

## 11 The Assurance View of Testimony

Frederick F. Schmitt

### VERSIONS OF THE ASSURANCE VIEW

It is uncontroversial that testimony that  $p$  can give the hearer of the testimony an epistemic reason to believe  $p$ , and indeed make the hearer epistemically justified in believing  $p$ .<sup>1</sup> Call *evidentialism* the view that testimony gives such a reason by giving evidence that  $p$ , or at any rate by allowing the hearer justifiedly to take it that there is evidence that  $p$ . In its simplest version, evidentialism is a *reductive individualist* view of testimonial justification: the testimony gives such a reason because the hearer can infer that  $p$  from his or her belief that the testimonial act indicates that  $p$ , and the latter belief is justified either inductively or by a priori reasoning from a principle of charity in interpretation.<sup>2</sup> This view is *reductive* in understanding the reasons given in testimony to be based on the hearer's non-testimonially (in this case, inductively or a priori) justified beliefs. And it is *individualist* in understanding the giving of testimonial reasons to depend only on the belief  $p$ 's being based on epistemically justified beliefs of the hearer.

Contrasting with such a reductive view are *non-reductive* and *non-individualist* views.<sup>3</sup> I focus in this chapter on one non-reductive and non-individualist

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view—the *assurance* view of testimony.<sup>4</sup> On this view, testimonial reason-giving or justification depends in some instances on the testifier's speech act of assuring the addressee that  $p$ , or on the addressee's acceptance of that assurance. Assurance allows an epistemic reason to be given to the addressee even when no evidence is given. The testifier's assurance may be understood in various ways—as the testifier's presenting himself or herself as having an adequate epistemic reason to believe  $p$  or as epistemically responsible in asserting  $p$ , or as inviting the addressee to trust him or her that  $p$ , or as offering to take responsibility for  $p$ 's being true. Given one or another understanding of assurance, the assurance view then says:

In some instances of testimony, the testifier assures that  $p$  and the addressee treats the testifier's speech act as assurance (rather than evidence), and the testimony gives the addressee an epistemic reason to believe  $p$  either because the testifier assures that  $p$  or because the addressee accepts that assurance (or because both of these conditions obtain).

It would be natural for a proponent of the assurance view to say all of the following:

the testifier's assurance or the addressee's acceptance of it makes available to the addressee a reason to believe  $p$ ;

the testifier's assurance or the addressee's acceptance of it gives the addressee an epistemic reason to believe  $p$ ;

the testifier's assurance or the addressee's acceptance of it makes available to the addressee a reason to believe *p*;

this giving of an epistemic reason entails that the addressee has an epistemic reason to believe *p*;

under certain conditions, the addressee's basing his or her belief *p* on this epistemic reason suffices for the belief's being testimonially justified.

I take it that the availability of the reason is not enough for the reason to be given, but the reason's being given *is* enough for the addressee to *have* the reason. Versions of the assurance view will differ on whether the addressee must *accept* the assurance in order for the testimony to give and the addressee to have the epistemic reason.<sup>5</sup> For the addressee to be testimonially justified in believing in the 'propositional' sense of justification, the epistemic reason need only be given and the addressee need only *have* the reason (assuming the reason given is good

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enough for justification); versions of the assurance view will differ on whether that requires the addressee's acceptance of the assurance. For the addressee's belief to be testimonially justified in the 'doxastic' sense, the addressee must *base* that belief on the epistemic reason; this presumably requires that the belief arises from the addressee's acceptance of the assurance.<sup>6</sup>

Presumably merely giving an epistemic reason is not yet enough for giving a *good* epistemic reason or one *adequate* for the addressee's belief to be justified, or even for giving a reason having any positive quality.<sup>7</sup> Accordingly, Richard Moran adopts a two-tiered assurance view in his rich defense of the assurance view, 'Getting Told and Being Believed'.<sup>8</sup> In the first tier, assurance or its acceptance is enough for giving the recipient an epistemic reason to believe *p*, though not enough for giving the recipient a good epistemic reason to believe *p*.<sup>9</sup> In the second tier, the presence or absence of background conditions determines whether the reason given is good or bad:<sup>10</sup>

Whether this [the assurance or its acceptance] counts as a good or sufficient reason is not a matter of the speaker's illocutionary authority, but will depend both on his sincerity

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and on his having discharged his epistemic responsibilities with respect to the belief in question. (295)

Assurance, although not sufficient for giving a good or bad reason, is necessary for the given reason even to count as epistemic and thereby licence the background conditions as determinants of whether the reason is good or bad:

These background conditions can themselves be construed as evidential, or at any rate not at the behest of the speaker to determine, but they are not themselves sufficient for giving any epistemic significance to the speaker's words, for the relevance of these conditions only comes into play once it is understood that a particular speech act is being performed with those words . . . The speaker has to constitute his utterance as having this or that illocutionary force before the empirical background conditions can contribute anything to its epistemic significance . . . Determining his utterance as an assertion is what gets the speaker's words into the realm of epistemic assessment in the first place. (289)

Moran here clarifies the assurance view by contrasting it explicitly with evidentialism and implicitly with alternative non-evidentialist views like the reliability, social responsibility, and transindividual reasons views.<sup>11</sup> On these alternative views, conditions like the testifier's sincerity, responsibility, knowledge, trustworthiness, and reliability in asserting  $p$  are sufficient for the utterance to give a good epistemic reason, and their absence is sufficient for the utterance to give a bad epistemic reason, so long as the right vehicle of testimony is in place. And the right vehicle may be something other than assurance—mere assertion, for example. On these views, what vehicle is right for testimony to give any epistemic reason (good or bad) is determined by what vehicle is appropriate for giving a good or bad epistemic reason as conceived by the view. Moran opposes these views by insisting that assurance is necessary for giving a good or bad epistemic reason in non-evidential cases, and this fact is independent of any good- or bad-making characteristics of the reason given by assurance. I take the two-tiered assurance view to be this:

- (i) Assurance that  $p$  or its acceptance is enough to give the recipient some epistemic reason to believe  $p$ .<sup>12</sup>
  - (ii) This reason is determined to be either good or bad by the presence or absence of 'background conditions'.<sup>13</sup>
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- (iii) If the reasons are determined to be good, then the subject is testimonially justified in believing  $p$ .

