



Philosophical Review

How to Derive "Ought" From "Is"

Author(s): John R. Searle

Reviewed work(s):

Source: *The Philosophical Review*, Vol. 73, No. 1 (Jan., 1964), pp. 43-58

Published by: [Duke University Press](#) on behalf of [Philosophical Review](#)

Stable URL: <http://www.jstor.org/stable/2183201>

Accessed: 06/01/2013 10:41

Your use of the JSTOR archive indicates your acceptance of the Terms & Conditions of Use, available at <http://www.jstor.org/page/info/about/policies/terms.jsp>

JSTOR is a not-for-profit service that helps scholars, researchers, and students discover, use, and build upon a wide range of content in a trusted digital archive. We use information technology and tools to increase productivity and facilitate new forms of scholarship. For more information about JSTOR, please contact support@jstor.org.



Duke University Press and *Philosophical Review* are collaborating with JSTOR to digitize, preserve and extend access to *The Philosophical Review*.

<http://www.jstor.org>

HOW TO DERIVE “OUGHT” FROM “IS”¹

I

IT IS often said that one cannot derive an “ought” from an “is.” This thesis, which comes from a famous passage in Hume’s *Treatise*, while not as clear as it might be, is at least clear in broad outline: there is a class of statements of fact which is logically distinct from a class of statements of value. No set of statements of fact by themselves entails any statement of value. Put in more contemporary terminology, no set of *descriptive* statements can entail an *evaluative* statement without the addition of at least one evaluative premise. To believe otherwise is to commit what has been called the naturalistic fallacy.

I shall attempt to demonstrate a counterexample to this thesis.² It is not of course to be supposed that a single counterexample can refute a philosophical thesis, but in the present instance if we can present a plausible counterexample and can in addition give some account or explanation of how and why it is a counterexample, and if we can further offer a theory to back up our counterexample—a theory which will generate an indefinite number of counterexamples—we may at the very least cast considerable light on the original thesis; and possibly, if we can do all these things, we may even incline ourselves to the view that the scope of that thesis was more restricted than we had originally supposed. A counterexample must proceed by taking a statement or statements which any proponent of the thesis would grant were purely factual or “descriptive” (they need not actually contain the word “is”) and show how they are logically related to a statement which a proponent of the thesis would

¹ Earlier versions of this paper were read before the Stanford Philosophy Colloquium and the Pacific Division of the American Philosophical Association. I am indebted to many people for helpful comments and criticisms, especially Hans Herzberger, Arnold Kaufmann, Benson Mates, A. I. Melden, and Dagmar Searle.

² In its modern version. I shall not be concerned with Hume’s treatment of the problem.

regard as clearly “evaluative.” (In the present instance it will contain an “ought”.)³

Consider the following series of statements:

- (1) Jones uttered the words “I hereby promise to pay you, Smith, five dollars.”
- (2) Jones promised to pay Smith five dollars.
- (3) Jones placed himself under (undertook) an obligation to pay Smith five dollars.
- (4) Jones is under an obligation to pay Smith five dollars.
- (5) Jones ought to pay Smith five dollars.

I shall argue concerning this list that the relation between any statement and its successor, while not in every case one of “entailment,” is nonetheless not just a contingent relation; and the additional statements necessary to make the relationship one of entailment do not need to involve any evaluative statements, moral principles, or anything of the sort.

Let us begin. How is (1) related to (2)? In certain circumstances, uttering the words in quotation marks in (1) is the act of making a promise. And it is a part of or a consequence of the meaning of the words in (1) that in those circumstances uttering them is promising. “I hereby promise” is a paradigm device in English for performing the act described in (2), promising.

Let us state this fact about English usage in the form of an extra premise:

- (1a) Under certain conditions *C* anyone who utters the words (sentence) “I hereby promise to pay you, Smith, five dollars” promises to pay Smith five dollars.

