Pressure and Argumentation in Public Controversies: A Dialogical Perspective

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Abstract: When can exerting pressure in a public controversy promote reasonable outcomes, and when is it rather a hindrance? We show how negotiation and persuasion dialogue can be intertwined. Then, we examine in what ways one can in a public controversy exert pressure on others through sanctions or rewards. Finally, we discuss from the viewpoints of persuasion and negotiation whether and, if so, how pressure hinders the achievement of a reasonable outcome.

Résumé: Quand le fait de faire pression dans une controverse publique peut-il promouvoir des résultats raisonnables, et quand est-ce plutôt un obstacle? Nous montrons comment la négociation et le dialogue de persuasion peuvent être entrelacés. Ensuite, nous examinons de quelle manière on peut, dans une controverse publique, faire pression sur les autres par le biais de sanctions ou de récompenses. Enfin, du point de vue de la persuasion et de la négociation, nous discutons de la question de savoir si, et si oui, comment la pression empêche la réalisation d'un résultat raisonnable.

Keywords: argumentation, fallacies, negotiation dialogue, persuasion dialogue, pressure, public controversy

1. Introduction

In public controversies, such as those about the energy transition, discussants—whether they represent authorities, interest groups, companies, or other stakeholders—are not only arguing for their

point of view but also playing specific parts in a social arena. They argue to convince others to get their consent, but at the same time they are negotiating and exerting pressure to get things their way. We focus on the use of pressure in discourse: on the exertion of pressure by threatening people with sanctions or enticing them by rewards. When do such means of pressure promote a reasonable outcome of a public controversy, and when do they rather constitute a hindrance to its achievement?

We try to answer this question by adopting a dialogical perspective (Walton and Krabbe 1995; van Eemeren and Grootendorst 2004). Thus, we deal with a "public controversy" as an assembly of various types of dialogue, among which *persuasion dialogues* and *negotiation dialogues* are prominent. In a persuasion dialogue, the participants try to reach a *resolution on the merits of the case* for their difference of opinion. In a negotiation dialogue their goal is to reach a *compromise that will be acceptable for all*. Contributions to dialogues of either type can be evaluated as *reasonable* or *unreasonable* in light of the common goal that is distinctive to that type of dialogue—so that each dialogue type imposes its own kind of normativity. Yet, both kinds of outcome, resolution and compromise, (whether they conclude all or only a part of the controversy) can be labeled as *reasonable*, in the sense of having withstood the critical probes advanced within the preceding dialogue (of either type), and thereby meriting acceptance.

Ideally, pressure beyond "the unforced force of the better argument" (Habermas 1996, p. 541) has no role to play in a persuasion dialogue; but pressure is part and parcel of the negotiating dialogue, if only because each offer promises some kind of reward upon its acceptance and some kind of sanction upon its rejection. In practice, both kinds of dialogue are often intertwined so that pressure exerted in the negotiation dialogue can also influence the persuasion dialogue. With this in mind, we want to contribute to the development of instruments for the analysis and evaluation of argumentation in public controversies (van Laar and Krabbe 2016), focusing on the role of conditional sanctions and conditional rewards (Amgoud and Prade 2006; van Laar and Krabbe 2018a). We aim to show how the exertion of pressure changes the argumentative setting and shall discuss whether the exercise of such power

can be dialectically legitimate. In this paper, the focus is on the kinds of pressure that more or less explicitly figure within negotiation dialogues. However, we realize that there exist related types of pressure, such as suggesting to your interlocutor that by not giving in to your arguments he risks losing your respect or love.

In Section 2, we discuss the use of persuasion dialogues and negotiation dialogues for achieving a reasonable outcome in a public controversy. In Section 3, we examine the ways one may use one's power to exert pressure in the context of a public controversy. In Section 4, we discuss whether and how these means of putting pressure on one's opponents hinder or further the achievement of a reasonable outcome of some kind. We conclude that pressure can indeed—but need not—degenerate into committing a fallacy such as, on the one hand, an *argumentum ad baculum* ("wielding the stick") or, on the other hand, an *argumentum ad carotam* ("dangling the carrot").