The background conditions include some or all of the following: the testifier's sincerity in asserting  $p$ , 'his having discharged his epistemic responsibilities with respect to the belief in question' (Moran 2006: 295), the testifier's knowledge that  $p$ , trustworthiness, or reliability as to whether  $p$ , or at least the addressee's assumption that some or all of these conditions obtain (Moran 2006: 289).<sup>14</sup> I allow that all this is only one option for interpreting Moran, but I know of no better option.<sup>15</sup>

The assurance view divides into what I will call an *agreement* version and a *communicative norm* version. On the agreement version, assurance or its acceptance gives the addressee an epistemic reason to believe  $p$  in something like the way a promise and its acceptance give the promisee a practical reason to rely on the promised action. When assurance is accepted, this establishes an agreement of sorts between the testifier

and the addressee. The testifier initiates the agreement by presenting an epistemic reason to believe, inviting trust, or offering to assume responsibility for the truth of the proposition (conditional on the addressee's acceptance of that offer). The addressee may complete the agreement by accepting these. A completed agreement of this sort forms a personal relation between the testifier and the addressee. Reference to such a personal relation in turn explains the sense in which in testimonial uptake the addressee may be said to believe the testifier that  $p$ , and not merely believe the testifier's utterance.

The communicative norm version of the assurance view differs from the agreement version in treating assurance as giving the addressee an epistemic reason to believe in virtue of the fact that assurance is governed by norms of communication. These norms make demands on the activity of assuring and confer prima facie permission for any addressee to trust what is assured whether

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or not an agreement is proffered or accepted.<sup>16</sup> This version of the assurance view does not entail that testimony gives an epistemic reason to believe in virtue of any actual personal relation between the testifier and the addressee or any reason to form such a relation. I believe that the communicative norm version faces fewer difficulties than the agreement version, but as no one has endorsed it, and Moran's view is clearly an agreement assurance view, I will focus on the agreement version and set aside the communicative norm version (only pausing later to note that the latter faces at least one difficulty that afflicts the agreement version). For convenience, I will refer to the agreement version simply as 'the assurance view'.

Turning now to two main variants of the agreement version, on one, a testimonial epistemic reason is given only by an *actual* agreement. Such an agreement generates commitments of both the testifier and the addressee, and these commitments give the recipient an epistemic reason to believe. Call this the *actual agreement* variant. On the other variant, the assurance by itself gives the addressee an epistemic reason to believe without any acceptance, hence without an agreement. It does so because in virtue of its content it *offers the recipient a benefit* great enough to give a practical reason to accept the assurance and fulfil its terms. Call this the *offer-of-benefit* variant. The difference between these two variants is analogous to the difference between the reason one has to fulfil the terms of a contract simply because one has made the contract and thereby agreed to fulfil its terms, and the reason one has to sign a contract and fulfil its terms because of the benefit contingent on signing. Moran's insistence that reason-giving depends on a personal relation might suggest attributing to him the actual agreement variant. But his core account of reason-giving is in fact an offer-of-benefit variant, and I believe this is the better choice for defending the assurance view.<sup>17</sup>

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I grant at the outset that there is an important and pervasive phenomenon of assurance, understood to involve some or all of the following: presenting oneself as having adequate

epistemic reason to believe *p*, presenting oneself as being epistemically responsible in asserting *p*, inviting the addressee to trust that *p*, or offering to assume responsibility for *p*'s being true. And when assurance involves the latter speech acts, the addressee often enough accepts it. I grant too that assurance or its acceptance can give the addressee some *practical* reason to trust the testifier beyond what a hearer has in a case of mere assertion. My question is rather whether assurance or its acceptance gives the addressee an *epistemic* reason to believe, in the sense of a reason that contributes to the addressee's epistemic justification for believing *p*.

I will begin by criticizing the putative analogy between assuring and promising. I will then object to the assurance view, on three grounds. First, though assurance may give the recipient a practical reason to trust the testifier as to whether *p*, neither assurance nor its acceptance is *sufficient* to give the addressee an epistemic reason to believe *p*. Second, assurance isn't *necessary* for testimony to give the addressee a non-evidential epistemic reason to believe the proposition. Third, the assurance view cannot account for the conferring of epistemic reasons by testimony in the most important class of cases for a non-reductive view, the *primitive* ones for which the hearer lacks a substantial base of non-testimonial reasons. My first and second objections are consonant with those made by Jennifer Lackey (2008: ch. 8), to which I am much indebted here, though my arguments generally differ from hers. At the end of the paper, I will suggest an alternative non-reductive, non-individualist view of testimonial justification based on speech acts.

#### PRELIMINARY: ASSURANCE AND ASSERTION

The assurance view, as Moran presents it, assumes that assurance involves something beyond mere assertion in virtue of which the testifier gives the addressee a reason to believe—such as presenting oneself as having adequate epistemic reason to believe *p* or inviting the addressee to trust that *p*.<sup>18</sup> As Moran observes, assertions without any assurance occur in persuasion, argument, demonstration, therapy, examination, and interrogation (2006: 279–80; cf. Hinchman on conversational indirection, 2005: 568–72).<sup>19</sup> I would add that

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the sentences we utter to teach young children language are usually assertions without assurance. It is compatible with these observations that assertion is an affirmation of a sort that normally expresses belief.<sup>20</sup> Various writers have insisted that assertion involves more than this—that it involves representing oneself as believing or as knowing.<sup>21</sup> Moran's examples of persuasion, argument, therapy, examination, and interrogation show that the 'knowing' variant is too strong, and examination seems to show that the 'believing' variant is also too strong. These claims very likely arise from confusing assertion with assurance. Nevertheless, they are compatible with both the assurance view and the assertion view I will eventually contrast it with, so we need not contest them here.

That assurance is more demanding than assertion is confirmed by the fact that the two are relationally different. Assuring entails asserting something *to* an *actual* addressee. If I say

something intending to assure Audrey, but she does not hear me, I do not assure her of anything—I do not make any assurance at all. But I do assert something. Asserting, then, does not require asserting to anyone. Indeed, it seems that it does not even require an *intended* audience. I can utter ‘I’m alone’ in the privacy of my house, and thereby assert that I’m alone. Even if the only possible point of such an utterance is to fix my belief that I am alone, it does not follow that I am addressing my assertion *to myself*. It seems unlikely that self-address is necessary or helpful for belief-fixation; verbal repetition does the job.<sup>22</sup>

### IS ASSURING ANALOGOUS TO PROMISING?

Having formulated the assurance view and remarked on the difference between assurance and assertion, we may now consider arguments for it.

