconcile some competing interests with H, by committing himself to do A, on condition that H accepts S's doing A	Counts as an attempt by S to commit himself to do A, on condition that H does A' (besides accepting S's doing A)
<i>Propositional</i>	Some future action A is predicated of S	Some future action A is predicated of S	Some future action A is predicated of S and another future action A' is predicated of H

⁸ In Example 3, the conditional nature of the offer is clearly signaled by the use of an 'If...then' clause. Conditional offers, however, can be performed implicitly. For example, if, in the same context, the proprietor had said to the potential client "You can take those pots for £75", he would have made a conditional offer, because he would have committed himself to a course of action (selling the client the pots) in exchange for another course of action from the client (paying him the £75). I would like thank one of my reviewers for drawing my attention to this example.

<i>Preparatory</i>	S is willing to do A	S is willing to do A	S is willing to do A, on condition that H does A'
	S is able to do A	S is able to do A	S is able to do A S believes H is able to do A'
	S presumes that H would prefer S's doing A to S's not doing A	S presumes that H would prefer S's doing A to S's not doing A	S presumes that H would prefer S's doing A to S's not doing A S presumes that H would prefer doing A' if S does A, than not doing A' and, as a consequence, not having S to do A S would rather not do A, unless H does A' S presumes that H would rather not do A', unless S does A S prefers H doing A' than not doing it
	S believes that it is not obvious to H that S will do A in the normal course of events	S believes that it is not obvious to H that S will do A in the normal course of events	S believes that it is not obvious to H that S will do A in the normal course of events and that H will do A' in the normal course of events
<i>Sincerity</i>	S intends to do A if H accepts S's doing A	S intends to do A if H accepts S's doing A	S intends to do A if H does A'

^a The analysis is based on Tiersma (1986), although Tiersma presents his set of conditions as the felicity conditions of offers in general, not of conditional offers in particular

As the table shows, generic offers and making an offer differ only in terms of the illocutionary point expressed in their essential conditions. When a speaker performs a generic offer, the illocutionary point is simply to commit him to carrying out some future action on condition that the hearer accepts it. By contrast, when a speaker makes an offer, the illocutionary point is to deal with a presumed conflict of interest by committing him to a certain future action, etc. Since the remaining felicity conditions are identical, and the illocutionary point of making an offer is no more than a specialised version of the illocutionary point of generic offers, the speech act of making an offer can be regarded a subtype of generic offers.

The analysis of felicity conditions also makes clear that making a conditional offer is, in turn, a sub-type of the speech of act of making an offer. Even though the essential condition of making a conditional offer does not refer explicitly to the speaker's objective of reconciling a presumed conflict of interest between speaker and hearer, the preparatory conditions clearly presuppose the existence of such a conflict. Indeed, the conflict between speaker and hearer is manifest in the conjunction of the following preparatory conditions:

1. S would rather not do A...; S presumes that H would prefer S's doing A to S's not doing A;

2. S presumes that H would rather not do A'...; S prefers H doing A'...

Finally, the analysis proposed can help us differentiate between making a non-conditional offer and making a conditional offer more clearly. At first glance, it could seem as if these two speech acts were simply two different manifestations of the same speech act: making a conditional offer. Thus, on the surface, it may appear that all offers aimed at reconciling a presumed conflict of interests are conditional offers, only that sometimes—as in Example 3—the conditional nature of the offer is made explicit, while on other occasions—as in Example 1—it is left implicit. The reason why one might get this impression is that we assume that when performing an offer that is oriented towards reconciling a conflict of interest, the speaker will expect (want or merely anticipate) that his action A will lead to some action A' of the hearer.

