

# Trust and commitment in collective testimony<sup>1</sup>

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## Abstract

In this paper I critically discuss Miranda Fricker’s ‘trust-based’ view of collective testimony—that is, testimony that comes from a group speaker. At the heart of Fricker’s account is the idea that testimony involves an ‘interpersonal deal of trust’, to which the speaker contributes a commitment to ‘second-personal epistemic trustworthiness’. Appropriating Margaret Gilbert’s concept of *joint commitment*, Fricker suggests that groups too can make such commitments, and hence that they, like individuals, can ‘enter into the second-personal relations of trust that characterise testimony’ (Fricker 2012: 272). I argue that this choice to appropriate Gilbert’s concept of joint commitment betrays a deep problem in Fricker’s account—a misconstrual of both the object and the subject(s) of the commitment a speaker makes in testifying. After developing this criticism, I outline an alternative way of construing the speaker’s commitment, which can be applied to both collective and individual testimony.

## Introduction

In recent years a number of philosophers have advanced the idea that trust is central to testimony—that coming to believe something on someone’s say-so is a matter of trusting the speaker for the truth.<sup>2</sup> There are various different ways of spelling this out, but one leading proposal is that the speaker, in testifying, extends a kind of *offer* or *invitation* to her audience to trust her, which the audience, if she believes the speaker, takes up. Seen like this, testimony aims at establishing trusting relations between speaker and hearer, relations that give rise to a distinctively ‘I-thou’ or ‘second-personal’ form of normativity. The act of telling someone something is then one side of a transaction, which, if completed, effects a normative shift in the way speaker and hearer stand *towards* one another. If the invitation to trust is accepted, the speaker then becomes answerable to

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<sup>1</sup> Thanks to audiences in Lund and Vienna for helpful discussion, as well as an anonymous reviewer and, especially, Preston Stovall for generous written comments.

<sup>2</sup> See, esp. Holton (1994), Hinchman (2005), Hieronymi (2008b), Faulkner (2011), McMyler (2011)

her audience for the truth of what she says, and perhaps also a suitable target of reactive attitudes and blame if what she tells him turns out to be false. Correlatively, the audience, in accepting the speaker's invitation to trust, acquires a right to challenge the speaker, and to defer challenges to his testimonially-acquired beliefs back to her.

Miranda Fricker (2012) has developed a view of testimony along these lines and has attempted to extend it to *collective testimony*—that is, to cases in which testimony is offered by, or in the name of, a group.<sup>3</sup> At the heart of Fricker's account is the idea that testimony has its home in what she calls an 'interpersonal deal of trust' (Fricker 2012: 258), to which the speaker, in telling her audience that *p*, contributes a commitment to 'second-personal trustworthiness concerning whether *p*' (Fricker 2012: 271). Appropriating Margaret Gilbert's concept of *joint commitment*, Fricker then suggests that groups too can make such commitments, and hence that they, like individuals, can 'enter into the second-personal relations of trust that characterise testimony' (Fricker 2012: 272).

In this paper I critically discuss Fricker's approach to the nature of collective testimony. In short, I think that Fricker is right to focus on the 'second-personal' or 'I-thou' features of testimony, and to attempt to ground those features in some sort of commitment on the part of the speaker. But she goes wrong, in my view, in how she construes the speaker's commitment—as a commitment to proving worthy of the audience's 'second personal epistemic trust', rather than as a commitment to the truth of what she says, made to a second person.<sup>4</sup> I begin by detailing Fricker's 'trust-based' view of the speech act of testimony (§1.1), and explaining how she extends this view, with the help of some familiar Gilbertian machinery, to cases of collective testimony (§1.2). I then argue that this choice to appropriate Gilbert's concept of joint commitment betrays a problem in Fricker's account—a misconstrual of both the object (§2.1) and the subject(s) (§2.2) of the commitment a speaker makes in testifying. I end off by outlining an

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<sup>3</sup> Note that Fricker's paper is about *both* the nature of the speech act of testimony and the epistemology of testimonially-acquired beliefs. In this paper I set the epistemological issues aside and focus only on her view of the speech act.

<sup>4</sup> I do not mean to overstate the contrast between Fricker's account and the account I try to develop in its stead. In particular, I do not mean to suggest that an interpersonal commitment to the truth of *p* stands in some kind of *opposition* to a commitment to interpersonal epistemic trustworthiness. On the contrary, if you are committed to proving worthy of your interlocutor's epistemic trust then you will naturally also be committed to the truth of what you tell her. So I am not proposing a wholesale rejection of Fricker's account, only a change in emphasis. More specifically, much of my critical argument should be seen as taking issue with Fricker's construal of the speaker's commitment as *first and foremost* a commitment to trustworthiness, and only *derivatively* a commitment to the truth of what is said. Thanks to Preston Stovall for prompting me to clarify this.

alternative way of construing the speaker's commitment, which I think does a better job, and which can be applied to both collective and individual testimony (§3).

## §1. Fricker's account of collective testimony

### 1.1 The deal of second personal epistemic trust

Fricker sees her account as a version of the so-called 'assurance view' of testimony.<sup>5</sup> Like other proponents of this approach, she ties the distinctiveness of testimony as a source of knowledge to certain features of the relationship between the testifier and audience. A central idea here is that the act of testimony somehow renders the speaker responsible to the audience, and hence that the audience acquires a correlative right against the speaker. Richard Moran, for instance, puts this in terms of the speaker 'making himself accountable, conferring a right of complaint on his audience should his claim be false' (Moran 2005: 21). And in a somewhat similar vein, Benjamin McMyler (2011) claims that testimony accords the audience certain rights and entitlements relating to the *justification* of her testimonially-acquired beliefs:

'In acquiring knowledge and justified belief on the basis of testimony, an audience is entitled to defer epistemic challenges to her testimonial beliefs back to the original testifier' (McMyler 2011: 7).