Moran analogizes assuring in testimony to promising.<sup>23</sup> I take it that the analogy is supposed to lend significant support to the assurance view. The

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proposed analogy is this. Suppose I promise you that I will weed the garden. Then my promise not only gives me a practical reason to perform the action of weeding the garden, but gives you a practical reason to rely on my performing this action when you plan your own actions. In promising, I make a commitment to perform the action, and you receive an entitlement to rely on my performing the action.<sup>24</sup> Analogously, my assuring you that it rained in Portland gives you an epistemic reason to believe this proposition. In assuring, I make a commitment that the proposition is true, and you receive an entitlement to believe it, at least if you accept my assurance. This is just what the assurance view claims.

I don't deny that we can describe promising and typical cases of assuring in a parallel way, but the differences between these stand in the way of analogical support for the assurance view.<sup>25</sup>

First, a promise is made only if the promisee *accepts* the promise, hence only if there is an agreement to perform the promised action.<sup>26</sup> The promisee's reason to rely on the promised action is no more given by the promise than by the acceptance—it is given by the agreement. The reason does not arise merely because in virtue of its content the promise offers a benefit that gives the recipient a reason to accept the promise and fulfil its terms. If I say ‘I promise to weed the garden’ to Elmer and Alma, and Elmer accepts my promise but Alma shrugs, Elmer will, and Alma will not, be entitled to rely on my performance of the action. If Alma rebuked me for not weeding the garden, I could respond, ‘But you just shrugged when I offered. So I never gave you any reason to rely on my weeding the garden.’ By contrast, in the case of assuring in testifying, I can assure you whether or not you accept my assurance. All that is required on your part is that you hear and understand what I say and recognize that I am assuring you. More importantly, if my assurance or its acceptance is to give you an epistemic reason to believe what I say, then my assurance all by itself must do so, regardless of whether you accept it. For when

I assure you that it rained in Portland, I do so before you accept my assurance. In assuring, I guarantee that the proposition is true. I have already stuck my neck out, and once I have done this, it is too late for me to pull it back in and deprive you of a reason to believe, if you should

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decide not to accept my assurance. The guarantee all by itself gives you a reason to believe, if anything does. I will return to this point below.

This disanalogy between assuring and promising fits the offer-of-benefit agreement view, that testimonial reason-giving does not require an actual agreement but only a reason to accept the assurance because in virtue of its content it offers the addressee enough benefit. But of course that there is such a disanalogy reduces or undermines support for the *offer-of-benefit agreement* view from the comparison of assuring and promising. And obviously the disanalogy contradicts the *actual agreement* view.

There is a second disanalogy between assuring and promising, one that reduces or undermines support for Moran's *two-tiered assurance* view from the comparison of assuring and promising. My testimonial assurance, and your acceptance or reason to accept, are supposed to give you an epistemic reason to believe without giving you a *good* epistemic reason to believe. More is required for a good epistemic reason than assurance or its acceptance, as Moran allows. I must be sincere, responsible, knowledgeable, trustworthy, or reliable in assertion if a good epistemic reason is to be given at all.<sup>27</sup> Suppose I assure you about a subject, yet later it turns out that I was not responsible, or knowledgeable, etc. in asserting *p*. Then my assurance hasn't given you a good epistemic reason to believe *p*. Or so Moran allows in order to respond to the worry that assurance or its acceptance is not enough for a good reason. But my promise and your acceptance of it give you not only a (prima facie) practical reason to rely on the promised action, but a *good* practical reason to do so, whether or not I am responsible, and so forth, in promising. If later it turns out that I was not responsible, you still have good reason to rely on my promise; I am still bound by it, and you may hold me to it. The objection to the analogy, then, is that my promise and your acceptance by themselves give you more than my testimonial assurance and your acceptance do according to the two-tiered assurance view. If assuring were fully analogous to promising, the analogy would support a single-tiered view. Luckily for Moran's two-tiered view, the full analogy does not hold. Assurance or its acceptance depends on background conditions to give a good epistemic reason, and promising does not depend on such conditions to give a good practical reason. This disanalogy reduces or undermines support for Moran's two-tiered view from the comparison of assuring and promising.

This second disanalogy is related to a third. While testifying and promising both exhibit a variation from one instance to the next in the degree of assurance offered, the two differ in the way that the degree of assurance offered affects the quality of the reasons given. In the case of testifying, the greater the degree of assurance the better the epistemic reason

given, other things equal. But greater assurance in making a promise doesn't increase the quality of the

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practical reason donated by the promise. The most tepid promise commits the promisor as firmly as the most emphatic promise. No doubt greater emphasis increases the quality of the promisee's evidentially based epistemic reason to *expect* the promised action to occur, and that may in turn increase the quality of the promisee's practical reason to rely on the promised action. But this increase in the quality of the practical reason to expect the action derives not from the promise and its acceptance but from whatever implicit testimony or evidence that the promised action will occur that the promisor incidentally gives while promising. The quality of the practical reason to rely on the promised action depends entirely on whether there is an agreement, not on the degree of assurance.<sup>28</sup>

These three disanalogies reduce or undermine altogether any support for Moran's version of the assurance view from the comparison of assuring and promising.

#### DOES AN ACTUAL AGREEMENT GIVE AN EPISTEMIC REASON?

Let us set aside the question of an analogy with promising and ask directly whether anything in assurance or its acceptance might generate an epistemic reason to believe the testimonial proposition. We will need to treat separately the two variants of the agreement assurance view, since they identify different sources of an epistemic reason. I will focus in this section on the *actual* agreement variant:

An actual agreement gives the addressee an epistemic reason to believe *p* because the assurance and acceptance together generate commitments for both the testifier and the addressee, and these commitments give the addressee an epistemic reason to believe.<sup>29</sup>

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We are to consider, then, whether an *actual* agreement gives the addressee an *epistemic* reason to believe the testimonial proposition.<sup>30</sup> We may initially focus on just one proposal for what is involved in assurance—my inviting you to trust me that *p*—and then generalize what we find about this proposal. Does my inviting you to trust me together with your acceptance of my invitation give you an epistemic reason to believe *p*? We may grant that if you accept my invitation, then you have a (*prima facie*) reason to do what I invite you to do (in this case, trust me that *p*), just as one always has a reason to do what one is invited to do when one accepts an invitation. You have such a reason even if you lacked any reason to accept my invitation. By accepting my invitation to trust me, you commit yourself to trusting me and you have a reason to do so in virtue of this commitment. On the assumption that if something gives you a reason to trust me that *p* of the sort just mentioned, then it also gives you an epistemic reason to believe me that *p*, your acceptance of my invitation gives you an epistemic reason to believe me that *p*.