While the latter assumption is correct, it would be a mistake to infer that, in making an offer, the speaker's commitment to perform A is *always conditional* to the performance of an action A' by the hearer. In Example 3, the offer is conditional because there is an exchange between price and goods *and* the action of the speaker (giving the client a lower price on one good) is conditional on another action by the hearer (getting more goods and thereby paying more money than he would pay for only one). In the case of Example 1, however, no condition is being imposed on the hearer in exchange for the action offered. We may try to formulate party B's offer in conditional terms, but only at the price of distorting its meaning: 'If you (party A, hearer) don't eat the whole orange, then I (party B, speaker) won't eat the whole orange'. Clearly, this misrepresents the intention of party B's utterance. True, in this case, the offer of splitting the orange in half, if accepted by party A and then delivered by party B, clearly implies that party A will not eat the whole orange. However, this is a consequence of the speaker's action, not a condition. It would be quite a stretch to say that party B will not eat the whole orange only on condition that party A does not eat the whole orange too, because neither party owns or is a priori entitled to the orange. This difference between making a non-conditional and conditional offer is expressed in the essential condition of the speech acts, as only the latter requires a conditional exchange between actions A and A'.

3.1 An example

Thus far I have argued that making an offer (non-conditional or conditional) is the superordinate speech act of negotiation and that the performance of this speech act can be used as a criterion to determine whether or not a negotiation has taken place. I will now illustrate how the criterion can be applied in practice. The example of negotiation under analysis has been taken from Fisher et al. (1991 [1981], p. 23). In contrast to the examples already analysed, Example 4 not only involves a process of 'distributive', but also 'integrative' negotiation.

According to Walton and McKersie (1992), a distributive negotiation occurs when the parties assume that what is at stake is the distribution of a fixed pie. In this case, the gains of one party necessarily result in the losses of the other. Distributive negotiations result in zero-sum solutions. Dividing the orange between two parties is a paradigmatic case of distributive bargaining: the more sections of the orange one

party gets, the less the other. By contrast, integrative negotiations take place when the parties no longer assume that what is at stake is the distribution of a fixed pie, but instead search for a solution where both can maximize their gains simultaneously. Integrative negotiations aim at a win–win solution.

Since Example 4 involves both types of negotiations, it will also help me demonstrate that the proposed criterion is also useful in identifying integrative negotiations:

Example 4: Two friends are sitting next to each other in a library. One of them walks towards the window and closes it. The following dialogue ensues:

- 1 A: What are you doing? There is hardly any air in the room
 - 2 B: Fine, I can leave the window open a crack
 - 3 A: No, leave it halfway
 - 4 B: But there’s a cold draft coming in. I’m freezing
 - 5 A: Okay, how about opening the window in the next room? Then we will have fresh air without a draft
 - 6 B: Good thinking!
-

The sequence of speech acts used by the parties in each turn is represented below. The superordinate speech acts underlying their verbal exchange are in bold letters, implicit and projected speech acts appear between parentheses:

- | | | | |
|---|----|---|--------------------------------|
| 1 | A: | (Advances standpoint ₁ : B shouldn’t have closed the window) | } Sub-negotiation ₁ |
| | B: | (Doubts acceptability of standpoint ₁) | |
| | A: | (Maintains standpoint ₁) | |
| | B: | (Requests argumentation for standpoint ₁) | |
| | A: | Advances argumentation for standpoint ₁ | |
| 2 | B: | (Accepts argumentation for standpoint ₁) | |
| | | Makes offer₁ | |
| 3 | A: | Rejects offer ₁ | |
| | | Makes offer₂ | |
| 4 | B: | Rejects offer ₂ | } Sub-negotiation ₂ |
| | A: | (Doubts acceptability of rejecting offer ₂) | |
| | B: | (Advances standpoint ₂ : Rejecting offer ₂ is acceptable) | |
| | A: | (Requests argumentation for standpoint ₂) | |
| | B: | Advances argumentation for standpoint ₂ | |
| 5 | A: | (Accepts argumentation for standpoint ₂) | |
| | | Accepts standpoint ₂ | |
| | | Makes offer₃ | |
| | B: | (Doubts acceptability of offer ₃) | } Sub-negotiation ₃ |
| | A: | (Advances standpoint ₃ : Offer ₃ is acceptable) | |
| | B: | (Requests argumentation for standpoint ₃) | |
| | A: | Advances argumentation for standpoint ₃ | |
| 6 | B: | (Accepts argumentation for standpoint ₃) | |
| | | Accepts standpoint ₃
(Accepts offer ₃) | |

The analysis proposed shows that the superordinate speech act of making an offer is performed three times in the dialogue: in turns 2, 3 and 5. Thus, according to the identification criterion proposed, there are three negotiation processes in this fragment.