We illustrate our findings by examples taken from the public controversy about the energy transition in the Netherlands. This controversy is made up of persuasion dialogues, where participants attempt to convince each other and their audiences of the acceptability of their opinions regarding issues such as: Need all coal-fired power stations be closed? But the participants also attempt to negotiate a compromise that is as favorable as possible for them, regarding the very same issues.

2. Persuasion, negotiation, argumentation, and fallacies in public controversies

A public controversy comprises a mosaic of dialogues of various kinds. There are many participants who, individually or on behalf of institutions, exchange considerations revolving around a collection of connected problems of a practical nature. Its starting point is usually a combination of: (a) conflicting interests, (b) differences of opinion, and (c) open problems. Sometimes, distrust, tension and even animosity is inherent in the point of departure. The typically prominent role, in such controversies, of exchanging reasons, though, points to a shared aspiration to reach a reasonable outcome,

that is, an outcome that will be acceptable for all parties and will stand the test of criticism.[1]

We focus on the persuasion dialogues and the negotiation dialogues in such mosaics of dialogues. In a persuasion dialogue, the participants try to *resolve* a difference of opinion, on the basis of the merits of the case, by an exchange of arguments and argumentative criticisms (van Eemeren and Grootendorst 2004; Walton and Krabbe 1995).[2] But participants in a public controversy are often also involved in a social interplay of forces trying, in a negotiation dialogue, to *settle* a conflict of interests by an exchange of offers and counteroffers leading to a compromise (Walton and Krabbe 1995). A reasonable outcome of a public controversy can be a resolution but it can also be a compromise.[3] In the latter case, the parties may stick to their different opinions but agree to consent to a policy that is, in their eyes, though not wholly satisfactory, yet preferable to a situation without a compromise. What is more, they may accept the compromise as reasonable in the sense of reflecting the parties' preferences and their strengths, as conveyed in the exchange of offers and counteroffers. Both in the case of resolution and of compromise, the outcome has in some way been put to the test.

Where evaluation is concerned, it will sometimes be obvious that a particular contribution to a dialogue must be evaluated from a normative perspective that applies to persuasion dialogues; sometimes that it must be evaluated from a normative perspective that applies to negotiation dialogues. But for fragments of discussion in which both kinds of dialogue are intertwined, an evaluator, whether a third party or a participant, may legitimately apply either or both perspectives, depending upon his or her interests.

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[1] Other features of a public controversy are: that the discussion takes place mainly via mass media; that the discussion typically lasts for years; and that there is a lot at stake for many of the participants (see: van Laar and Krabbe 2016).

[2] The normative model of critical discussion proposed by van Eemeren and Grootendorst (2004) provides norms for persuasion dialogues. By discussing dialogue types other than persuasion dialogue, Walton and Krabbe can be seen as generalizing on the approach by van Eemeren and Grootendorst.

[3] It can also be reasonable to refrain from realizing some outcome of a (part of a) discussion, for example, by postponing the discussion until further notice or by changing to a different decision procedure, such as taking a vote.

Argumentation is of foremost importance in persuasion dialogues, but it also has a role to play in negotiation. Actually, each offer in a negotiation dialogue can be analyzed into (1) the offer itself and (2) an implied argument (see: van Laar and Krabbe 2018b). Consider an offer such as "You may buy this piano for no more than 6000 Euro!" Such a contribution contains a conditional offer (the offer itself) that instantiates the pattern: "If you are prepared to do X for me then and only then I will be prepared to do Y for you." The party who tables the contribution can be understood as expressing simultaneously an "expediency argument": "It will be expedient for you to accept my offer because you value this piano at 6000 Euro at least and I ask no more than 6000 Euro." A counteroffer, such as "No, but I am prepared to give you 5000 Euro for the piano!" expresses (besides a new offer) a critical reaction to the preceding expediency argument but also introduces a new expediency argument. Expediency arguments instantiate the following argumentation scheme: "Accepting my offer will be expedient for you because if and only if you accept my offer you will obtain X at the expense of Y, while getting X at the expense of Y is expedient for you". This scheme is a variant of the one for pragmatic argumentation (van Eemeren 2016, p. 17).[4] Expediency arguments, accompanying each offer, can be interpreted as contributions to persuasion dialogues (in each case about a slightly different standpoint) embedded in the negotiation dialogue. Embedding is a way of being intertwined, but not the only one.