It is important to note that these features—the responsibility of the speaker, and the correlative rights and entitlements of the audience—are interpersonally *directed* normative statuses. The speaker *owes* the truth of what she says *to* her audience, and the audience holds a right of complaint or entitlement to defer challenges *against* the speaker. And this is thought, by some proponents of this general view, to make both speaker and audience susceptible to certain 'reactive' attitudes, especially when things do not go well in the testimonial exchange. If, for instance, the speaker speaks falsely, this may license a 'sense of personal betrayal' (Fricker 2012: 259) on the part of the audience, and, similarly, if the speaker's testimony is refused by the audience, this may amount to a certain kind of 'insult' (Anscombe 1979) or 'slight' (Hinchman 2005). It is these 'second personal' or 'I-thou' features of testimony—the directed rights and obligations of speaker and hearer, and the attendant reactive attitudes—that proponents of the assurance view are typically concerned to highlight and explain.

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<sup>5</sup> Other assurance theorists include Ross (1986), Moran (2005), Hinchman (2005), and McMyler (2011).

For her part, Fricker attempts to account for these features of testimony by developing what she calls a ‘trust based conception of the speech act of testimony’ (Fricker 2012: 259). The conception is ‘trust based’ because she thinks that it is in the nature of the speech act of testimony that it aims at establishing relations of epistemic trust between speaker and audience, so that, all going well, the audience will end up trusting the speaker for the truth of what she says. When that happens we have what Fricker calls a *deal of second personal epistemic trust*.

I will explain just what Fricker thinks is involved in such a deal of trust momentarily. But I first want to draw attention to the fact that trust is implicated in Fricker’s account of testimony in two subtly different ways, one ‘illocutionary’ and the other ‘perlocutionary’. Roughly put, the illocutionary-perlocutionary distinction marks a difference between what may be done *in* uttering something and what may be done *by* that utterance (Austin 1962: 107-8). So if I perform a locution with the illocutionary force of, for example, an invitation, and you (my audience) see that this is what I am doing with my words, then something already gets done, you get invited, just in virtue of my performance, and your recognition of it as being a performance of that kind. Of course, if I do invite you then there will typically be some further consequences—that is, something beyond your recognition of what illocutionary thing I am up to with my utterance—that my words strive towards. I may have invited you with the intention that you would accept my invitation, and come to my dinner party. That is the perlocutionary dimension of the utterance. So whereas it is up to the speaker herself what illocutionary status her speech has, if any, it is not up to her what perlocutionary effects it accomplishes. This is why it is the hallmark of illocutionary speech acts that the speaker can intelligibly lay claim to a certain authority in the performance of them, by prefacing what she says with ‘I hereby’, as in ‘I hereby invite you’, or ‘I hereby warn you’, and so on.

With this distinction in mind, consider this claim Fricker makes about the speech act of testimony and its relation to trust:

‘the speech act [of testimony] centrally involves the speaker making a commitment of trustworthiness to the addressee (worthiness, that is, of his second-personal trust) with respect to p’ (Fricker 2012: 270)

I think this must be read as a claim about the illocutionary significance of the speech act of testimony. In other words, a commitment of trustworthiness being made is what is done simply *in* a speaker performing the speech act of testimony, by telling her audience that p. This seems to fit the picture of illocution alluded to above, because as speakers we have the authority to commit ourselves in various ways through our speech.<sup>6</sup> For example, someone might say ‘I hereby commit to reducing my carbon footprint’ and *therein* become actually so committed.

But this claim about the illocutionary significance of testimony—that it involves a speaker’s commitment to second personal epistemic trustworthiness—does not provide the whole sense in which the testimony is ‘trust based’, according to Fricker. This is because the speaker’s commitment to trustworthiness aims at establishing something further, namely, putting in place the ‘deal of trust’ between speaker and audience:

‘In offering her word in response to [her audience’s] epistemic need, the [testifier] supplies her side to an interpersonal deal of trust’ (Fricker 2012: 258)

Here I think we must understand Fricker as referring to the *perlocutionary* dimension of the speech act of testimony. This is because a deal of trust, as I will explain in a moment, requires a substantial contribution from both the parties, and this means that forming such a deal is not something that is up to the speaker in the way the illocutionary significance of her speech is up to her. While *inviting* trust may fall within in the realm of the illocutionary, *establishing* trust does not (one could hardly say, ‘I hereby get you to trust me’).

So although Fricker glosses testimony as ‘an illocutionary speech act’ (Fricker 2012: 253) and characterises her account as a ‘trust based conception of the speech act of testimony (Fricker 2012: 259), it seems to me that trust enters the picture in *both* an illocutionary way and a perlocutionary way. And, in fact, in view of the explanatory project on offer—the primary ambition of which is to explain the directed normative statuses and susceptibility to reactive attitudes of both speaker and hearer—it seems as though priority should be accorded to the perlocutionary dimension. Something connected with trust is done *in* the speech act itself (a commitment to epistemic trustworthiness is forged) but we only begin to understand why someone would do that thing when we look beyond this, to the paradigmatic perlocutionary point of testimony,

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<sup>6</sup> A number of theorists have suggested that some notion of commitment is essential to both illocutionary acts in general (see, e.g. Moran 2013, Geurts m.s), and to assertion in particular (see., e.g., Peirce 1934, Brandom 1983, MacFarlane 2011).

which, for Fricker, is the establishment of a deal of trust between the speaker and her audience. This is because the commitment a speaker makes in testifying is put forward as a kind of enticement for the audience, so that she will decide to invest her trust, and hence seal the deal of trust.

This gives an idea of *how* Fricker relates trust to the speech act of testimony; now we can look more closely at *what* she thinks the relevant sort of trust involves. The primary sort of trust she thinks is relevant to testimony is *second personal epistemic trust*.