The sequence of speech acts involved in such processes is indicated in the analysis between braces. We can clearly identify these three negotiation sequences because each of them is relevant in determining the meaning or the acceptability of their respective superordinate speech act. For example, in the first negotiation process, the pre-sequence of speech acts performed (and projected) in turn 1 is relevant to the offer made in turn 2: party A's performance of those speech acts is necessary to establish the existence of a conflict of interest with party B. If such conflict had not been established, then the speech act performed by party B in turn 2 would not be that of making an offer—but only a generic offer.

Likewise, the post-sequence of argumentatively relevant speech acts performed (and projected) in turn 4 (and partly in 5) is necessary to decide on the acceptability of the offer that was made in turn 3. It is clear however that despite there being three processes of negotiation, all of them can be seen as part of a broader negotiation framework because they are all an attempt at reconciling the same interactional problem: what should the parties do with the window in the library, considering that one prefers it open and the other one would rather have it closed. In this sense, the three processes can be reconstructed as sub-negotiation processes.

On the basis of the analysis presented, we can also show that our criterion applies to both types of negotiations. Sub-negotiations 1 and 2 are clearly distributive negotiations; sub-negotiation 3 is a classic example of integrative negotiation. However, in both cases, there is a conflict of interest between the parties and, in both cases too, the offer performed is an attempt at dealing with the conflict. In sub-negotiation 1, the offer made is an attempt at reconciling the fact that party A wants the window open while party B wants it closed; in sub-negotiation 2, the offer is a reaction to the fact that party A doesn't want to leave the window open a crack and party B wants to leave it open a crack; in sub-negotiation 3, the offer is an attempt at reconciling the fact that party A wants the window halfway and party B does not. The difference between the two types of negotiations is not, therefore, that in one case an offer is made while in the other a different type of speech act is performed. In both types of negotiations, the speaker makes an offer. The difference lies in the way in which the speaker attempts to solve the conflict of interest in each case by making an offer. In a distributive negotiation, the offer is made in order to solve a conflict between interests X and Y *by* trying to reach a compromise somewhere between interests X and Y. In an integrative negotiation, the offer is performed to solve a conflict between interests X and Y *by* trying to fulfil the parties' convergent interests, which are neither shared nor in conflict, X' and Y' (in this case, party A's interest to have more air in the room and party B's interest in avoiding a draft cold coming in).

4 The Superordinate Speech Act of Deliberation

Several authors have studied the role of proposals within the deliberative genre (e.g., Kauffeld 1998; Aakhus 2005; Walton 2006; Hitchcock et al. 2007).⁹ Walton's view on this issue is particularly relevant here. According to Walton (2006, p. 181), the activities of proposing and deliberating are intrinsically related to one another. This idea is expressed in the way he defines the goal of deliberation, namely, as that of deciding “which is the best available course of action among the set of *proposals* that has been offered” (my italics). By means of this definition, Walton suggests that the very existence of a deliberative encounter is logically dependent on the (explicit or implicit) performance of the speech act of proposing and thereby implies that proposals are deliberation's superordinate speech act. This is not to say, of course, that the performance of the speech act of proposing is sufficient to establish the deliberative nature of some discursive interaction; the performance of a proposal is only a necessary condition. Deliberation, as I shall argue in Sect. 5, is also defined by the presence of the speech act of argumentation.¹⁰

If proposals are the superordinate speech act of deliberation, then the distinction between negotiation and deliberation boils down to the distinction between the speech act of making an offer and the speech act of proposing. In order to characterise proposals and distinguish them from offers, it is first necessary to make a distinction between the English illocutionary verb ‘to propose’ and the illocutionary act or speech act of proposing.¹¹

⁹ Deliberation, as a genre, is not the same as that which Goodin (2000) calls “deliberation within”, a concept that can be traced back to Aristotle's *Nicomachean Ethics*. The former is a form of discourse interaction involving speaker and hearer; the latter refers to the mental process of weighing reasons for and against an action and which may or may not be expressed in actual discourse. Although the two concepts are obviously related, this section analyses deliberation as a discourse genre only.