What sorts of things are involved under the rubric “conditions *C*?” What is involved will be all those conditions, those states of affairs, which are necessary and sufficient conditions

³ If this enterprise succeeds, we shall have bridged the gap between “evaluative” and “descriptive” and consequently have demonstrated a weakness in this very terminology. At present, however, my strategy is to play along with the terminology, pretending that the notions of evaluative and descriptive are fairly clear. At the end of the paper I shall state in what respects I think they embody a muddle.

for the utterance of the words (sentence) to constitute the successful performance of the act of promising. The conditions will include such things as that the speaker is in the presence of the hearer Smith, they are both conscious, both speakers of English, speaking seriously. The speaker knows what he is doing, is not under the influence of drugs, not hypnotized or acting in a play, not telling a joke or reporting an event, and so forth. This list will no doubt be somewhat indefinite because the boundaries of the concept of a promise, like the boundaries of most concepts in a natural language, are a bit loose.⁴ But one thing is clear; however loose the boundaries may be, and however difficult it may be to decide marginal cases, the conditions under which a man who utters “I hereby promise” can correctly be said to have made a promise are straightforwardly empirical conditions.

So let us add as an extra premise the empirical assumption that these conditions obtain.

(1b) Conditions *C* obtain.

From (1), (1a), and (1b) we derive (2). The argument is of the form: If *C* then (if *U* then *P*): *C* for conditions, *U* for utterance, *P* for promise. Adding the premises *U* and *C* to this hypothetical we derive (2). And as far as I can see, no moral premises are lurking in the logical woodpile. More needs to be said about the relation of (1) to (2), but I reserve that for later.

What is the relation between (2) and (3)? I take it that promising is, by definition, an act of placing oneself under an obligation. No analysis of the concept of promising will be complete which does not include the feature of the promiser placing himself under or undertaking or accepting or recognizing an obligation to the promisee, to perform some future course of action, normally for the benefit of the promisee. One may be tempted to think that promising can be analyzed in terms of creating expectations in one's hearers, or some such, but a little reflection will show that the crucial distinction between statements of intention on

⁴ In addition the concept of a promise is a member of a class of concepts which suffer from looseness of a peculiar kind, viz. defeasibility. Cf. H. L. A. Hart, “The Ascription of Responsibility and Rights,” *Logic and Language*, First Series, ed. by A. Flew (Oxford, 1951).

the one hand and promises on the other lies in the nature and degree of commitment or obligation undertaken in promising.

I am therefore inclined to say that (2) entails (3) straight off, but I can have no objection if anyone wishes to add—for the purpose of formal neatness—the tautological premise:

(2a) All promises are acts of placing oneself under (undertaking) an obligation to do the thing promised.

How is (3) related to (4)? If one has placed oneself under an obligation, then, other things being equal, one is under an obligation. That I take it also is a tautology. Of course it is possible for all sorts of things to happen which will release one from obligations one has undertaken and hence the need for the *ceteris paribus* rider. To get an entailment between (3) and (4) we therefore need a qualifying statement to the effect that:

(3a) Other things are equal.

Formalists, as in the move from (2) to (3), may wish to add the tautological premise:

(3b) All those who place themselves under an obligation are, other things being equal, under an obligation.

The move from (3) to (4) is thus of the same form as the move from (1) to (2): If *E* then (if *PUO* then *UO*): *E* for other things are equal, *PUO* for place under obligation and *UO* for under obligation. Adding the two premises *E* and *PUO* we derive *UO*.

Is (3a), the *ceteris paribus* clause, a concealed evaluative premise? It certainly looks as if it might be, especially in the formulation I have given it, but I think we can show that, though questions about whether other things are equal frequently involve evaluative considerations, it is not logically necessary that they should in every case. I shall postpone discussion of this until after the next step.

What is the relation between (4) and (5)? Analogous to the tautology which explicates the relation of (3) and (4) there is here the tautology that, other things being equal, one ought to do what one is under an obligation to do. And here, just as in the previous case, we need some premise of the form:

(4a) Other things are equal.