Fricker follows a number of recent theorists of trust in construing interpersonal trust as a three-place relation.<sup>7</sup> More specifically, it is a special kind of reliance of one party (the truster) on another party (the trustee) for something (the object of trust). What distinguishes ‘second personal’ trust from other forms of trust is that it emerges out of a particular kind of communicative transaction between the parties, through which a deal of trust is struck, and this transaction produces certain interpersonally directed obligations and entitlements.

According to Fricker, a deal of trust has a sort of dynamic, reflexive structure. The truster makes it known to the trustee that he is prepared to trust her in some specific matter, and by doing this actually provides the trustee with a reason to prove trustworthy—the reason being that he is trusting her. For her part, the trustee makes it known to the truster that she will honour his trust by proving trustworthy in the matter in which she is trusted, and that she will do so, at least in part, for the very reason provided by the truster (that he is trusting her). This commitment to trustworthiness made by the trustee then serves to support the truster’s original investment of trust, because it is reasonable to trust those who are committed to trustworthiness.

This need not always be the precise sequence of events when a deal of trust is struck; the point is just that there must be, on one side, an investment of trust, and on the other side, a commitment to trustworthiness, and the parties need to communicate their respective contributions to one another, in order to reinforce the trust relation. A typical occasion for trust of this sort would be someone’s promising to do something to help out her friend, and having her friend accept the promise. So Sally might say to Anne, ‘Go ahead, drink all you like, I will give you a ride home’, and Anne might reply, ‘Great, thanks!’ and in this way they strike a deal of trust between them.

Deals of trust like this qualify as ‘second personal’, for Fricker, in part because of the way the parties provide one another with reasons to participate in the deal, and in part

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<sup>7</sup> See, e.g., Baier (1986), Holton (1994), Pettit (1995)

because of the distinctively *directed* normative relations they effect. When Sally makes her promise of a ride, and the promise is understood and accepted by Anne, Sally thereby incurs a directed obligation *to* Anne to give her a ride home. In other words, she has not only placed herself under an obligation to give someone, Anne, a ride home, but now *owes it to Anne* to give her a ride home, in the sense that Anne is entitled to demand *of Sally* that she fulfils the obligation. This is why, should Sally fail to deliver Anne the promised lift she will not simply have *gone wrong*, but will instead have *wronged someone*—Anne herself. Put differently, if Sally fails to fulfil her promise made to Anne, then Anne becomes the *victim*, not merely part of the *occasion*, of Sally’s failure.<sup>8</sup> And this is because of the deal of trust Sally and Anne had struck, a deal through which Sally willingly incurred certain directed obligations to Anne.

Fricker thinks that testimony, like promising, has its home in deals of second personal trust, with the primary difference between promising and testimony residing in the object of trust—what the truster trusts the trustee *for*. Promising typically involves some sort of practical undertaking: the promiser commits to the promisee to doing something, such as giving her a ride home. Testimony, by contrast, involves an epistemic object: in testifying that *p*, the testifier ‘accepts responsibility for her inquirer’s belief as to whether *p*’ (Fricker 2012: 258). And this means that testimony, like promising, makes its recipient susceptible to a ‘personal betrayal’ (Fricker 2012: 259), and exposes the speaker to ‘the implicit threat of a powerful kind of blame’ (Fricker 2012: 269).

So here, in summary, is Fricker’s trust based view of the speech act of testimony. The basic strategy is to use trust to explain those second personal normative features of testimony that, as I noted above, proponents of the assurance view are especially keen to account for. It is important to note that trust features both in terms of the illocutionary dimension of the act and in terms of the perlocutionary effects at which it typically aims. The illocutionary significance of testimony is that it commits the speaker to second personal epistemic trustworthiness, and the perlocutionary point of such commitment is the establishment of a deal of second personal epistemic trust between speaker and hearer.

## 1.2 How Fricker extends the account to collective testimony

Having clarified her trust based account of testimony, Fricker explores whether it can be extended to cases where the testimonial source or ‘speaker’ is some kind of collective

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<sup>8</sup> Cf. Thompson (2004: 340)

body, such as when a team of researchers co-author a report, or when a statement is put forward in the name of a group by an authorised spokesperson. She asks:

‘Can a group be so constituted that it is capable of standing in the distinctively second-personal relations of trust that are proper to testimony?’ (Fricker, 2012, p. 269)

Fricker thinks that groups are capable of this, and to support her view she appropriates Margaret Gilbert’s concept of ‘joint commitment’.<sup>9</sup> A joint commitment, as it is defined by Gilbert, is a commitment of and by several people to doing something as a single body, where possible substitutions for ‘doing something’ include both actions, such as walking together, and attitudes, such as believing that *p*, or intending to *phi*.<sup>10</sup> So Fricker’s idea is simply that the characteristic object of a testimonial commitment, namely, *proving worthy of an audience’s second personal epistemic trust* is the possible object of a Gilbertian joint commitment. Just as an individual testifier makes a *personal* commitment of epistemic trustworthiness in her testimony, so too can a collective speaker—a ‘plural subject’, as Gilbert would call it—make or express a *joint commitment* of epistemic trustworthiness in its speech.<sup>11</sup> So a statement put forward in the name of a group will count as collective testimony just if it somehow involves the group members’ joint commitment to second personal epistemic trustworthiness in the matter it concerns. And when such a commitment is met with an investment of epistemic trust on the part of the group’s audience, there will be a deal of second-personal epistemic trust on one side of which is a group: there will be a *We-thou* deal of epistemic trust.

Fricker thinks that Gilbert’s concept of joint commitment is especially well-suited to the task of underpinning her account of collective testimony because of what she sees as a sort of *normative affinity* between the Gilbertian framework and her assurance view of testimony. Specifically, just as the normative features of testimony have a particular kind of interpersonal or ‘second personal’ character, so too do the normative features of joint

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<sup>9</sup> See, esp. Gilbert (2006, 2014)

<sup>10</sup> See Gilbert (2002b: 41): ‘Joint commitments are always commitments to “act as a body” in a specified way, where “acting” is taken in a broad sense. Thus people may jointly commit to deciding as a body, to accepting a certain goal as a body, to intending as a body, to a believing as a body a certain proposition, and so on’.