¹⁰ Deliberative discourse is sometimes related to the speech act of advising for or against a course of action. Aristotle, for one, seems to have placed the speech act of advising at the centre of the deliberative genre in the following passage of his *Rhetoric* (1926, 1358b): “The deliberative kind is either hortatory or dissuasive; for both those who give advice in private and those who speak in the assembly invariably either exhort or dissuade. The forensic kind is either accusatory or defensive; for litigants must necessarily either accuse or defend. The epideictic kind has for its subject praise or blame.” However, I believe this conception of deliberation is a little alien to twenty-first century language users because one of the preparatory conditions of the speech act of advising is that the speaker “S has knowledge of and/or experience with A [the action being recommended] and the effects of A” (van Poppel 2013, p. 51). In other words, advising for or against an action presupposes an information (or wisdom) asymmetry between the parties. Today, I get the impression that when we engage in a deliberation, and particularly in a political deliberation, we do not necessarily enter such form of verbal interaction with the idea that we know better than the other party and we certainly do not assume, first thing, that the other party knows better than us. For this reason, I believe that the speech act of advising is probably best analysed as a speech act vital to the ‘consultation’ genre or dialogue type described by van Eemeren (2010) and Walton and Krabbe (1995) respectively. Of course, making the analytic distinction between deliberation and consultation does not mean that they are not related in practice. Quite the contrary, cases in which consultation is instrumental to (and, thereby, embedded in) deliberative dialogues abound. A prototypical case is the work of expert committees in the law-making process.

¹¹ For a distinction between “illocutionary verbs” and “illocutionary acts” see Searle (1999) [1979], p. 9.

The illocutionary verb ‘to propose’ (and the related noun ‘proposal’, referring to the act of proposing) can be used at least in two ways. In one sense, it is used to refer to the speech act of making an offer, as Example 5 illustrates:

Example 5: A couple talk about their plans for the weekend:

- 1 A: What are your plans for this weekend?
 - 2 B: I want to work on my book
 - 3 A: Oh, really? I was hoping we could go to the beach; you haven’t had a free weekend for months
 - 4 B: That’s true. Ok, how about this *proposal*: we stay at home this weekend, but I promise that we go to the beach next weekend
 - 5 A: OK, that’s fine with me
-

However, the same term can also be used with a different meaning, as shown by Example 6:

Example 6: A couple talk about their plans for the night:

- 1 A: What are your plans for tonight?
 - 2 B: I don’t know yet, but I would like to do something relaxing
 - 3 A: Hmm, me too. OK, I’ve got a *proposal*: why don’t we go to the cinema. That’s a relaxing thing to do, isn’t it?
 - 4 B: Yeah, sure. Let’s go
-

Both examples use the term ‘proposal’. However, I would argue that the same term is used to refer to different types of types of speech acts. It is only the second use of the term ‘proposal’ that interests me here and that I wish to capture when I henceforth speak of the speech act of proposing.

Having made the distinction between illocutionary verbs and the speech act of proposing, we are now in a position to contrast the speech acts of making an offer and that of proposing. The best way to establish their difference is by comparing their felicity conditions. The felicity conditions of proposing set out here are largely based on Aakhus (2005), although with some minor differences, which I shall discuss below:

<i>Felicity conditions</i>	<i>Proposals</i>
	Ex.: We should go to the cinema tonight
<i>Essential</i>	Counts as an attempt by S to get H to consider mutually bringing about A
<i>Propositional</i>	Collective future action A is predicated of S and H
<i>Preparatory</i>	S is willing to do A together with H S is able to contribute together with H to the accomplishment of A S believes that doing A serves some interest(s) shared by S and H S believes that it is not obvious to H that either S or H can do A of their own accord in the normal course of events
<i>Sincerity</i>	S believes A will mutually benefit H and S

Overall, Aakhus' analysis of felicity conditions is persuasive. As said, my differences with his approach are minor, but worth addressing nonetheless. First, in the formulation of the propositional content condition, I have emphasised that the future action A predicated from speaker S and hearer H is a collective form of action. This terminology is absent in Aakhus' analysis. An action can be collective in the sense of shaking hands and getting married—that is, the action cannot take place unless both parties engage in it—but it can also be collective in the sense of lighting a fire—with one bringing the logs and the other fetching the matches. Thus, in the analysis proposed here, a collective action can be made up of different individual actions by speaker and hearer.