In argumentation theory, the subject of exerting pressure comes up primarily when discussing the *ad baculum* fallacy (Walton 2000, 2014). But one may also exert pressure by enticing others with a reward. We shall therefore, following Woods, also discuss the "*ad carotam* fallacy" (Woods 2004, p. 80). According to our

[4] The series of arguments that manifests itself in an exchange of offers and counteroffers can be looked upon as a dialogical variant of an *argumentative pattern* that may characterize a certain institutionally embedded communicative activity. According to van Eemeren, "an argumentative pattern is characterized by a constellation of argumentative moves in which, in order to deal with a particular kind of difference of opinion, in defence of a particular type of standpoint a particular argument scheme or combination of argument schemes is used in a particular kind of argumentation structure" (van Eemeren 2016, p. 14).

usage of these terms, one deals in both cases with contributions that exert pressure on an interlocutor in a way that infringes upon the norms for reasonable persuasion dialogues. But that a contribution to a discussion is illicit from the perspective of persuasion dialogues doesn't tell us much about the legitimacy of that contribution from the perspective of negotiation dialogues, since both perspectives have their own normativity (Walton and Krabbe 1995; Walton 1998).

The term 'fallacy' we reserve, as in pragma-dialectics, for illicit moves in a persuasion dialogue (van Eemeren and Grootendorst 2004). We adopt the following dialectical definition of the fallacy of *argumentum ad baculum*: Discussant A commits in contribution *c* vis-à-vis discussant B the fallacy of *argumentum ad baculum* if and only if through *c* A makes it clear to B that A will proceed to punish B if B makes or maintains a specific kind of contribution to the persuasion dialogue (standpoint, criticism, argument, critical question, etc.). Thus we stay in line with the pragma-dialectical theory of fallacies according to which this fallacy counts as an infringement of the *freedom rule* (van Eemeren and Grootendorst 2004, p. 190) because the effect apparently intended by the threat is that the interlocutor refrains from making or maintaining a move that he considers to be pertinent to the rational resolution process. Clearly discussant A is trying through the threat contained in contribution *c* to muzzle B. Let it also be noted that such infringements of the freedom rule are in our opinion not restricted to the confrontation stage of the discussion, where the initial difference of opinion is specified, but may also occur intermingled with the exchanges of arguments and criticisms.

We propose to define the fallacy *argumentum ad carotam* in a parallel fashion. Discussant A commits in contribution *c* vis-à-vis discussant B the fallacy of *argumentum ad carotam* if and only if through *c* A makes it clear to B that A will proceed to reward B if B refrains from making or retracts a specific kind of contribution to the persuasion dialogue (standpoint, criticism, argument, critical question, etc.). The *argumentum ad carotam*, too, infringes upon the freedom rule and constitutes a fallacy that can also be committed beyond the confrontation stage.

3. The role of pressure in the public controversy about the energy transition

In a public controversy, such as the discussion about the energy transition in the Netherlands, it may happen that a party tries to persuade other parties by threatening them with sanctions or by enticing them with rewards. How do we characterize these forms of exertion of pressure, and what is their effect on negotiation and persuasion dialogues? First, in Section 3.1, we consider in what ways the two kinds of dialogue can be intertwined in such a public controversy. Then, in Section 3.2, we discuss various degrees of such pressure and their plausible effects.

3.1 How persuasion and negotiation dialogues can be intertwined

As we explained in Section 2, offers in a negotiation dialogue can be seen as containing expediency arguments, which in turn can be considered as being part of a persuasion dialogue embedded in a negotiation dialogue. Example 1 conveys something of the final offer that has been accepted, and thereby something of the expediency argument within the embedded persuasion dialogue.[5]

Example (1) Green compromise seeking

> At the negotiation table about the Energy Agreement there were also representatives of organizations for nature and environmental protection. Some of the concessions were tough to take, but generally contentment prevailed. (…) [Tjerk Wagenaar, director of Nature and Environment:] 'We had to accept some dirty compromises. It was not easy to abandon the goal of the coalition agreement of 16 percent sustainable energy in 2020 and to say: that will be 14 percent in 2020 and not be 16 percent before 2023.' Part of the rank and file saw the abolishment of the taxation of coal as 'selling one's soul to the devil'. Wagenaar: 'Quite logical, because it is crucial for the environmental movement that prices will be fixed for environmental effects.' He has been doing his best to explain that negotiating is the best way to achieve some goals in the Netherlands now. 'I think the deal we got out of it contains what would

[5] All examples were taken from Dutch sources and were translated by the present authors.