<sup>11</sup> I say here ‘make *or express*’ –as I discuss later, Fricker is unclear on whether the joint commitment involved in group testimony is a new joint commitment formed in the act of speaking or whether, in speaking, the group expresses a previously formed joint commitment that is in some sense constitutive of the group.



commitment.<sup>12</sup> According to Gilbert, when a set of people are jointly committed in some way then each one of them incurs a distinctive participatory obligation: an obligation to play her part in their effort to fulfil the joint commitment. But these member-level obligations are actually *directed* obligations: each party owes her conformity to the joint commitment *to* all the other parties to the commitment.<sup>13</sup> And each one of them also has, in virtue of their joint commitment, a *directed* entitlement: the entitlement to *demand* that the others comply, and the standing to rebuke any non-compliers for their failure to comply. This is why Gilbert claims (and Fricker approvingly quotes this claim) that ‘joint commitment is the clearest possible context for interpersonal betrayal’ (Gilbert 2006a: 150).

To illustrate just how it is that a joint commitment to epistemic trustworthiness is meant to underpin collective testimony, Fricker provides an instructive example. She asks us to imagine a government-appointed committee that is given the task of producing a report on the health risks of certain food additives—a report which will then be published so that the public can learn of the findings. Such a group would have to be constituted, Fricker thinks, by way of a joint commitment to epistemic trustworthiness with respect to what they will say about those health risks in their report (such a commitment ‘comes with the job’, Fricker (2012: 272) claims), and this joint commitment somehow forms the basis for the (implicit) invitation to trust that the report communicates to the public. This means that when a member of the public reads and believes the report, a deal of trust is sealed between the committee and this citizen—the citizen entrusts his views vis-a-vis those health risks to the committee, and the committee undertakes responsibility for his, and other citizens’, beliefs. And so, when it later transpires that certain members of the committee had been swayed by bribes from certain food companies, this amounts to a ‘personal betrayal’ of the citizen by the committee:

‘Our citizen is betrayed. He trusted the committee’s word, but they abused his trust, and doubtless that of many other members of the public’ (Fricker, 2012, p. 273).

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<sup>12</sup> Fricker is rather vague about the suitability of the Gilbertian framework for her purposes: she says her approach to testimony and Gilbert’s plural subject theory ‘involve the same materials’ and hence that (in appropriating Gilbert’s notion of joint commitment ‘we are clearly in the right register’ (Fricker 2012: 271).

<sup>13</sup> According to Gilbert, ‘obligations of joint commitment are, in the parlance of deontic logic, “directed obligations”. A logical correlate of my obligation *to you* to do such-and-such is your right *against me* that I do such-and-such’ (Gilbert (2002b: 50).

## §2. Two concerns with Fricker's account

I now want to raise two concerns for Fricker's trust based account of the speech act of testimony, and in particular for the way she construes the commitment a speaker makes in testifying. These concerns relate to her general account of testimony, not specifically to her proposal for extending this account to groups. But the way she attempts to extend the proposal to groups, by appropriating Gilbert's concept of joint commitment, is especially revealing of (what I take to be) the problems in her account.

### 2.1 The object-related concern

The first problem concerns the *object* of the speaker's commitment, that is, *what it is a commitment to*. According to Fricker, in testifying a speaker makes a commitment with the following object: second personal epistemic trustworthiness. Notice that although this object makes reference to something epistemic—epistemic trust—it is itself a practical commitment, in the sense that fulfilling it requires the committed party to *do something*, namely, live up to, or honour her audience's trust, should it be invested. And, as it turns out, Fricker *must* construe the object of the commitment in this broadly practical manner if her attempt to appropriate Gilbert's notion of joint commitment is to be feasible. This is because, for Gilbert, all joint commitments are practical in precisely that sense: they are commitments of and by a set of people to 'doing something' or 'acting' as a single body (Gilbert 2002b: 41).

Accordingly, the responsibility that is incurred by a testifier, when her commitment to trustworthiness is met by an investment of trust on the part of her audience (when their deal of trust is sealed), is also at base a practical form of responsibility. Fricker characterises this as a matter of 'responsibility taken for the other person's epistemic status' (Fricker 2012: 258) and what is meant by 'epistemic status' here is the audience having a particular belief on the matter at hand, and that belief being true and warranted. So the deal of trust involves the audience entrusting her beliefs vis-a-vis p to the speaker, who thereby takes responsibility for having furnishing the audience with certain beliefs. This is why, when things go wrong, and the audience is left with a false or unwarranted belief, notions like betrayal and blame are directly brought into play. If you commit to being trustworthy in this sense—if I entrust my beliefs to you, and you commit to honouring that trust—then the way I will hold you responsible for your failure to fulfil that commitment is by blaming you when things go wrong.

But this, it seems to me, is not what we mean when we talk of epistemic or doxastic responsibility. To be responsible for belief—whether one’s own belief, or, in the case of testimony, someone else’s—is not a matter of answering for the influence one might have exerted in the production of certain psychological states. If I am responsible for the belief that *p* (whether mine or yours), this is not, except derivatively, a responsibility in respect of someone’s having the attitude of believing *p*, but is instead a responsibility I have in respect of *p*’s truth.

To see this, consider our practices of challenging and answering challenges—of holding, and being held, responsible—in respect of *our own* beliefs. If you avow your belief that *p* to me, you make yourself liable to a certain kind of challenge: I may now ask you, ‘Why do you believe that *p*?’ It is a familiar point that this sort of challenge does not ask for a causal history of your state of mind, but rather for your reasons for believing—for considerations that will rationalise your belief and so vindicate your entitlement to it. But it is worth noting that you will not count as accepting my challenge unless you answer with the *right kind* of reasons for believing. That is, it would not do for you to respond with purely ‘attitude-related’ reasons for belief—reasons that attempt to vindicate your believing that *p* with reference to the attractiveness or worthwhile-ness of holding the attitude of believing that *p*. Instead, what you need to respond with, if you are to really *take responsibility* for your belief, is ‘content-related’ reasons: considerations that bear on the truth of the content of the belief, that is, *p* itself.