Second, Aakhus formulates the sincerity condition of proposals as follows: “S believes A will mutually benefit H and S or that if it benefits S it will leave H no worse off.” This means that, to Aakhus, a proposal can be used to further the convergent, i.e., non-shared but compatible, interests of the two parties. In my view, this formulation is best seen as a description of the sincerity condition of the speech act of making an offer in the context of an integrative negotiation, where the offer is aimed at reconciling a conflict of interest between speaker and hearer by promoting their convergent interests.

I readily acknowledge that my view on the sincerity condition of proposing is not a matter of necessity, but of choice. Verbal actions do not wait for us already marked off from each other, and labelled as instances of a certain speech act. There are, of course, familiar and generally unchallenged cases that fall under the speech acts of making an offer and proposing, but there are also instances which are less easy to subsume under a given type of speech act. I believe that a verbal action whereby the speaker tries to reconcile a conflict of interest by committing themselves (and perhaps, also the other party) to carrying out a future action which will further convergent interests is among those hard cases.

This does not mean, however, that the choice we make regarding the formulation of the sincerity condition of proposing is arbitrary. I depart from Aakhus' formulation of the sincerity condition because, otherwise, proposals and offers would be treated as synonyms (offers, as I shall argue later, can also commit the speaker to collective action involving both speaker and hearer) and, more worryingly, the speech act type, here referred to as ‘proposing’, would be left without any specific label. I find this undesirable, especially if the distinction between the speech acts of making an offer and proposing can serve as a criterion to distinguish deliberation and negotiation in practice.

5 Differences Between Negotiating and Deliberating

What are the main differences, then, between the super-ordinate speech acts of making an offer and proposing, and consequently, between the genres of negotiating and deliberating? An analysis of the felicity conditions of these speech acts shows that there are three main differences.

First, when a speaker makes a proposal, the speaker predicates the same collective action of both speaker and hearer. This is specified not only in the propositional content condition of the speech act, but it is also suggested in the essential condition, as the action proposed is an action mutually brought about by speaker and hearer. This is not true when a speaker makes an offer. In order to make a non-conditional offer, it is sufficient for the speaker to predicate an action of himself, and in order to make a conditional offer it is sufficient for him to predicate an action of himself and a different action of the hearer. When making an offer, however, speakers may also predicate a collective action for both speakers and hearers.

Consider, for instance, Example 5. Party A is committing himself to two collective actions, both of which involve the hearer: both parties will stay at home this weekend and both parties will go to the beach the next. Thus, if a speaker commits himself to an action that does not involve the hearer, we can be certain that he has not performed a proposal. Yet, if the hearer commits himself to an action that also involves the hearer, it may be a proposal, but it can also be an offer. In short: to propose is necessarily to predicate a collective action of speaker and hearer; to make an offer is to predicate an action from the speaker which may or may not involve mutually bringing it about with the hearer.

The second difference between making an offer and proposing relates to whose interests are meant to be served by the action(s) that speaker (and hearer) would be carrying out. This difference becomes clear when examining the preparatory conditions of the speech acts. When a speaker makes a proposal, he is committed to the view that the action proposed will further an interest—goal, objective, preference, etc.—that is *shared* by both speaker and hearer. When a speaker makes an offer—non-conditional or conditional—he is committed to the view that his action will comply with or further, in varying degrees, interests that are *not shared* by speaker and hearer. In the context of a distributive negotiation, the offer will attempt to partially comply with the differing interests of the two parties by means of a compromise. In the context of an integrative negotiation, the offer will be directed at fully furthering the parties' convergent interests.

The third and final difference refers to the presumed absence or existence of a conflict of interest. When a speaker performs a proposal, he presumes that there is an alignment of interests with the hearer. Contrariwise, the speaker who performs the speech act of making an offer (conditional or otherwise) presupposes the existence of a conflict of interests with the listener. It is important to bear in mind however that almost every context presupposes a range of shared as well as (at least potentially) conflicting interests. It is not thereby the presence of a conflict of interest or the presence of a set of shared interests *as such*, but whether the speech act is performed *to solve* a conflict of interest or *to promote* shared interests, that will define whether an offer or a proposal has been performed, and whether the exchange is an instance of negotiation or deliberation.