> be maximally feasible.' He is convinced that an Energy Agreement without the input of nature and environmental organizations would have been a completely different agreement. 'We could propose smart green solutions. I also guess that the great shift towards wind at sea would not have been made without us.' About this item he is most satisfied. (…) 'I firmly believe in green compromise seeking as a means to get things going.' (van Riel 2013, p. 29)

The pressure group Nature and Environment apparently accepted an offer based on exchanging a withdrawal of their objections to both the slowing down of the sustainability process and the abolishment of coal taxation for the other party's acceptance of their smart green solutions.

Not only can dialogues of some type be *embedded* in a dialogue of another type, persuasion dialogues and negotiation dialogues are also intertwined in other ways. There are also *hybrid* contributions: these contain not only a move in a negotiation dialogue but also one in a persuasion dialogue. Further, there are contributions that contain moves with a *dual function*. We now turn to an example of a hybrid contribution.

Example (2) Transition offers opportunities

> [The companies] Siemens, Eneco, Shell, Heineken, Schiphol, Van Oord, and Rotterdam Harbor make their appeal on Wednesday in a letter in the *Volkskrant* [a Dutch newspaper]. In this way, they support the initiative of Samsom and Klaver [members of parliament] to enact a national climate law. (…)
>
> 'We are convinced that the energy transition must go ahead in order to counter climate change and also see the acceleration of the transition as an opportunity for the development of a new economy', the companies write. (…)
>
> But then, the companies do have a need for clarity 'enduring the succession of governments', they argue. That's why it needs to be arranged in a law. 'The arrangements must be binding, because our investments will be based on them.' (Du Pré 2016, p. 2)

At first, the companies argue in favor of a climate law and an (accelerated) energy transition; then, in the second part of their contribution, they appear to make an offer: in exchange for a long-term

commitment by the politicians, specified in a climate law, the companies are willing to invest more.

The next example is a case of a move with a dual function: one and the same part of a contribution serves a purpose in both a persuasion and a negotiation dialogue.

Example (3) Shut down all coal-fired power stations!
In its 2017 election program D66 (a progressive liberal party) writes:

> Dirty energy originating from coal is, all in all, much more expensive than clean energy. Unfortunately, it is not yet the case that all costs are taken into account when calculating the price. Therefore, we must give the market a hand. D66 wants to shut down, as quickly as possible but in 2025 at the latest, all coal-fired power stations in the Netherlands—starting with those that cause the greatest pollution. We safeguard the power supply through growth of the share of sustainable power, use of existing gas-fired power stations, and through good transport links with surrounding countries. (D66 2016, p. 32)

In this example, D66 argues for a shutdown of all coal-fired power stations and thus contributes to a persuasion dialogue on this issue. But, since this is a fragment of the election program, there is at the same time an underlying message that the policy preference here expressed will figure as a demand in possible future coalition talks—even if at this point the demand is not yet accompanied by any sanction or reward. As soon as the party gets involved in negotiation talks with competing parties about a coalition government, the consideration that dirty energy is more expensive than clean energy can function not only as an argument to convince the other politicians, or a larger audience, that coal-fired power stations need to be closed but also as an explanatory motive for rejecting a disagreeable offer by a competing party.