Something similar goes for the responsibility that testifiers undertake for the beliefs of the recipients of their testimony. If you tell me that *p*, and I believe you, then *you* are in some sense responsible for *my* belief. You might also bear some responsibility, as Goldberg (2006) and McMyler (2011) have suggested, for what I go on to tell others, and hence what the recipients of *my* testimony believe. This is supported by so-called epistemic buck-passing practices—which are governed by what McMyler (2011: 62) calls the ‘epistemic right of deferral’, meaning that the recipient of testimony is entitled to defer challenges to his testimonially-acquired beliefs back to the original speaker. But this responsibility is strictly ‘content-related’—it is a responsibility in respect of the content of what you told me, and hence what I believed and told others. That this is so is evident from our discursive practice. If what you told me is faulty, or is placed in doubt by one of my interlocutors, then my first recourse will not be (as Fricker appears to have it) to charge you with a ‘personal betrayal’ or to target you with ‘a powerful form of blame’. Instead, I will direct an *epistemic* challenge to you: ‘Why did you tell me that *p*?’ Here again

I am not asking why you saw fit to induce a possibly faulty belief in me; instead, what I am demanding is reasons that bear on p's truth. To be responsible for a belief that p, whether yours or someone else's, is first and foremost to be liable to answer these kinds of challenges, challenges to p's truth.<sup>14</sup>

So my first objection to Fricker's account is that by making the object of the speaker's commitment practical—a commitment to proving worthy of the audience's second personal trust—she obscures the fundamental form of responsibility relevant to testimony. Testifiers are answerable to challenges to the truth of what they say, and not, except derivatively, for the role they played in inducing a state of mind in their audience.

## 2.2 The subject-related concern

The second problem I wish to raise for Fricker's account relates to the subject(s)—or, perhaps better, the *intersubjectivity*—of the testifier's commitment, by which I mean *who is committed to whom*. The problem is made apparent, I think, by Fricker's choice to appropriate Gilbert's notion of joint commitment in service of her account. According to Fricker, a group that is constituted (at least in part) through joint commitment to second personal epistemic trustworthiness would therein be well-suited to giving testimony, because it is precisely this sort of commitment that makes the group responsible to its audience in the way characteristic of testimony. Now I have already complained that the nature of this responsibility is mischaracterised by Fricker, who sees it as a practical sort of responsibility that makes the speaker liable to betrayal and blame, instead of (what would be more appropriate) a sort of epistemic answerability that makes the speaker liable to epistemic challenges and rational criticism. In this section, however, I want to set that worry aside and ask whether the nature of the commitment, as Fricker construes it, gives the hearer the standing to hold the group responsible in any way at all.

At this point it is worth explicitly noting something that is apt to be quite confusing in Fricker's account of group testimony, concerning the precise role of the joint

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<sup>14</sup> Note that in her discussion of the *epistemology* of testimony, Fricker does sometimes speak of 'epistemic responsibility' as necessary background condition on testimonial warrant. For example, she claims that 'provided there is sufficient background reason for the addressee to assume the testifier has exercised epistemic responsibility and is speaking sincerely, then the *testifier's (ethical-epistemic) reason to be trustworthy regarding p generates a correlative (purely epistemic) reason for the addressee to take her at her word*' (Fricker 2012: 262, italics in original). Epistemic responsibility in this sense is something inquirers and speakers (should) *exercise*: it is matter of being diligent, careful, rigorous (etc) in the conclusions one draws and the pronouncements one makes. By contrast, the sort of epistemic responsibility I am suggesting is missing from Fricker's account is responsibility in the sense of 'answerability' or 'accountability' (cf. Watson 2004)— that is, of being liable to certain challenges or criticisms. Thanks to Preston Stovall for encouraging me to address this.

commitment to second personal epistemic trustworthiness. This is that, on Fricker's account of group testimony, this joint commitment does *not* play the parallel role as that played, in her account of individual testimony, by the speaker's commitment to second personal epistemic trustworthiness. Rather, the joint commitment to second personal epistemic trustworthiness is conceived by Fricker as *constitutive of the group itself* (it is the '*making* of the collective good informant'), and so is established prior to the speech act of group testimony. By contrast, as we saw earlier, the speaker's commitment to second personal epistemic trustworthiness in individual testimony is something that is only established *in* the illocutionary act of telling itself. So the joint commitment to epistemic trustworthiness invoked by Fricker as constitutive of a 'collective good informant' is by no means a collective-level counterpart of the commitment an individual speaker makes in testifying.

Nonetheless, Fricker is clear that group testimony, like individual testimony, also aims at establishing trust, and hence that, when groups give testimony, they, like individual testifiers, *therein* commit to second personal trustworthiness. But now we might wonder what the relation is between the original (constitutive) joint commitment—the one that, for example, comes with the job of being a member of the food-additives committee – and this second, illocutionary commitment—the kind that is made in the act of publishing the report. Are these two *separate* commitments (with the very same object), or is the communicative commitment some kind of expression or signalling of the prior, group-constituting commitment?

Unfortunately Fricker does not clarify this important issue. Still, I think there are good reasons to favour the second option, that the invitation to trust extended by the group speech act (e.g., the publication of the report) serves to signal or express the already-present joint commitment to second personal epistemic trustworthiness. For one thing it is not clear what explanatory purpose is served by the postulation of a group-constituting joint commitment to epistemic trustworthiness when such a commitment could be formed in the act of group testimony itself. Moreover, Fricker suggests that in cases of group testimony the distinctive normative implications of testimony—such as the audience's susceptibility to betrayal—are grounded in the (original) joint commitment:

'where a testifier fails to be trustworthy, she reneges on a commitment—her side of the deal of trust—so that the addressee is thereby betrayed. Now the kind of

commitment at stake in the formation of a plural subject is just the right kind of commitment to generate the possibility of such a betrayal.’ (Fricker 2012: 271).