There is, of course, another respect in which negotiation and deliberation differ, which does not relate to the felicity conditions of the superordinate speech acts, but to the role that argumentation plays within each of them. Negotiations do not necessarily involve argumentation. By argumentation I mean a speech act in which the illocutionary point is to justify a standpoint by advancing a constellation of

statements (van Eemeren et al. 1993). Consider, for instance, the following example, where the speaker makes two (conditional) offers:

Example 7: A customer enters an antique shop. He browses over the items and begins to pay attention to one particular shelf in a display case. He picks up one of the items and inspects it. The proprietor notices this, approaches the customer, and the following dialogue ensues:

- | | | |
|---|----|---------------------------|
| 1 | A: | I can let that go for £75 |
| 2 | B: | No. Thanks |
| 3 | A: | Alright, how about £60? |
| 4 | B: | Okay, deal |
-

Despite the fact that no argumentation has taken place, this appears to be a clear cut example of a negotiation encounter (so long as we considering bargaining to be a type of negotiation encounters).¹² The performance of the speech act of making an offer appears to be a sufficient indication that this is indeed the case.

Deliberations, on the contrary, necessarily involve argumentation. Indeed, we would not consider the following example a deliberative dialogue, even though party A makes a proposal in turn 1.

Example 8: A couple talk about their holiday plans:

- | | | |
|---|----|---|
| 1 | A: | Let's go to the Greek islands |
| 2 | B: | Funny, I was going to propose the same thing. Which island were you thinking of? Have you checked the price of the flights already? |
| 3 | A: | I haven't thought about which island yet or checked the price of the flight. What about you? |
-

A deliberation only occurs when the proposal has given rise to the speech act of argumentation. This argumentation may be used to justify or refute the proposal in question.¹³

5.1 An example

I will now illustrate how the identification of the superordinate speech acts of making an offer and proposing can help us distinguish negotiations from deliberations by analysing a fragment that involves a mixture of both genres. (The context of the interaction is the same as Example 8):

Example 9: A couple talk about their holiday plans:

- | | | |
|---|----|---------------------------------------|
| 1 | A: | Why don't we go to the Greek islands? |
| 2 | B: | Why the Greek islands? |
-

¹² As long as we consider bargaining a form of negotiation.

¹³ Certainly, much more could be said about the role, and in particular, the characteristics of argumentation in each of these genres. However, this kind of analysis merits an article in itself, which I should leave for another occasion.

-
- 3 A: I like holidays in the sun, I thought you did too...
- 4 B: To be honest, I was hoping to go skiing. It was really fun last year and I don't actually like spending all my time in the sun. How about spending a week in the skiing resort and the other week in Greece?
- 5 B: Hmm... Let me think about it
-

The sequence of speech acts performed in the dialogue can be represented as follows:

1	A:	Makes a proposal
2	B:	Doubts acceptability of proposal
3	A:	(Advances standpoint ₁ : Proposal is acceptable)
	B:	(Requests argumentation for standpoint ₁)
	A:	Advances argumentation to defend standpoint ₁
4	B:	(Advances standpoint ₂ : Proposal is not acceptable)
		Advances argumentation to justify standpoint ₂
		(Rejects proposal)
		Makes an offer
5	A:	Requests time to consider the offer

From turn 1 until the word “sun” in turn 4, the parties are clearly engaged in a deliberation about where to spend their summer holidays. This can be backed up by showing, first, that in turn 1 party A has made a proposal. We can justify this reconstruction on the basis that the speaker has committed himself to an action that: (1) needs to be mutually brought about by the parties (going together to the Greek islands, as specified in turn 1); (2) presupposes an alignment of interests between them (spending their holidays in the sun, as specified in turn 2); (3) he believes will further an interest he presumes he shared with the hearer (as specified in turn 2).