In such cases, the kind of pressure that characterizes negotiation dialogues may influence a persuasion dialogue. A party in a negotiation dialogue can be motivated to steer a persuasion dialogue in a particular direction to prevent unwelcome results of this dialogue from restricting its options or undermining its bargaining power in the negotiation dialogue. Suppose, for instance, that a conservative

and a green party agree about climate targets but are negotiating about the ways to get there. Suppose that, in an intertwined persuasion dialogue, both parties come to agree that the climate targets can only be achieved if all coal-fired power stations will be shut down within five years. Then the conservative party can no longer, in the negotiation dialogue, seriously ask the green party to go along with shutting down the last station only after ten years. Therefore, the first party may be inclined also to use the pressure that is normal in a negotiation dialogue to redirect the persuasion dialogue. But how bad is this? How must we evaluate various cases of exerting pressure? We get back to this issue in Section 4, but first we distinguish, in Section 3.2, degrees of pressure.

3.2 Degrees of pressure

In order to characterize the typical forms of exertion of pressure that are connected to the making of an offer, we distinguish between degrees of pressure. A conditional offer has the following form: "If you are willing to make to me concessions X then, and only then, I am willing to make to you concessions Y."[6] Below, we follow Ihnen Jory's analysis of offers as speech acts, and then proceed to show how we see conditional offers as connected to pressure.

According to Ihnen Jory's analysis of a conditional offer (2016, pp. 150-151), a speaker S offers hearer H to perform act A on condition of H's performing act A′ in return, in a felicitous way, only if:

1) S's locution counts as an attempt to commit S to do A if H does A′;

2) S presumes that H prefers S's doing A to S's not doing A;

3) S assumes that H prefers H's doing A′ in addition to S's doing A to H's not doing A′ and S's not doing A.[7]

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[6] Ihnen Jory notes that not all offers are conditional, but that you can offer someone something without asking anything in return, such as when you offer someone the very last orange, or half of it (2016, pp. 149-151).

[7] Further felicity conditions Ihnen Jory identifies are that: (4) Some future action A is predicated of S and another future action A′ is predicated of H; (5) S is willing to do A, on condition that H does A′; (6) S is able to do A; (7) S believes H is able to do A′; (8) S presumes that H would prefer S's doing A to S's not doing

In our view, by tabling a conditional offer some sort of power is exercised. According to clause 2, act A is presumed to be a reward for H. According to clause 3, a sanction will presumably be imposed on H if H fails to do A′, given that H will then miss out on reward A.[8] For, if H doesn't accept the offer then the promised rewards also will be revoked, and possibly the interlocutor will never make or accept a better offer. Thus, an offer exerts some pressure.

By applying pressure a speaker changes the social circumstances in which the conversation is to continue. For, as a *result* of the pressure, accepting the offer becomes expedient for the other party. At least, that is what the speaker hopes for. After all, before the offer it wasn't expedient for the listener to commit herself to A′, whereas the offer is meant to make that expedient. The capacity to change the social setting in this way depends on the credibility with which the speaker can deter or entice, and this capacity—together with the corresponding capacity of the interlocutor—determines the strength of her bargaining power.

A negotiation dialogue can thus be seen as a process within which the participants, through offer and counteroffer, shape the social setting. Through an expediency argument, the participants test, at each stage of the process, whether a situation has been created in which the last offer that was put forward can be convincingly argued for on the basis of premises that are accepted at that stage. Note that we do not conceive of an offer as itself being some sort of argumentation, so we do not need to see argumentation as exerting pressure. In our analysis, the offer and the expediency argument are separate elements of a contribution to a negotiation dialogue: the offer itself applies some pressure, but the associated expediency argument does not.

In view of the role of sanctions in the speech act analysis of making someone a conditional offer, the obvious question is whether a conditional offer must contain some sort of a threat. We

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A; (9) S would rather not do A, unless H does A′; (10) S presumes that H would rather not do A′, unless S does A; (11) S believes that it is not obvious to H that S will do A in the normal course of events and that H will do A′ in the normal course of events; (12) S intends to do A if H does A′ (2016, pp. 150-151).

[8] Vice versa, the reward can be seen as the escaping of the sanction.

follow Anderson's definition of "a threat" and "to threaten." Anderson writes:

> I will use 'threat' or 'threaten' (...) to refer only to situations in which an agent (P) makes a demand to another (Q) that (Q) do (or not do) some action (*A*) and accompanies this demand with a claim or indication that if and only if the demand is unfulfilled, P will act or bring about events contrary to Q's interests. (Anderson 2010, p. 4)

In this wide sense of the term, any offer brings a *threat*. For, an offer imposes a demand, and a sanction follows upon failing the demand. In colloquial language it sounds stretched to speak of a "threat" if the sanction comes down to something as common as refraining to reward, but in Anderson's wide sense of the term, there is actually a "threat". As in the case of an offer, we do not conceive of a threat as a form of argumentation, although threats in offers are connected to argumentation.[9] We may conclude that threats that exert some degree of pressure are normal in a negotiation dialogue.