The trouble with this argument is that we cannot infer from the fact that your accepting my invitation to trust me gives you a reason to trust me, that it also gives you an

*epistemic* reason to believe me that *p*. The reason your accepting my invitation gives you is not itself an epistemic reason to believe *p*; and there is no basis for thinking that giving you a reason that is not itself epistemic could give you an epistemic reason. To show that the reason your accepting my invitation gives you is not itself an epistemic reason to believe *p*, one might observe that it does not bear on whether *p* is true, as required for an epistemic reason to believe *p*. Although I find this observation sufficient to make the point, an assurance theorist might reply by denying that an epistemic reason must bear on the truth, conceding only that an *evidential* epistemic reason must do so. Not knowing how to riposte a blank denial of the basic principle that an epistemic reason must bear on the truth, I support the point in a different way.

If the reason your accepting my invitation gives you is simply the sort you generally acquire from accepting an invitation, then it is defeasible by countervailing non-epistemic reasons. For example, it may be overridden by its being prudentially costly or risky for you to trust me—just as the reason you have to join me for dinner, given by accepting my invitation to dinner, may be overridden by its being costly or risky for you to join me. Suppose that after accepting my invitation to trust me, someone threatens to do you physical harm if you trust me. If the threat is credible and severe, the reason you have to trust me is defeated by prudential reasons you have not to trust me. But no epistemic

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reason to believe me is defeated by such countervailing prudential reasons. So the reason your accepting my invitation gives you to trust me is not an epistemic reason to believe me. And there is no reason to think that your being given a reason to trust me gives you an epistemic reason to believe me. This is enough to cast doubt on the argument for the actual agreement view (or the version of it that traces the epistemic reason to an accepted invitation to trust).<sup>31</sup> In the absence of a persuasive argument for the view, we have no cause to take the view seriously.

I do not deny that the practical reason to trust given by an accepted invitation is a reason to do something—to trust me that *p*—that *facilitates* having an epistemic reason to believe *p*. For testimony gives an epistemic reason to believe *p* only if one takes up testimony in the right way, and trusting is one of the right ways to take up testimony. But this is only an instrumental relation between accepted invitations to trust and being given an epistemic reason.

I have considered the version of the actual agreement view that traces the epistemic reason to an accepted invitation to trust. But what we have said against the argument for that version generalizes to parallel arguments for other versions, including those that trace the epistemic reason to a presentation of an epistemic reason and to an offer to assume epistemic responsibility for asserting *p*. The reason given by an agreement in testimony is always defeasible by countervailing practical reasons. This is a consequence of the general fact that the reason given to fulfil any agreement whatever is always defeasible by countervailing practical reasons. No such reason is an epistemic reason to believe. And giving such a reason never gives an epistemic reason to believe.<sup>32</sup>

## DOES AN OFFER OF BENEFIT GIVE AN EPISTEMIC REASON?

I have rebutted the argument for the actual agreement view by contesting whether an actual agreement accounts for giving an epistemic reason. I turn now from the actual agreement to the *offer-of-benefit* agreement variant of the agreement view:

Assurance gives the addressee an epistemic reason to believe  $p$  because in virtue of its content it offers the addressee a benefit great enough to give the addressee a reason to accept the assurance and fulfill its terms.

On this view, the character of the benefit must make the reason to believe epistemic.

I see more hope for this variant than for the actual agreement variant. The hope is that, even though no agreement gives a reason not defeasible by countervailing practical reasons, an offer of a benefit may nevertheless do so, and an offer of the right kind of benefit may make this an epistemic reason to believe. The offer of the benefit must by itself provide a reason to believe not defeasible by practical considerations and aptly called epistemic. Now, there is no plausibility to the suggestion that my invitation to trust is such an offer. Any reason given by an invitation to do something would seem to be defeasible by countervailing practical considerations. But there is another candidate for what I offer in assurance that stands a better chance of providing the desired sort of reason. I have in mind my offer of my taking or assuming epistemic responsibility for asserting  $p$ . This is an offer to satisfy norms of epistemically responsible behaviour in asserting  $p$ . This offer would seem to be closer to a guarantee that  $p$  than the other components of assurance mentioned by Moran.<sup>33</sup> My offer specifies a benefit to you, of my taking epistemic responsibility for asserting  $p$ . The prospect of receiving the benefit of my assuming epistemic responsibility for asserting  $p$  conditional on your accepting my offer is supposed to entice you to accept my offer. And the benefit offered gives you a reason to believe  $p$ , since doing so is part of accepting the offer.<sup>34</sup> Since the benefit offered is epistemic (namely, my assuming epistemic responsibility), the offer might plausibly be taken to give you an *epistemic* reason to believe  $p$ . It is not obvious that your reason to accept the

offer can be defeated by countervailing practical reasons, as the reason given by my invitation to trust (and your acceptance of that invitation) is. In any event, I set aside the objection from defeasibility that afflicts the invitation proposal and press a different objection to the present proposal.

I read Moran as making this proposal in the only passage in his article that suggests why he takes assurance to give an epistemic reason:

If it seems difficult to see how anything, even someone's words, could acquire some epistemic value through something like conferral, perhaps because this suggests something too arbitrary or ceremonial to constitute a genuine reason for belief, it should

be remembered that for both parties this conferral is by its nature an overt assumption of specific responsibility on the part of the speaker. This is no more (or less) mysterious than how an explicit agreement or contract alters one's responsibilities, actions which are also within the capacities of ordinary speakers. (Moran 2006: 288–9)

On the most charitable reading of this passage, Moran proposes that my offer of taking epistemic responsibility for asserting  $p$  gives you an epistemic reason to believe  $p$  because it gives you a reason to accept the offer.<sup>35</sup> The reason it gives you to accept the offer is that doing so will bring the benefit of my taking such responsibility. And having such a reason gives you an epistemic reason to believe because the benefit offered is epistemic.<sup>36</sup>

Is this proposal correct? The final sentence of the passage most recently quoted from Moran suggests that all the assurance view need do to support an affirmative answer is to explain how your acceptance of my offer would alter my epistemic responsibilities. But to support the claim that the offer gives an epistemic reason, it is not enough to explain how my epistemic responsibilities would differ; it must be shown that the offer of such a difference gives you an epistemic reason to believe  $p$ . It must be shown that the offer of the benefit to you of my taking epistemic responsibility for asserting  $p$  gives a reason that, when good, contributes to your epistemic justification for believing  $p$ .<sup>37</sup>

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The objection to the proposal I want to press is that the offer it attributes to me makes no sense.<sup>38</sup> Clearly it is logically impossible for me to offer you that the assertion I now make—one completed at the moment I complete this very offer—is epistemically responsible. For by the time I complete the assertion and the offer, it is too late for the epistemic responsibility of the assertion to depend on whether you accept the offer, as it must if my offer is to make sense. Rather, my offer must be that I will take epistemic responsibility in the future for my present assertion that  $p$ , where this means taking the consequences should it later be discovered that my assertion was not epistemically responsible at the time I made it. (Presumably, taking the consequences amounts to admitting that my assertion was not epistemically responsible and making reparations for any damage from your trusting that  $p$  under those conditions.) Now, it is logically possible for me to make this offer. However, you can have no reason to accept it if your aim is merely to acquire an epistemic reason to believe  $p$ . This offer gives you no more epistemic reason to believe  $p$  than would my offer to flip a coin and in exchange for your trusting that  $p$  if it lands Heads and not- $p$  if it lands Tails, take the consequences should it later be discovered that the proposition in which you trust is false.