We need the *ceteris paribus* clause to eliminate the possibility that something extraneous to the relation of “obligation” to “ought” might interfere.⁵ Here, as in the previous two steps, we eliminate the appearance of enthymeme by pointing out that the apparently suppressed premise is tautological and hence, though formally neat, it is redundant. If, however, we wish to state it formally, this argument is of the same form as the move from (3) to (4): If *E* then (if *UO* then *O*); *E* for other things are equal, *UO* for under obligation, *O* for ought. Adding the premises *E* and *UO* we derive *O*.

Now a word about the phrase “other things being equal” and how it functions in my attempted derivation. This topic and the closely related topic of defeasibility are extremely difficult and I shall not try to do more than justify my claim that the satisfaction of the condition does not necessarily involve anything evaluative. The force of the expression “other things being equal” in the present instance is roughly this. Unless we have some reason (that is, unless we are actually prepared to give some reason) for supposing the obligation is void (step 4) or the agent ought not to keep the promise (step 5), then the obligation holds and he ought to keep the promise. It is not part of the force of the phrase “other things being equal” that in order to satisfy it we need to establish a universal negative proposition to the effect that no reason could ever be given by anyone for supposing the agent is not under an obligation or ought not to keep the promise. That would be impossible and would render the phrase useless. It is sufficient to satisfy the condition that no reason to the contrary can in fact be given.

If a reason is given for supposing the obligation is void or that the promiser ought not to keep a promise, then characteristically a situation calling for an evaluation arises. Suppose, for example, we consider a promised act wrong, but we grant that

⁵ The *ceteris paribus* clause in this step excludes somewhat different sorts of cases from those excluded in the previous step. In general we say, “He undertook an obligation, but nonetheless he is not (now) under an obligation” when the obligation has been *removed*, e.g., if the promisee says, “I release you from your obligation.” But we say, “He is under an obligation, but nonetheless ought not to fulfill it” in cases where the obligation is *overridden* by some other considerations, e.g., a prior obligation.

the promiser did undertake an obligation. Ought he to keep the promise? There is no established procedure for objectively deciding such cases in advance, and an evaluation (if that is really the right word) is in order. But unless we have some reason to the contrary, the *ceteris paribus* condition is satisfied, no evaluation is necessary, and the question whether he ought to do it is settled by saying "he promised." It is always an open possibility that we may have to make an evaluation in order to derive "he ought" from "he promised," for we may have to evaluate a counterargument. But an evaluation is not logically necessary in every case, for there may as a matter of fact be no counterarguments. I am therefore inclined to think that there is nothing necessarily evaluative about the *ceteris paribus* condition, even though deciding whether it is satisfied will frequently involve evaluations.

But suppose I am wrong about this: would that salvage the belief in an unbridgeable logical gulf between "is" and "ought"? I think not, for we can always rewrite my steps (4) and (5) so that they include the *ceteris paribus* clause as part of the conclusion. Thus from our premises we would then have derived "Other things being equal Jones ought to pay Smith five dollars," and that would still be sufficient to refute the tradition, for we would still have shown a relation of entailment between descriptive and evaluative statements. It was not the fact that extenuating circumstances can void obligations that drove philosophers to the naturalistic fallacy fallacy; it was rather a theory of language, as we shall see later on.

We have thus derived (in as strict a sense of "derive" as natural languages will admit of) an "ought" from an "is." And the extra premises which were needed to make the derivation work were in no cause moral or evaluative in nature. They consisted of empirical assumptions, tautologies, and descriptions of word usage. It must be pointed out also that the "ought" is a "categorical" not a "hypothetical" ought. (5) does not say that Jones ought to pay up if he wants such and such. It says he ought to pay up, period. Note also that the steps of the derivation are carried on in the third person. We are not concluding "I ought" from "I said 'I promise,'" but "he ought" from "he said 'I promise.'"

The proof unfolds the connection between the utterance of certain words and the speech act of promising and then in turn unfolds promising into obligation and moves from obligation to “ought.” The step from (1) to (2) is radically different from the others and requires special comment. In (1) we construe “I hereby promise . . .” as an English phrase having a certain meaning. It is a consequence of that meaning that the utterance of that phrase under certain conditions is the act of promising. Thus by presenting the quoted expressions in (1) and by describing their use in (1a) we have as it were already invoked the institution of promising. We might have started with an even more ground-floor premise than (1) by saying:

(1b) Jones uttered the phonetic sequence: /ai⁺hirbai⁺pramis⁺təpei⁺yu⁺smiθ⁺faiv⁺dalərz/

We would then have needed extra empirical premises stating that this phonetic sequence was associated in certain ways with certain meaningful units relative to certain dialects.