Once it has been established that party A has performed a proposal, it can be shown that the speech acts performed from turn 2 until (lines 1 and 2) of turn 4 are part of the same deliberative sequence because they are all argumentatively relevant speech acts oriented at determining the acceptability of the proposal that has been performed. Indeed, in turn 2, party B questions the acceptability of the speech act and, in turn 3, party A puts forward an argument. By means of this argument, party A indicates that one of the preparatory conditions of proposing, i.e., that the action proposed should further a common interest of speaker and hearer, has been appropriately fulfilled. In lines 1 and 2 of turn 4, party B provides argumentation against the proposal by rejecting the speaker's presumption that the action furthers a common interest.

The dialogue clearly shifts towards a negotiation dialogue by the end of turn 4. This view is justified by the fact that party B, after rejecting party's A proposal and justifying his rejection, makes an offer which tries to meet partially the

interests of both parties: “How about spending a week in the skiing resort and the other week in Greece?” We know that he has made an offer rather than a proposal, because, even though the course of action involves a collective action (both parties going first to one place and then to another), the action is not presented as a means to further an interest(s) shared by the two parties, but rather as a means to further interests in conflict. The solution proposed in this case is of a distributive nature, as both parties need to make a concession to the other party to reconcile their conflicting interests.

It is worth emphasising, however, that the distinction between deliberation and negotiation sequences within the same dialogue cannot be made simply in terms of turns or even utterances. There are, of course, speech acts which are relevant to both genres. For example, we understand that the speech act “How about spending a week in the skiing resort and the other week in Greece?”, performed in turn 4, is an offer and not a proposal only because in previous turns party A has made clear that he would rather go to the Greek islands and party B has explained that she would rather go skiing. In this sense, much of what happens in turns 1–3 is relevant from the perspective of a negotiation. In particular, any presuppositions of the speech acts performed in turns 1–3 which are relevant to determining the acceptability and meaning of the offer made in turn 4 need to be reconstructed as part of the negotiation dialogue.

6 Constraints on Argumentative Discourse

Thus far, my aim in characterising negotiation and deliberation from a speech act perspective has been to provide criteria to distinguish the two genres in practice. The same characterisation, however, also sets out a basis for identifying some of the communicative conventions that can constrain argumentative discourse within them.

Previously, I defined ‘discourse genres’ as sequences of speech acts consisting of a superordinate speech act plus some pre- or post-sequence aimed at determining the meaning or acceptability of the superordinate speech act. Starting from this conception of discourse genre and the analysis of felicity conditions proposed for the superordinate speech acts of negotiation and deliberation, I believe it is possible to hypothesise the existence of at least three communicative conventions within these genres. Even though the analysis presented below is at an early stage, it can still serve to illustrate how the genre characterisation proposed in this article can be used to describe the constraining effect of discourse genres on argumentative discussions.

Concerning the initial situation of argumentative discourse, it is reasonable to expect that the main propositions to be discussed in each case will be ‘The offer performed is acceptable’ and ‘The proposal performed is acceptable’. Put differently, an argumentative sequence developing within the genre of negotiation or deliberation will be aimed—directly or indirectly, explicitly or implicitly—at justifying or refuting the acceptability of the superordinate speech act. Thus, even

when at first glance the acceptability or meaning of a different type of speech act is under discussion (e.g., the acceptability of a threat or a request), it should be possible to reconstruct that discussion as a sub-discussion within the main discussion concerning the acceptability of the superordinate speech act.

Next, we can anticipate communicative conventions affecting the starting points of argumentative discourse. Specifically, we can partially anticipate the content of the commitment set of the speaker who makes an offer and a proposal in each of these genres, and within that commitment set, part of the speaker's expectations concerning: (1) the hearer's commitment set and (2) the potential zones of agreement and disagreement between speaker and hearer.

In the context of a negotiation, a speaker who makes an offer presumes that there is a *conflict of interest* between speaker and hearer. This entails that the speaker is committed to the following beliefs:

1. The belief that 'X is desirable';
2. The belief that the hearer is committed to 'X is not desirable' (or, even, 'X is undesirable')¹⁴;
3. The belief that speaker and hearer do not have sufficient common starting points to solve their conflict of opinion concerning the (non-) desirability of X by means of an argumentative discussion;
4. The belief that the action the speaker has offered to the hearer cannot be judged, therefore, on the basis of the (non-) desirability of X;
5. And the belief that, in order to determine the acceptability of the action offered, speaker and hearer will either have to:
 - (a) ...withdraw their starting points concerning the (non-) desirability of X, in case they decide to enter a distributive negotiation; or
 - (b) ...add new starting points to the discussion, thereby enlarging their original zone of agreement and making their difference of opinion concerning the (non-) desirability of X irrelevant, in case they opt for an integrative negotiation.