Granted, if you had epistemic reason to believe that I would not offer to take the consequences should it later be discovered that my assertion was not epistemically responsible *unless* my assertion *were* epistemically responsible, this would give you an evidential reason to believe that my assertion was epistemically responsible, and this in turn might very well give you an evidential reason to believe  $p$ . But Moran proposes that my offer gives you a *non-evidential* epistemic reason to believe  $p$ . And my merely

offering to take the consequences does not by itself give you any such reason. Nor is it plausible that such an offer provides an epistemic reason to believe *p*, though if it were later discovered that my assertion was not epistemically responsible, it would be a *bad* epistemic reason. For whether the reason given at the time of testimony is good or bad should not depend on whether it is later discovered that my assertion was not epistemically responsible. The key point, however, is that my offer is missing something crucial for giving a reason. One might say that what is missing is a guarantee that my assertion was epistemically responsible at the time. But that simply names the problem Moran is trying to solve by specifying that the relevant offer is to take the future consequences of my

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present assertion—an unsuccessful proposal, as I have argued. The offer Moran cites is not one that could give you an epistemic reason to believe *p*.<sup>39</sup>

In short, on no version of what is involved in assurance and its acceptance do either of these give you an epistemic reason to believe *p*, at most a practical reason to accept an invitation to trust or to accept an offer to take epistemic responsibility in asserting *p*. Neither the actual acceptance nor the offer-of-benefit assurance view is correct. Assurance and its acceptance provide no epistemic reason to believe that is not present in other cases of assertion.

It is fair for the assurance theorist to respond at this point by asking what benefit a practice of assurance can be thought to confer on our communicative-cognitive economy, if not the benefit of donating epistemic reasons? I would suggest that it confers benefits of two sorts.

First, as I have explained, an invitation to trust can bind the addressee who accepts it in the usual way that acceptances of invitations bind the invitee. The social desirability of accepting an invitation to trust may motivate the recipient to accept the invitation, and the binding then motivates the addressee to follow through and trust. This is beneficial to the extent that testifiers give assurances only of true beliefs. The fact that addressees tend to believe assurances motivates testifiers to be cautious in their assurances. To the extent that people desire to be able to give assurances, this desire motivates them to acquire true beliefs, and toward that end justified beliefs, in propositions for which they then provide assurances. Similarly, an offer to take future responsibility for what is assured can motivate addressees to accept the offer as insurance and thus to trust, and this in turn motivates testifiers to be cautious in their assurances and acquire true and justified beliefs.

Second, assurance itself (weakly) indicates the truth of the assured proposition. That someone is willing to offer an assumption of responsibility in exchange for trust indicates his or her confidence in the truth of the proposition, and confidence in the truth of a proposition indicates that it is true. In virtue of this, our recognition of assurance gives us

an epistemic reason to believe (whether an evidential reason or some other kind). These benefits of assurance do not depend on the truth of the assurance view.

#### IS ASSURANCE NECESSARY FOR GIVING A TESTIMONIAL REASON?

It is natural to include in the assurance view the position that assurance is necessary and not just sufficient (as we have taken the view) for giving a

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non-evidential epistemic reason. And it is equally natural to object to this position on the ground that testimony gives an overhearer of the testimony the same epistemic reason to believe  $p$  as it gives the addressee. Suppose a testifier assures an addressee and as a consequence, whether foreseen or not, leads an overhearing bystander to believe  $p$ . The objection is that the testimony gives the overhearer the same epistemic reason to believe  $p$  as it gives the addressee. Yet the testifier does not assure the overhearer that  $p$ , present any reason to believe  $p$  to the overhearer, invite the overhearer to trust him, nor offer to take epistemic responsibility for the assertion, and the overhearer therefore cannot, and has no reason to, accept any invitation or offer. So testimony can give a hearer an epistemic reason to believe  $p$  even though the testifier does not assure the hearer, does not lend the hearer an opportunity to accept any assurance, and the hearer does not accept any assurance. I will press this objection to the assurance view.

Lackey sets out an overhearer case:<sup>40</sup>

Ben and Kate, thinking that they are alone in their office building, are having a discussion about the private lives of their co-workers. During the course of their conversation, Ben tells Kate that their boss is having an affair with the latest intern who has been hired by the company, Irene. Unbeknownst to them, however, Earl has been eavesdropping on their conversation and so he, like Kate, comes to believe solely on the basis of Ben's testimony—which is in fact both true and epistemically impeccable—that his boss is having an affair with Irene. Moreover, Kate and Earl not only have the same relevant background information about both Ben's reliability as a testifier and the proffered testimony, they also are properly functioning recipients of testimony who possess no relevant undefeated defeaters. (Lackey 2008: 241)

On the assurance view of testimony, Ben's assurance or Kate's acceptance of it gives Kate an epistemic reason to believe that the boss and Irene are having an affair, but it does not give Earl an epistemic reason to believe this. For Earl is given and accepts no assurance. Earl may have an evidential reason to believe the proposition, based on his belief that Ben assures Kate and that Ben is a trustworthy and reliable source of information of this sort when he makes assurances in circumstances of this kind. But Earl has no reason from assurance. Thus, Kate is given and has an epistemic reason to believe that Earl is not given and does not have. But this implication of the assurance view is counter-intuitive. Intuitively, Earl is given and has the same epistemic reason to believe that Kate does, even though Kate is assured and Earl is not.<sup>41</sup>

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There are several ways the proponent of the assurance view of testimony might reply to this objection. One is to stonewall and insist that Kate has an epistemic reason that Earl lacks. According to Ross, for Kate not to believe Ben would be for her to ‘challenge’ Ben’s authority, but this would not be so for Earl.<sup>42</sup> Moreover, Kate would be entitled to resent Ben if it turned out he was not trustworthy on the matter, but Earl would not be so entitled. According to Hinchman, Ben would be entitled to feel slighted if Kate did not believe him, but not if Earl did not believe him. Ross and Hinchman take these points as evidence of a difference in the non-evidential reasons Kate and Earl are given. If Earl were given the same reasons by Ben’s testimony as Kate is, then his not believing Ben would challenge Ben’s authority, he would be entitled to resent Ben if it turned out that Ben was not trustworthy, and Ben would be entitled to feel slighted if Earl did not believe him. The power of challenge and the entitlements to resentment and feeling slighted are powers and entitlements that typically arise from agreements. So it is natural to propose that Kate’s agreement with Ben gives rise to these powers and entitlements and that Kate has a reason in virtue of that agreement that Earl does not have.