The moves from (2) to (5) are relatively easy. We rely on definitional connections between “promise,” “obligate,” and “ought,” and the only problem which arises is that obligations can be overridden or removed in a variety of ways and we need to take account of that fact. We solve our difficulty by adding further premises to the effect that there are no contrary considerations, that other things are equal.

II

In this section I intend to discuss three possible objections to the derivation.

First Objection

Since the first premise is descriptive and the conclusion evaluative, there must be a concealed evaluative premise in the description of the conditions in (1b).

So far, this argument merely begs the question by assuming the logical gulf between descriptive and evaluative which the derivation is designed to challenge. To make the objection

stick, the defender of the distinction would have to show how exactly (1b) must contain an evaluative premise and what sort of premise it might be. Uttering certain words in certain conditions just *is* promising and the description of these conditions needs no evaluative element. The essential thing is that in the transition from (1) to (2) we move from the specification of a certain utterance of words to the specification of a certain speech act. The move is achieved because the speech act is a conventional act; and the utterance of the words, according to the conventions, constitutes the performance of just that speech act.

A variant of this first objection is to say: all you have shown is that “promise” is an evaluative, not a descriptive, concept. But this objection again begs the question and in the end will prove disastrous to the original distinction between descriptive and evaluative. For that a man uttered certain words and that these words have the meaning they do are surely objective facts. And if the statement of these two objective facts plus a description of the conditions of the utterance is sufficient to entail the statement (2) which the objector alleges to be an evaluative statement (Jones promised to pay Smith five dollars), then an evaluative conclusion is derived from descriptive premises without even going through steps (3), (4), and (5).

Second Objection

Ultimately the derivation rests on the principle that one ought to keep one’s promises and that is a moral principle, hence evaluative.

I don’t know whether “one ought to keep one’s promises” is a “moral” principle, but whether or not it is, it is also tautological; for it is nothing more than a derivation from the two tautologies:

All promises are (create, are undertakings of, are acceptances of) obligations,

and

One ought to keep (fulfill) one’s obligations.

What needs to be explained is why so many philosophers have failed to see the tautological character of this principle. Three things I think have concealed its character from them.

The first is a failure to distinguish external questions about the institution of promising from internal questions asked within the framework of the institution. The questions “Why do we have such an institution as promising?” and “Ought we to have such institutionalized forms of obligation as promising?” are external questions asked about and not within the institution of promising. And the question “Ought one to keep one’s promises?” can be confused with or can be taken as (and I think has often been taken as) an external question roughly expressible as “Ought one to accept the institution of promising?” But taken literally, as an internal question, as a question about promises and not about the institution of promising, the question “Ought one to keep one’s promises?” is as empty as the question “Are triangles three-sided?” To recognize something as a promise is to grant that, other things being equal, it ought to be kept.

A second fact which has clouded the issue is this. There are many situations, both real and imaginable, where one ought not to keep a promise, where the obligation to keep a promise is overridden by some further considerations, and it was for this reason that we needed those clumsy *ceteris paribus* clauses in our derivation. But the fact that obligations can be overridden does not show that there were no obligations in the first place. On the contrary. And these original obligations are all that is needed to make the proof work.

Yet a third factor is the following. Many philosophers still fail to realize the full force of saying that “I hereby promise” is a performative expression. In uttering it one performs but does not describe the act of promising. Once promising is seen as a speech act of a kind different from describing, then it is easier to see that one of the features of the act is the undertaking of an obligation. But if one thinks the utterance of “I promise” or “I hereby promise” is a peculiar kind of description—for example, of one’s mental state—then the relation between promising and obligation is going to seem very mysterious.