This is where I think the second problem with Fricker’s account lies. I think that a joint commitment, even one to second-personal epistemic trustworthiness, is not at all the right kind of commitment to generate the possibility of testimonial betrayal. In the case of the food-additives committee, Fricker appears to hold that the betrayal of the citizen by the committee is somehow grounded in, or otherwise connected with, the failure of the committee to honour their constitutive joint commitment to second personal epistemic trustworthiness in respect of their report. However, given the normative structure of joint commitment, it is hard to see how this failure of the committee—their ‘reneging’ on their joint commitment—could in fact amount to a betrayal of the citizen.

To see this, note that there are, in general, two different kinds of ‘failure’ made possible by the existence of a joint commitment. The first kind of failure arises from its *jointness*. This is the way in which the various parties to a joint commitment will be failing one another if they do not fulfil their obligations of conformity to the joint commitment. This is the sort of failing that Gilbert has in mind when she claims that joint commitment can give rise to interpersonal betrayal. But it should be clear that, on its own, this is not going to be of any help in explaining how someone outside of the joint commitment could get betrayed.

If the members of the food-additives committee are jointly committed to proving worthy of the public’s trust, then each one of them owes it to all of the others—the other members of the *committee*, not the public—to play her part in their actually proving to be trustworthy. Hence if certain members are corrupted and so do not fulfil their directed participatory obligations, and as a result the group ends up failing to prove trustworthy, then there is, to be sure, an interpersonal betrayal that gets perpetrated. But it is not one that involves the *audience* of the committee’s report, because it all takes place within the committee. So while the joint commitment to epistemic trustworthiness can explain the possibility of a certain sort of *internal* betrayal within the less-than-trustworthy testifying group—a betrayal of some members by others—it doesn’t help at all to explain the betrayal of the citizen by the group.<sup>15</sup>

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<sup>15</sup> To be clear, I am not attributing this claim to Fricker. In fact Fricker seems well aware that joint commitment could not ground the citizen’s susceptibility to betrayal in this manner, because the ‘intersubjective commitments that make up joint commitment [...] are not [...] commitments on the part

The second kind of failure made possible by the existence of a joint commitment arises not from its jointness but from the fact that it is a *commitment* at all. This is a more basic sort of rational failure: the failure of the subject of a commitment (in the case of a joint commitment, the plural subject) to fulfil the object of their commitment. This possibility arises, according to Gilbert, because of what commitments are, namely *'facts about one's normative situation—about what one has reason to do'* (Gilbert 2013: 899, italics in original). So, for example, if I commit myself to reducing my carbon footprint but fail to do so (without having changed my mind) then I fail to act as reason demands.

Here too, however, it is not obvious how this sort of failure could give rise to the citizen's betrayal in Fricker's example. The members of the committee were jointly committed to epistemic trustworthiness with respect to their report about food additives, and in light of the corruption within the committee they certainly failed to fulfil that commitment. But this sort of failure is not inherently interpersonal: it is not a matter of the committee failing the citizen, only their failure to fulfil their commitment. It doesn't help that the object of the commitment makes reference to the interpersonal matter of proving worthy of the public's trust, because that alone cannot entitle the (members of) the public to the fulfilment of the obligation. By analogy, if I make a personal commitment to tip every busking musician I come across, these busking musicians do not thereby acquire a right to my tips, or the standing to demand that I tip them, or the entitlement to feelings of betrayal if I do not. Such a commitment, though it involves other people in its content, is not inherently interpersonal because it is not a commitment I made *to* those people. It is a personal commitment, and, as such, its fulfilment is strictly my business. The same goes, I think, for the commitment to epistemic trustworthiness that helps to constitute the food-additives committee. This is a commitment of and by the committee, and though it makes reference to the citizenry who will read the report, it is not a commitment made to them. This means that the fact that the committee fails to prove trustworthy does not ground the citizen's betrayal, nor does it give the members of the public any right of complaint or license any reactive attitudes on their part. Specifically, it doesn't give them any such right or license any such attitudes just because they (members of the public) themselves feature in the object of the committee's commitment, which is a commitment to prove worthy of their (the public's) trust.

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of the group to another party' (Fricker 2012: 271). But what work does joint commitment do, in that case? My point here is simply that joint commitment cannot help to ground the normative dimension of testimony in this *or any other* manner. Thanks to Niels de Haan for suggesting that I make this clearer.

It seems, then, that a Gilbertian joint commitment to second personal epistemic trustworthiness does not, after all, help to explain the distinctive intersubjective normativity of group testimony – the way in which testimony confers certain directed rights and entitlements on the audience, and makes the audience susceptible to a ‘personal betrayal’. Insofar as Fricker thinks this kind of commitment can ground the intersubjectivity of group testimony, I think this betrays a broader problem with her account of testimony in general. To put it bluntly, it looks like, for Fricker, testimony is a way of forming and signalling a commitment to proving worthy of someone’s second personal trust, should it be invested. (In the case of individual testimony the forming and the signalling both happen in the act of telling, while in group testimony the forming seems to pre-date the signalling.) But to do that is not to commit *to* another person, only to commit oneself ‘at’ them. The relevant difference is, roughly speaking, the same as that between announcing one’s intention to help someone and promising them that one will. In the former case one might well produce expectations in the audience, but one does not *license* or *entitle* their reliance on your help, nor would they have been betrayed should you fail to live up to your intention. In the same way, I think, someone to whom a commitment to second personal epistemic trustworthiness is signalled does not therein acquire the right and entitlements properly associated with testimony.