Lackey questions whether the cases of Kate and Earl really differ in these ways. If Earl were not to believe Ben, then, according to Lackey, he too would challenge Ben’s authority in the sense that his action would reveal his belief that Ben is untrustworthy. And Earl would also be entitled to resent Ben if it turned out Ben was not trustworthy. And if Earl were not to believe Ben, then Ben would be entitled to feel slighted.

Ross and Hinchman may respond persuasively to this criticism by allowing that all this is true, but maintaining that there is still a crucial difference between Kate and Earl: Kate could *specialy* challenge Ben’s authority and would have a special reason to resent Ben, but Earl could not, and Ben would be *specialy* entitled to feel slighted by Kate, but not by Earl. Earl’s challenge and reason to resent Ben, and Ben’s entitlement to resent Earl, fall under norms of assertion rather than norms generated by assurance and acceptance. If Earl were not to believe Ben, Earl would challenge Ben’s authority in the sense that not believing Ben manifests that Earl does not take the relevant norm of assertion (‘One should believe what people assert when one takes them to be authoritative’) to apply to this instance of assertion. Earl’s not believing Ben would manifest that Earl does not believe Ben to be authoritative. And Earl would have reason to resent Ben if it turned out that Ben is untrustworthy because then Ben would violate a different norm of assertion (‘One should not assert something about which one is not trustworthy’). Earl would have the sort of reason one has to resent the behaviour of those who violate norms that do not arise from agreements. Finally, if Ben were to discover that Earl does believe him, then Ben would be entitled to

feel slighted because by not believing him Earl manifests that he does not believe Ben to be authoritative.

But, Ross and Hinchman may legitimately insist, these reasons and entitlements deriving from norms of assertion are quite different from the reasons and entitlements that arise

from Ben's assurance and Kate's acceptance. In assuring Kate, Ben makes an offer for Kate to rely on his word by trust alone and an offer to fulfil the obligation imposed by making this offer only if he is trustworthy. If Kate were not to believe Ben because she does not accept Ben's assurance, then she would challenge Ben's authority, not only in the sense in which Earl would challenge it were he not to believe, but in an additional sense: not to believe Ben would indicate not accepting Ben's assurance, and this would manifest that Kate does not believe Ben to be authoritative, since it manifests that she does not take the relevant norm of assurance ('One should believe what people assure when one takes them to be authoritative') to apply to this instance of assertion. And if Kate were not to believe Ben after accepting his assurance, then she would challenge Ben's authority in the different sense that she manifests that she regards the agreement they have made to be illegitimate, presumably because she does not take Ben to be trustworthy. And if it turned out that Ben is not trustworthy, Kate would be entitled to resent Ben, not merely for violating the norm of assertion to which we referred above, but for reneging on his accepted offer. And finally, if Kate were not to believe Ben, then Ben would be entitled to feel slighted because Kate reveals her belief that Ben is not trustworthy, either by not believing him once she has accepted his offer, or by refusing to accept his offer. These appear to be genuine differences between Kate and Earl. Moreover, these differences arise from the fact that Kate accepts Ben's assurance, while Ben does not give his assurance to Earl, and Earl accepts no assurance.

But this response to Lackey shows only that there are differences of these sorts between Kate and Earl, and that the differences stem from differences in assurance and acceptance. There remains an objection to the assurance view, also made by Lackey, that these differences are not *epistemically* relevant; they do not show that Ben's testimony gives a non-evidential epistemic reason to Kate but not to Earl. I have already supported the same conclusion in the preceding sections. Kate has a practical reason to trust that Earl lacks. But this difference between them does not entail that Kate has an epistemic reason to believe that Earl lacks.

Moran defends the assurance view from the objection from overhearers in a different way:

while the overhearer may get a reason to believe without having the right to complaint that is conferred on the addressee, the fact that the overhearer of the assertion acquires any reason to believe from listening to these words is dependent on them being addressed to someone, with the force of assuming responsibility and thereby conferring a right of complaint . . . Without that [dependence], the question of what speech act, if any, is

being performed with these words would not be settled, and hence the overhearer could not get started on assessing their epistemic significance. (Imagine overhearing someone say 'The rain in Spain falls mainly on the plain'. Until you know what speech act, if any is being performed here, you don't know if considerations of reliability or trustworthiness are even relevant to the status of the words as source of knowledge about the weather in

Spain.) So, while in both cases (promising and telling), the overhearer can gain a reason to believe something without entering into the normative relation of promisor-promisee or teller-believer, in the overhearing of testimony he only gains a reason to believe something because such a relationship *has* been established by the original speaker and addressee.

(Moran 2006: 296)

Here Moran maintains that the overhearer gains a non-evidential epistemic reason to believe *p* in virtue of knowing that the testifier assures and the addressee accepts this assurance—in virtue of the normative, or personal, relation between the testifier and the addressee—despite not receiving or accepting that assurance. Moran's analogy to the utterance about Spain suggests that his argument for his position is that the overhearer wouldn't gain an epistemic reason to believe if he or she didn't know that the testifier assures and the addressee accepts this assurance.

A preliminary point about Moran's argument is that (in a typical case) to gain an epistemic reason, the overhearer need know at most that the testifier assures, not that the addressee accepts the assurance. This is indeed what Moran should say, given that (as I argued earlier) he should hold the offer-of-benefit agreement view, not the actual agreement view. On the offer-of-benefit view, all that is needed for the addressee to be given an epistemic reason to believe is the testifier's assurance. So all that is needed for the overhearer to have an epistemic reason to believe is knowing that the testifier assures. The overhearer need not know of a personal relationship between the testifier and the addressee. Indeed, there need be no such relationship. So far, there is no objection to the argument. The objection comes when we see that the premise of dependency does not at all entail the conclusion of a *non-evidential* epistemic reason. The overhearer's having an evidential epistemic reason would also depend on knowing that the testifier assures. So Moran cannot infer from a dependency to a non-evidential epistemic reason.