Third Objection

The derivation uses only a factual or inverted-commas sense of the evaluative terms employed. For example, an anthro-

pologist observing the behavior and attitudes of the Anglo-Saxons might well go through these derivations, but nothing evaluative would be included. Thus step (2) is equivalent to "He did what they call promising" and step (5) to "According to them he ought to pay Smith five dollars." But since all of the steps (2) to (5) are in *oratio obliqua* and hence disguised statements of fact, the fact-value distinction remains unaffected.

This objection fails to damage the derivation, for what it says is only that the steps *can* be reconstrued as in *oratio obliqua*, that we can construe them as a series of external statements, that we can construct a parallel (or at any rate related) proof about reported speech. But what I am arguing is that, taken quite literally, without any *oratio obliqua* additions or interpretations, the derivation is valid. That one can construct a similar argument which would fail to refute the fact-value distinction does not show that this proof fails to refute it. Indeed it is irrelevant.

III

So far I have presented a counterexample to the thesis that one cannot derive an "ought" from an "is" and considered three possible objections to it. Even supposing what I have said so far is true, still one feels a certain uneasiness. One feels there must be some trick involved somewhere. We might state our uneasiness thus: How can my granting a mere fact about a man, such as the fact that he uttered certain words or that he made a promise, commit *me* to the view that *he* ought to do something? I now want briefly to discuss what broader philosophic significance my attempted derivation may have, in such a way as to give us the outlines of an answer to this question.

I shall begin by discussing the grounds for supposing that it cannot be answered at all.

The inclination to accept a rigid distinction between "is" and "ought," between descriptive and evaluative, rests on a certain picture of the way words relate to the world. It is a very attractive picture, so attractive (to me at least) that it is not entirely clear to what extent the mere presentation of counterexamples can challenge it. What is needed is an explanation of

how and why this classical empiricist picture fails to deal with such counterexamples. Briefly, the picture is constructed something like this: first we present examples of so-called descriptive statements (“my car goes eighty miles an hour,” “Jones is six feet tall,” “Smith has brown hair”), and we contrast them with so-called evaluative statements (“my car is a good car,” “Jones ought to pay Smith five dollars,” “Smith is a nasty man”). Anyone can see that they are different. We articulate the difference by pointing out that for the descriptive statements the question of truth or falsity is objectively decidable, because to know the meaning of the descriptive expressions is to know under what objectively ascertainable conditions the statements which contain them are true or false. But in the case of evaluative statements the situation is quite different. To know the meaning of the evaluative expressions is not by itself sufficient for knowing under what conditions the statements containing them are true or false, because the meaning of the expressions is such that the statements are not capable of objective or factual truth or falsity at all. Any justification a speaker can give of one of his evaluative statements essentially involves some appeal to attitudes he holds, to criteria of assessment he has adopted, or to moral principles by which he has chosen to live and judge other people. Descriptive statements are thus objective, evaluative statements subjective, and the difference is a consequence of the different sorts of terms employed.

The underlying reason for these differences is that evaluative statements perform a completely different job from descriptive statements. Their job is not to describe any features of the world but to express the speaker’s emotions, to express his attitudes, to praise or condemn, to laud or insult, to commend, to recommend, to advise, and so forth. Once we see the different jobs the two perform, we see that there must be a logical gulf between them. Evaluative statements must be different from descriptive statements in order to do their job, for if they were objective they could no longer function to evaluate. Put metaphysically, values cannot lie in the world, for if they did they would cease to be values and would just be another part of the world. Put in the formal mode, one cannot define an evaluative word in terms of descriptive words, for if one did, one would no longer be able

to use the evaluative word to commend, but only to describe. Put yet another way, any effort to derive an "ought" from an "is" must be a waste of time, for all it could show even if it succeeded would be that the "is" was not a real "is" but only a disguised "ought" or, alternatively, that the "ought" was not a real "ought" but only a disguised "is."

This summary of the traditional empirical view has been very brief, but I hope it conveys something of the power of this picture. In the hands of certain modern authors, especially Hare and Nowell-Smith, the picture attains considerable subtlety and sophistication.