### **§3. An alternative form of second personal commitment**

I have suggested that Fricker’s account of collective testimony fails because of the way she construes the commitment a speaker makes in testifying, and that this is made especially clear by her choice to appropriate Gilbert’s notion of joint commitment in service of her account. Signalling one’s commitment to second personal epistemic trustworthiness does not, I argued, make the speaker responsible for the truth of what she says (the object-related worry), nor does it make the speaker responsible *to* her audience (the subject-related worry) in the right sort of way. Nevertheless, I think that Fricker’s idea that the speaker makes a certain kind of ‘second personal commitment’ in testifying can be preserved, if we make suitable adjustments to the way that commitment is construed. This is what I attempt to do in this section.

Let us begin with the object of the testifier’s commitment—what she, in testifying, commits herself to. Instead of committing herself to proving worthy of her audience’s trust, as Fricker has it, I propose that the testifier commits herself to the truth of what she says.



There is, of course, nothing remotely original about this proposal. It is very standard to classify the speech act of telling as a member of the broader illocutionary category of ‘assertives’, and one prominent way of understanding this broader category is with reference to the idea of commitment to the truth of what is said.<sup>16</sup> According to Searle’s influential taxonomy, for example,

‘the [illocutionary] point or purpose of the members of the assertive class is to commit the speaker (in varying degrees) to something’s being the case, to the truth of the expressed proposition’ (Searle 1979: 12)

But what is it, exactly, to commit oneself to the truth of a proposition? To be so committed is to have bound oneself to something’s being actually the case, in some kind of normatively thick sense of ‘bound’. The normativity of the commitment characteristic of assertion is frequently cashed out in *deontological* terms: the speaker willingly undertakes responsibility for the truth of what she asserts; she incurs certain obligations relating to the propositional content of her utterance. It is not, of course, that by committing herself to the truth of *p* that she imposes a duty on herself to make it the case that *p*. Instead, to commit oneself to the truth is to make oneself liable to—i.e., responsible for answering—certain distinctively epistemic challenges:

‘In producing assertions, [speakers] become responsible in the sense of answerable for their claims. That is, they [undertake] a specific task responsibility, namely the responsibility to show that they are entitled to the commitment expressed by their assertions, should that entitlement be brought into question’ (Brandom 1994: 173)

This helps to remedy the first problem I raised for Fricker’s construal of the commitment a speaker makes in testifying. Construing the speaker’s commitment as a commitment to proving trustworthy forces us, I argued, to assimilate the speaker’s responsibility into a practical or ethical mould, and this has the unwelcome effect of obscuring the distinctively epistemic form of responsibility that is proper to testimony. For Fricker, when a piece of testimony is accepted, there is straightaway a prospect of ethical let-down in the offing: the addressee becomes vulnerable to a ‘personal betrayal’

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<sup>16</sup> See MacFarlane (2011) for a discussion of this tradition of understanding assertion.

(Fricker 2012: 259), and the speaker is exposed to ‘the implicit threat of a powerful kind of blame’ (Fricker 2012: 269). In the context of ordinary testimony, of one person telling another something, such as what the time is, or what they had for lunch, such talk may seem somewhat overblown. But, more significantly, it actually obscures the fundamental normative import of testimony, which is epistemic in character. When you tell me that p I acquire the standing to challenge you with respect to p, and to defer certain challenges I myself may be subjected to with respect to my believing p, back to you. Correlatively, you, in telling me that p, make yourself answerable to my challenges and the challenges of others that I defer back to you; you must, in responding to these challenges, vindicate your own entitlement to the commitment expressed, or retract your assertion. It is this kind of epistemic *answerability*, rather than the practical responsibility for influencing another’s beliefs, that is most directly relevant to testimony.

So adjusting the object of the speaker’s commitment—construing it as her commitment to p’s being true, rather than to her proving worthy of her audience’s trust—allows us to better capture the distinctive epistemic form of answerability that arises from testimony. But it might seem that this attractive consequence comes at too high a cost, because it does away with the central *interpersonal* element in Fricker’s account. For Fricker wants to do justice to the ‘profoundly intersubjective’ (Fricker 2012: 258) character of testimony, and this is why she makes the object of the speaker’s commitment refer to something second personal (namely, second personal epistemic trustworthiness). My proposal thus seems to strip her account of the resources it needs to capture the interpersonal character of testimony.

This brings us to the second part of my proposal, which relates to the intersubjectivity of the speaker’s commitment, i.e., *who is committed to whom*. I suggested that, despite the fact that the object of the speaker’s commitment on Fricker’s account makes reference to something second personal, it nevertheless fails to alter the normative situation of the addressee. Specifically, the addressee does not acquire a right to, or a standing to demand, the fulfilment of the commitment by the speaker. So there is a sense in which, although the commitment is other-involving and other-addressed, it is nonetheless a kind of monadic or first-personal commitment. It is a commitment of and by the speaker (who may, in the case of collective testimony, be a *plural subject*), and hence the forging of such a commitment does not itself give outside parties (‘others’) any rights to the fulfilment of the commitment.

In this connection I propose a further adjustment to Fricker's construal of the speaker's commitment. We need to construe the nature of the commitment the speaker makes in testifying not in Fricker's first-personal terms but in second personal terms. That is, we need the commitment to be of a sort made by the speaker *towards* her addressee, where the sense of 'towards' is not simply a matter of the addressee's being implicated in the content of the commitment.