Moran would have to reply that the overhearer must have a non-evidential epistemic reason because the epistemic reason the overhearer has depends on knowing that there is assurance and not merely assertion. But, Moran must insist, if the overhearer merely has an evidential epistemic reason, having this reason could just as well depend on knowing that there is assertion as on knowing that there is assurance. The fact that it does depend on knowing that there is assurance can be explained only by supposing that the epistemic reason gained is non-evidential.

The claim is that a dependency on knowing that there is assurance can be explained by supposing the reason is non-evidential, while a dependency on knowing that there is assertion cannot be so explained. But can a dependency on knowing that there is assurance be explained by supposing the reason is non-evidential? Suppose that (contrary to my earlier argument) the assurance theorist is right in claiming that we can explain how assurance gives the addressee a non-evidential epistemic reason. The explanation is

that assurance involves an offer to take epistemic responsibility that entitles the addressee to rely on its being the case that  $p$ . But this explanation does not transfer to the overhearer. The offer is not made to the overhearer, so confers no title in the overhearer to rely on the testifier's taking epistemic responsibility for asserting  $p$ . So we have no explanation of how assurance provides the overhearer with an epistemic reason, no explanation that entails that the reason is non-evidential. Hence, we have no ground to claim that a dependency on knowing that there is assurance can be explained by supposing that the reason is non-evidential. Similarly, we have no ground to claim that a dependency on knowing that there is assertion cannot be so explained. For as far as we can now tell, when we finally obtain an explanation of how assurance provides the overhearer with an epistemic reason, we may convert it to a parallel explanation of how assertion provides the overhearer with an epistemic reason, and that explanation does not suppose that the reason is non-evidential.

Perhaps the more important objection to the envisioned reply is that the overhearer's having an epistemic reason does not depend on knowing that there is assurance as opposed to mere assertion. It seems that an overhearer of persuasion, examination, interrogation, and the like can acquire a reason to believe that does not differ significantly from one acquired from assurance. Suppose you overhear someone answer another's question, and you assume, plausibly enough, that the answerer assures the questioner. You may well have an epistemic reason to believe the answer. Suppose you later find out that the person was not assuring that  $p$  but rather answering an exam question. This news would not by itself lead you to concede, 'Well, then, I must not have come to have an epistemic reason from what they said'. Indeed, it does not seem crucial for receiving an epistemic reason to believe that you even have considered whether the case was one of assurance or mere assertion in an examination. Of course, if you discovered that the examinee was a beginning student of the subject and the question overheard was the most difficult question on the test, you would reduce your confidence in their answer and judge that your reason isn't as strong as you thought, though I don't think you would necessarily have to retract your judgement that you acquired an epistemic reason. A proponent of the assurance view might protest that what you receive in such cases is merely an evidential reason to believe. But where is the argument that this is any more true in these cases than in that of the overhearer of assurance?

#### CAN THE ASSURANCE VIEW ACCOUNT FOR ALL NON-EVIDENTIAL, NON-REDUCTIVE TESTIMONIAL REASONS?

A final reservation about the assurance view is that it is incomplete given one of its motivations: it cannot account for all non-reductive epistemic testimonial reasons if the regress objection to reductive views of testimonial justification is successful. According to the regress objection, reductive views are mistaken because we do not have enough experience, or enough non-testimonially justified beliefs, on which to base all of our testimonially justified beliefs. Some testimonially justified beliefs are therefore not based

on these non-testimonial sources of justification. The assurance view cannot explain the justification of all of these non-reductively testimonially justified beliefs. For the acceptance of assurance requires the recognition of assurance—or of what is involved in it, the testifier's presentation of a reason, invitation to trust, or offer to assume epistemic responsibility. So on the actual acceptance view, giving an epistemic reason to believe requires actual recognition of assurance or the involved actions. And on the offer-of-benefit view, it requires that the addressee is assumed by the testifier to be able to recognize assurance. But according to the regress objection, we do not have enough non-testimonially justified beliefs about intentions to afford a basis for our recognition of testimonial intentions in all instances of testimonially justified belief. Thus, if the regress objection establishes that there is some non-reductive testimonial justification, it also establishes that we do not recognize assurance in all instances in which we have testimonially justified beliefs. So it establishes that the assurance view gives an account of only some instances of testimonially justified belief. The assurance view does not apply to all *primitive instances* of testimonially justified beliefs (where primitive instances are those in which the hearer does not already have enough non-testimonially justified beliefs to recognize assurance). Thus, an assurance view motivated in part by the regress argument must be supplemented with another view of testimonial justification to cover all primitive instances.

The proponent of the assurance view might respond that there must be something wrong with this objection to the assurance view. For on any tenable view of testimonial justification, such justification must involve the testifier's assertion that *p* and the hearer's recognition that the testifier asserts *p*. Yet there is just as much reason to doubt that there is a non-testimonial basis for our recognition of assertion as for our recognition of assurance: each requires recognition of speaker intentions and applicable norms; you recognize that the testifier asserts *p* only if you recognize that the testifier has certain communicative intentions and is governed by norms of assertion. But then the premises of the

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consideration against the assurance view lead to scepticism about testimonial justification.

In reply, I find it plausible that on any tenable view testimonial justification must involve the testifier's assertion that *p*, but I doubt that it must also involve the hearer's recognition that the testifier asserts *p*. It is enough for the recipient to believe *p* because the testifier asserts *p*, in a manner analogous to that in which remembering *p* requires only believing *p* because one has believed *p*. Just as one can remember *p* without recognizing that one once believed *p*, so one can believe on testimony without recognizing that the testifier asserted *p*. This is borne out by the fact that much of what we believe we absorb 'from the air', without noticing that anyone has asserted the relevant propositions. We can only surmise that we hold these beliefs because others asserted these propositions. But we are

testimonially justified in these beliefs, regardless of whether we recognize that anyone asserted them.

I don't think the assurance theorist can respond to this by proposing that on the assurance view the hearer need only believe  $p$  because the testifier assures  $p$ , in a manner analogous to remembering  $p$ , or knowing  $p$  now because one knew  $p$ . The story the assurance view tells about how the testifier's presentation (or the like) gives the hearer a reason is implausible unless it is assumed that the recipient recognizes that there is a presentation. No reason to believe on the model of the assurance view is given if I utter ' $p$ , I assure you', but you are not in a position to accept my assurance because, for want of non-testimonial justification, you are not in a position to recognize that I am making a presentation. I conclude that in this regard the assurance view labours under theoretical limitations that do not encumber other tenable non-reductive views of testimonial justification. These views can aim at full generality where the assurance view cannot.