What is wrong with this picture? No doubt many things are wrong with it. In the end I am going to say that one of the things wrong with it is that it fails to give us any coherent account of such notions as commitment, responsibility, and obligation.

In order to work toward this conclusion I can begin by saying that the picture fails to account for the *different types* of "descriptive" statements. Its paradigms of descriptive statements are such utterances as "my car goes eighty miles an hour," "Jones is six feet tall," "Smith has brown hair," and the like. But it is forced by its own rigidity to construe "Jones got married," "Smith made a promise," "Jackson has five dollars," and "Brown hit a home run" as descriptive statements as well. It is so forced, because whether or not someone got married, made a promise, has five dollars, or hit a home run is as much a matter of objective fact as whether he has red hair or brown eyes. Yet the former kind of statement (statements containing "married," "promise," and so forth) seem to be quite different from the simple empirical paradigms of descriptive statements. How are they different? Though both kinds of statements state matters of objective fact, the statements containing words such as "married," "promise," "home run," and "five dollars" state facts whose existence presupposes certain institutions: a man has five dollars, given the institution of money. Take away the institution and all he has is a rectangular bit of paper with green ink on it. A man hits a home run only given the institution of baseball; without the institution he only hits a sphere with a stick. Similarly, a man gets

married or makes a promise only within the institutions of marriage and promising. Without them, all he does is utter words or makes gestures. We might characterize such facts as institutional facts, and contrast them with noninstitutional, or brute, facts: that a man has a bit of paper with green ink on it is a brute fact, that he has five dollars is an institutional fact.⁶ The classical picture fails to account for the differences between statements of brute fact and statements of institutional fact.

The word “institution” sounds artificial here, so let us ask: what sorts of institutions are these? In order to answer that question I need to distinguish between two different kinds of rules or conventions. Some rules regulate antecedently existing forms of behavior. For example, the rules of polite table behavior regulate eating, but eating exists independently of these rules. Some rules, on the other hand, do not merely regulate but create or define new forms of behavior: the rules of chess, for example, do not merely regulate an antecedently existing activity called playing chess; they, as it were, create the possibility of or define that activity. The activity of playing chess is constituted by action in accordance with these rules. Chess has no existence apart from these rules. The distinction I am trying to make was foreshadowed by Kant’s distinction between regulative and constitutive principles, so let us adopt his terminology and describe our distinction as a distinction between regulative and constitutive rules. Regulative rules regulate activities whose existence is independent of the rules; constitutive rules constitute (and also regulate) forms of activity whose existence is logically dependent on the rules.⁷

Now the institutions that I have been talking about are systems of constitutive rules. The institutions of marriage, money, and promising are like the institutions of baseball or chess in that they are systems of such constitutive rules or conventions. What I have called institutional facts are facts which presuppose such institutions.

⁶ For a discussion of this distinction see G. E. M. Anscombe, “Brute Facts,” *Analysis* (1958).

⁷ For a discussion of a related distinction see J. Rawls, “Two Concepts of Rules,” *Philosophical Review*, LXIV (1955).

Once we recognize the existence of and begin to grasp the nature of such institutional facts, it is but a short step to see that many forms of obligations, commitments, rights, and responsibilities are similarly institutionalized. It is often a matter of fact that one has certain obligations, commitments, rights, and responsibilities, but it is a matter of institutional, not brute, fact. It is one such institutionalized form of obligation, promising, which I invoked above to derive an "ought" from an "is." I started with a brute fact, that a man uttered certain words, and then invoked the institution in such a way as to generate institutional facts by which we arrived at the institutional fact that the man ought to pay another man five dollars. The whole proof rests on an appeal to the constitutive rule that to make a promise is to undertake an obligation.