Here too I should be clear that my proposal is not a novel one. Indeed, one of the authors whose work Fricker explicitly aligns herself with, Richard Moran, has recently argued that the speech act of testimony should be understood in something like the way I am recommending. But, in contrast to Fricker, Moran sees the intersubjective character of the speaker's commitment arising not out of the object of the commitment but out of the very fact that testimony is an illocutionary speech act. According to him, to tell someone that *p* is to commit to *p*'s being true by way of a 'relational act' (Moran 2013: 123), one that is 'second personal in its very nature' (Moran 2013: 121). Hence although the responsibility associated with this commitment is epistemic—because it is a commitment to *p*'s being true—it is also a responsibility the speaker has specifically in respect of the addressee of her testimony. She is answerable *to her audience* for challenges to the truth of *p*. Such relational responsibility and commitment is the defining characteristic, according to Moran, of illocutionary acts:

‘in illocutions generally the speaker makes himself responsible in particular ways *to* another person. It is in the nature of an illocutionary act to be undertaken toward another person, to be an act performed with regard to, or to, another person, as in ‘I told *him* the news’, I asked *him* to leave’, I warned *her* about the car” (Moran 2013: 127)

One might still wonder what exactly it means to say that acts of telling, or illocutionary speech acts in general, are essentially relational or second personal acts. Moran gestures at how this might be spelled out by alluding to the idea that illocutionary speech acts aim at producing a peculiar, self-referential sort of 'effect' in the audience: they aim to be recognised as the kind of acts they (thereby) are. That is, it is the hallmark of illocutionary acts is that they are successful as soon as they are understood, by the audience, as they are meant to be understood, by the speaker. My effort to invite or warn or tell you is achieved—you actually are invited, warned or told—as soon as you

recognise what I am up to with my words, namely performing an illocutionary act of that sort. As Jennifer Hornsby (in a paper cited by Moran) notes, the fact that recognition is, in this way, central to the notion of illocution shows how the communicative use of language depends on people being ‘sufficiently in harmony’ (Hornsby 1994: 193) or ‘attuned’ to one another to be able to identify, and so help to accomplish, what they are doing with their words. Hornsby calls this condition of harmony, upon which communication depends, ‘reciprocity’:

‘A background of reciprocity is what provides for someone’s making of some noises constituting her performance of an illocutionary act. Only where there is reciprocity are the conditions in place for someone to say something to someone, or to warn someone of something, or whatever. Reciprocity is a feature of the human situation which allows for a meeting of minds’ (Hornsby 2003: 301)

A fuller development of this way of characterising the ‘profoundly interpersonal’ nature of testimony is clearly in order. But even with only this bare sketch in hand we can see a contrast between this way of thinking and Fricker’s. For Fricker, certain acts of communication, such as promises or testimony, have the perlocutionary aim of establishing I-thou relations of trust between speaker and hearer. That is, they are contributions towards a prospective ‘deal of trust’ which would, if sealed, generate various directed obligations and entitlements for the parties to the deal. But the Moran-Hornsby point is that acts of this kind do not so much establish trust as depend on it *already being in place*. To speak, in the sense of illocution, is already to trust the one to whom one speaks to recognise what one is up to in speaking. So there is a sense in which the interpersonal trust relevant to testimony must be more basic than Fricker allows. Whereas she identifies trust as something that is established through communication, the Moran-Hornsby approach sees it as the condition upon which communication depends.

My proposal for how the speaker’s commitment should be construed is thus as follows. In telling her audience that p, a speaker makes a commitment *to* p’s being true *to* her audience. The first ‘to’ in this formulation specifies the object of her commitment: what she makes herself answerable for. The second ‘to’ specifies the subject or subjective target of her commitment: whom she makes herself answerable to. Maintaining a distinction between the object and the subject of the speaker’s commitment allows us to understand how testimony manages to be *both* assertion-like and promise-like. What

makes testimony similar to assertion is that it has an epistemic object, the truth of the proposition expressed. But whereas assertions can be ‘offered up impersonally into public space’ (Kukla & Lance 2009: 166), testimony is always more personally directed—a matter of ‘I told *him*’, as Moran (2013: 127) puts it. But that is just to say that it is in the nature of testimony, but not of assertion, that the *subject* of the speaker’s commitment is a specific person. *What one is responsible for* is held constant in both assertion and testimony, but *whom one is responsible to* varies. With respect to whom one is responsible to, testimony is more akin to promising, because, in promising, one incurs a form of liability or answerability specifically and only in the respect of the promisee for doing what one has promised to do.

Can groups commit themselves in this way, when they, for instance, jointly author a report, or have a spokesperson deliver a statement in the name of the group at a press conference? On my proposal this is not only a question about the capacities of groups—whether or not they ‘have what it takes’ to come out with testimony—but also a question about the bounds of reciprocity and recognition. No matter how well their internal modes of organisation allow them to determine and articulate matters of fact, groups will not succeed in telling anybody anything unless there is receptiveness on the part of their would-be audience to what they are up to with their words. But it is clear, I think, from our practices of holding groups responsible for the truth of what they say, that groups are often recognised as performing the speech act of testimony.

By way of illustration, consider a statement made by a spokesperson for the Obama Administration, that senior officials in the Russian government were behind the cyber attacks that influenced the 2016 US presidential election. This statement counts as collective testimony, in my view, because it commits the Administration itself—as opposed to simply committing the spokesperson (or the president) *personally*—to the truth of its content, to its audience. It is not that the Administration commits to proving worthy of the public’s trust in the very specific matter of whether senior officials in the Russian government were behind the cyber attacks. Rather, through the statement, the Administration makes a commitment *to the public* to the accuracy of the statement (to its actually being so that senior officials in the Russian government were behind the cyber attacks). This is evident from the fact that the primary sort of challenge that the statement makes the Administration vulnerable to is a challenge raised against the truth of what has been claimed, rather than a complaint that they have failed to prove trustworthy.

## Conclusion

It is in this spirit, I suggest, that claims put forward by or in the name of a group are typically to be understood. That is, we understand these claims as having the same illocutionary status that they would have were they performed by or in the name of single person. This means that groups are, at least sometimes, credited with the same ‘illocutionary authority’ as competent individual speakers of a language are typically credited with—and it is this, rather than their claims to trustworthiness, which should be seen as underpinning collective testimony.

For a group to constitute its utterance as an act of testimony is for it to be able to make, and to be recognised as making, an epistemic commitment to some specific audience. Insofar as trust is implicated in this way of understanding collective testimony it is not via the idea that we might entrust our beliefs to the word of group, but rather that we might recognise what a group is up to with its words, and so allow the group to have its say.

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