#### IF NOT ASSURANCE, THEN WHAT?

Our discussion suggests the following condition on testimonial reason-giving: testimony that  $p$  gives the hearer an epistemic reason to believe  $p$  only if the hearer believes  $p$  because the testifier asserts  $p$ . Call this the *assertion view* of testimony.<sup>43</sup>

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On this view, testimony gives such a reason only in cases of assertion. These include not only cases of assurance, but of persuasion, examination, linguistic training, and so on.<sup>44</sup> A reason is given only when the testimony is taken up in a certain way. A major burden for the assertion view is just what sort of uptake is required for giving a reason. It would seem not to be enough for the recipient merely to hear the testimony. But it is too strong to require that the hearer recognizes that the testifier asserts  $p$ , as 'in the air' cases and primitive instances of testimonial justification show. There are several possible sources of inspiration in looking for the right requirement. One is an analogy with what is required for memorial reason-giving. Memory gives me an epistemic reason to believe only if I believe because I believed, but the former belief must arise from the latter in a proper way. Another possible source of inspiration is that a substantive condition on justification like reliability may limit the sorts of uptake that can give rise to testimonially justified belief and in this way render unnecessary any further constraint to rule out exceptionable cases. But I will not pursue here the difficult question of what sort of uptake is required.<sup>45</sup>

The assertion theorist can allow that, where there is assurance, the degree of assurance is a factor in the quality of the reason given—that, other things equal, believing  $p$  from assurance gives the recipient a better epistemic reason to believe  $p$  the greater the testifier's assurance. The quality of the epistemic reason would be a function of all of the good-making properties. Obviously, it is a major project to define this function. But the assurance theorist who, like Moran, wishes to concede that properties other than assurance or acceptance are good-making is burdened with the same project.

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It is natural to think that a reason must have representational content of some kind and that the content of a testimonially given reason must be one the hearer is in a position to recognize (i.e. recognize as being the content of the given reason). The assurance view has a ready answer to what the content is—namely, ‘the testifier assures that  $p$ ’. It also requires that the addressee is in a position to recognize that the testifier assures that  $p$ . This requirement takes us close, though not all the way, to the requirement that the addressee is in a position to recognize the content as being the content of the reason given. One might take this approximation to the latter requirement to be an advantage of the assurance view over the assertion view. But in fact any view that endeavours, as the assertion view does, to cover primitive instances of testimony will have to swallow the idea that there are instances of testimonial reason-giving in which the hearer is not in a position to recognize what content the given reason has or that it has the content of the given reason. One candidate for the content of a testimonial reason is ‘the testifier asserts  $p$ ’. Another, less plausible candidate is the content of some reason the testifier possesses that favours  $p$ . But hearers are not in a position to recognize these in all instances of testimonial reason-giving. The assertion view may well have to deny either that a reason must have representational content or that the content of the reason must be one the hearer is in a position to recognize. This is a cost of any account of testimonial reason-giving that covers the primitive instances.<sup>46</sup>

There is a lingering question: if assurance isn't required to give the hearer an epistemic reason to believe, why should even assertion be required? Lackey (2008) argues persuasively that insincere assertion (in which the testifier does not believe  $p$ ) is enough to give testimonial knowledge. But if insincere assertion is enough to give a reason, why shouldn't any saying that  $p$ , whether an assertion or not, also be enough? A natural answer is that what counts as a vehicle for giving an epistemic reason is the sort of thing that generally gives a good reason, and what generally gives a good reason is assertion. Requiring the vehicle to be a sincere assertion is too strong because it happens often that testifiers possess good reasons to believe what they (for social or practical reasons) assert, even though for epistemically irrelevant reasons they do not believe those assertions. Allowing the vehicle to be less than an assertion is too weak because it happens very often that testifiers lack good reasons to believe what they merely say. Whether a saying is an assertion is a fairly accessible indicator of the presence of good reasons.

None of this is to deny that assurance and its acceptance play a role in the testimonial creation of reasons beyond what assertion plays. They generate practical reasons to trust given the aim of trusting what is truly and responsibly

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asserted. The generation and transmission of these reasons motivate both the testifier and the hearer to a higher level of responsibility in assertion, testimonial uptake, and follow-up than they would otherwise exhibit. In these ways, assurance and its acceptance contribute to the acquisition of beliefs for which testifiers have a good epistemic reason.<sup>47</sup>

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## 12 The Epistemology of Silence

Sanford C. Goldberg

1.

Consider the following two sorts of case.

CASE 1. In the course of a conversation, the issue comes up whether Jones regularly wore a bright red suit. You think about it come to the belief that, no, he did not. You reason that if he had regularly worn such a suit you would have seen him in it, and you can recall nothing of the sort.

CASE 2. In the course of a conversation, the issue comes up whether weapons of mass destruction were ever found in Iraq after the second Gulf War. You think about it and come to the belief that no such weapons have been found to date. You reason that if they had been found you would have heard about it by now, and you have heard nothing of the sort.

In this chapter I aim to compare and contrast these two sorts of belief based on the ‘silence’ of a trusted source.

Let us begin with the most salient features of the comparison. In both cases two salient points emerge immediately. First, the subject does not have any relevant confirming memory (of having seen Jones wearing such a suit; of having been informed that WMDs were found in Iraq). And second, the subject assumes that if the relevant proposition (that Jones regularly wore the suit; that WMDs were found in Iraq) were true, she would have obtained the relevant information (through perception or testimony) and would have retained that information in memory.

There are other, perhaps less salient similarities between the cases. For one, in both cases the proposition believed is a negation: Jones *didn't* regularly wear such a suit, WMDs have *not* been found to date. For another, in both cases the corresponding affirmative proposition is one regarding whose truth you might well have assigned (or have been disposed to assign) some low probability *prior to* reflecting on whether you had seen or heard about such a thing. For example, if Jones is not known for sartorial flamboyance, the hypothesis that he regularly wore a bright red suit would get a low prior probability (even before you reflected

on whether you had ever seen him in one, etc.). Or if you are deeply suspicious about Bush's motives in starting the second Iraq war, you might well have doubted the existence of WMDs in Iraq, even before reflecting on whether you had ever come across a report of such. In this light, the fact of ‘silence’ in the sources that are relied upon