We are now in a position to see how we can generate an indefinite number of such proofs. Consider the following vastly different example. We are in our half of the seventh inning and I have a big lead off second base. The pitcher whirls, fires to the shortstop covering, and I am tagged out a good ten feet down the line. The umpire shouts, "Out!" I, however, being a positivist, hold my ground. The umpire tells me to return to the dugout. I point out to him that you can't derive an "ought" from an "is." No set of descriptive statements describing matters of fact, I say, will entail any evaluative statements to the effect that I should or ought to leave the field. "You just can't get orders or recommendations from facts alone." What is needed is an evaluative major premise. I therefore return to and stay on second base (until I am carried off the field). I think everyone feels my claims here to be preposterous, and preposterous in the sense of logically absurd. Of course you can derive an "ought" from an "is," and though to actually set out the derivation in this case would be vastly more complicated than in the case of promising, it is in principle no different. By undertaking to play baseball I have committed myself to the observation of certain constitutive rules.

We are now also in a position to see that the tautology that one ought to keep one's promises is only one of a class of similar tautologies concerning institutionalized forms of obligation.

“OUGHT” AND “IS”

For example, “one ought not to steal” can be taken as saying that to recognize something as someone else’s property necessarily involves recognizing his right to dispose of it. This is a constitutive rule of the institution of private property.⁸ “One ought not to tell lies” can be taken as saying that to make an assertion necessarily involves undertaking an obligation to speak truthfully. Another constitutive rule. “One ought to pay one’s debts” can be construed as saying that to recognize something as a debt is necessarily to recognize an obligation to pay it. It is easy to see how all these principles will generate counter-examples to the thesis that you cannot derive an “ought” from an “is.”

My tentative conclusions, then, are as follows:

1. The classical picture fails to account for institutional facts.
2. Institutional facts exist within systems of constitutive rules.
3. Some systems of constitutive rules involve obligations, commitments, and responsibilities.
4. Within those systems we can derive “ought’s” from “is’s” on the model of the first derivation.

With these conclusions we now return to the question with which I began this section: How can my stating a fact about a man, such as the fact that he made a promise, commit me to a view about what he ought to do? One can begin to answer this question by saying that for me to state such an institutional fact is already to invoke the constitutive rules of the institution.

⁸ Proudhon said: “Property is theft.” If one tries to take this as an internal remark it makes no sense. It was intended as an external remark attacking and rejecting the institution of private property. It gets its air of paradox and its force by using terms which are internal to the institution in order to attack the institution.

Standing on the deck of some institutions one can tinker with constitutive rules and even throw some other institutions overboard. But could one throw all institutions overboard (in order perhaps to avoid ever having to derive an “ought” from an “is”)? One could not and still engage in those forms of behavior we consider characteristically human. Suppose Proudhon had added (and tried to live by): “Truth is a lie, marriage is infidelity, language is uncommunicative, law is a crime,” and so on with every possible institution.

It is those rules that give the word “promise” its meaning. But those rules are such that to commit myself to the view that Jones made a promise involves committing myself to what he ought to do (other things being equal).

If you like, then, we have shown that “promise” is an evaluative word, but since it is also purely descriptive, we have really shown that the whole distinction needs to be re-examined. The alleged distinction between descriptive and evaluative statements is really a conflation of at least two distinctions. On the one hand there is a distinction between different kinds of speech acts, one family of speech acts including evaluations, another family including descriptions. This is a distinction between different kinds of illocutionary force.⁹ On the other hand there is a distinction between utterances which involve claims objectively decidable as true or false and those which involve claims not objectively decidable, but which are “matters of personal decision” or “matters of opinion.” It has been assumed that the former distinction is (must be) a special case of the latter, that if something has the illocutionary force of an evaluation, it cannot be entailed by factual premises. Part of the point of my argument is to show that this contention is false, that factual premises can entail evaluative conclusions. If I am right, then the alleged distinction between descriptive and evaluative utterances is useful only as a distinction between two kinds of illocutionary force, describing and evaluating, and it is not even very useful there, since if we are to use these terms strictly, they are only two among hundreds of kinds of illocutionary force; and utterances of sentences of the form (5)—“Jones ought to pay Smith five dollars”—would not characteristically fall in either class.

JOHN R. SEARLE

University of California

⁹ See J. L. Austin, *How to Do Things with Words* (Cambridge, Mass., 1962), for an explanation of this notion.