By contrast, the commitment set of a speaker performing a proposal in the context of a deliberation appears to be less complex. The speaker is committed to the following:

1. The belief that 'X is desirable';
2. The belief that the hearer is also committed to 'X is desirable';
3. And the belief that the action the speaker has proposed to the hearer can be judged, therefore, on the basis of the desirability of X.

¹⁴ Of course, it could happen the other way around, i.e., that the speaker is committed to 'X is not desirable' and the hearer to 'X is desirable'.

Finally, we can conjecture constraints on the argumentative means that can be used to decide the acceptability of the action offered and proposed in each case. Thus, in a negotiation, the acceptability of the action offered will need to be judged on the basis of one of two requirements, depending on the type of negotiation the parties chose to develop. If the negotiation is distributive, the standard of acceptability should be whether the action offered is a fair compromise between speaker's and hearer's conflict of interest regarding X. If the negotiation is integrative, the acceptability of the action offered should be judged on the basis of whether the action accomplishes the speaker and hearer's convergent (not shared but compatible) interests Y and Z. In a deliberative context, the acceptability of the action should be based on whether the action proposed accomplishes the speaker and hearer's shared interest regarding X.

7 Conclusions

Negotiation and deliberation are two genres of discourse that can be easily confused in practice. Thus, in order to analyse and evaluate argumentation within these genres, we need to have not only a proper insight into the communicative conventions constraining argumentative discourse in each of these context types, but also empirical criteria to identify and distinguish them in practice.

In this essay, I have argued that negotiation and deliberation can be systematically distinguished by examining whether or not the superordinate speech acts underlying each of them—making an offer and making a proposal, respectively—have been performed. In order to make clear the difference between the two types of speech acts, I have also specified their felicity conditions. Moreover, I have emphasised that for a deliberation to take place not only a proposal has to be performed, but also argumentation for or against that proposal.

I believe the approach developed in this essay suggests three main lines for further research. First, I presume that a similar analysis can be carried out with other discourse genres, such as adjudication and information-seeking, in relation the speech acts of accusing and informative requests. Identification criteria of this sort can be particularly useful in the context of hybrid activity types (van Eemeren 2010, p. 144), activities which prototypically involve the activation of more than one genre, making possible all kind of combinations, mixtures and overlaps.¹⁵

Second, it is possible that the occurrence of deliberation or negotiation (and other genres) depends not only on the performance of the superordinate speech acts that I have identified, but also on the specific demands imposed by the macro-context or communicative activity type in which they occur. Thus, for example, in the context of an antique market, a negotiation may consist solely of an offer and the rejection of that offer. In the context of a collective bargaining process between a trade union and a company, however, the same sequence of speech acts—an offer and a rejection of the

¹⁵ The same applies to Walton and Krabbe's (1995, p. 65) "mixed (or complex) dialogue types".

offer—is probably an insufficient indication that a negotiation dialogue has taken place. In such a context, if one of the parties systematically rejects the offers made by the other party, and makes no counter-offers in turn, then the party who is making the offers would probably be right in accusing the other party of not being ‘open to negotiation’. Clearly, the criteria I have proposed to determine whether or not a negotiation or deliberation has taken place are minimal and may need to be complemented with the particular requirements of a given social activity.

Finally, it is likely that the analysis of felicity conditions specified for the superordinate speech acts of making an offer and proposing can be used as a basis to identify further constraints on argumentative discourse than those already identified in Sect. 6. In addition, the claims I have made in that section need to be checked against quantitative and qualitative empirical research.

Acknowledgments I would like to thank T. M. Edwards, D. Godden, J. Goodwin, C. Joannon, M. Lewinski, D. Mohammed, F. Snoeck Henkemans and R. Valenzuela for their valuable comments on earlier versions of this paper.

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