Pressure being a matter of degree, we distinguish two methods of increasing pressure: (1) by the message that there is no room for further negotiation and (2) by upgrading awards or punishments.

The first method increases pressure by suggesting that after a rejection of one's offer there might be no further offer: the parties will be back to square one. One may even point out that this is really the final offer: "no room for maneuver".

The second method increases pressure by raising the rewards for accepting the offer or by aggravating the sanctions for rejecting it:

[9] We do not follow the speech act analysis of 'to threaten' as proposed by Walton (2014, pp. 291-292) or that of Budzynska and Witek (2014, p. 310), mainly because of the way these two papers characterize the essential condition. In their view, the point of the speech act is that the speaker commits himself to turn his threat into action, if the hearer doesn't yield. We think, however, that the point is, as far as the speaker's obligations are concerned, that the speaker commits himself *not* to turn his threat into action, if the hearer *does* yield. In addition, the speaker tries to bring the hearer to commit herself to perform the action that favors the speaker's position. But the hearer will not hold the speaker accountable if he happens not to carry out his threat.

"raising the stakes". There are several distinct ways in which one may raise the stakes.

It is often a plausible assumption that, at the outset of a negotiation dialogue, the parties have a common understanding about the inventory of assets that may figure as negotiable: the counters of the negotiation game. Raising the stakes may either stay within the boundaries of this inventory or go beyond them. When buying a piano, for instance, it may be understood that what is negotiable is the amount of money, and perhaps also the mode of payment. Ways of raising the stakes, and thus increasing pressure, that stay within the boundaries of this inventory are offering more money than you did at first or proposing to pay cash right now instead of paying by giro later on.

You may, however, also raise the stakes by basing your offer on an extension of the inventory of negotiable assets, for instance by proposing that, in exchange for a lower price, you are willing to visit the shop from time to time and play the pianos. After such a proposal, the other party should have the opportunity to accept the idea of extending the inventory ("OK, let us discuss that") or to reject it ("No thanks, we accept only money"). When this party accepts the idea, it may still opt for rejecting this specific proposal and for trying to get a better deal: "OK, that's a nice idea, but could you make a contractual commitment to play every Saturday for two full hours?"

Moreover, you may raise the stakes by basing an increase of the rewards on a kind of inventory extension that one cannot expect to be overtly accepted. Suppose you not only offer the owner of the piano store 5000 instead of 6000 Euro but also promise her that you as a member of the city council will vote in favor of a proposal for extra parking space next to the store's entrance. That would be called 'bribery'. So bribery is also a way to increase pressure.

Finally, you may raise the stakes by aggravating the sanctions, and do so by threatening the other party in a way that goes far beyond what this party should have been expecting at the start of the dialogue: for instance, by threatening to blacken the store's reputation on social media if they don't let you have the piano for the sum you are prepared to pay. That would be called 'blackmail'. Like

bribery, blackmail increases pressure. Maximal pressure can be obtained by a mixture of bribery and blackmail.[10]

In Example 4, an activist group presents itself as being in a process of negotiation with the government, claiming that there is no room for maneuver.

Example 4. We cannot be stopped

> They yelled: We cannot be stopped, climate change can! And that's the way it is. This is only the beginning. Today's climate parade in Amsterdam (...) was one of the actions within the rapidly growing movement against climate change (...) It is not a matter of some nice trees or a pretty forest for hiking on the weekends. It is a matter of survival. Within 30 years CO^2 emissions must go down to ZERO in order to have any chance of a habitable planet. We accept no give and take, no bullshit. (...) We are now at the end of our patience. It is not a matter of cars, airplanes, televisions, and smart phones. It is a matter of rising sea levels, food production, and survival. (Wij Stoppen Kool 2015)

The fragment implies this offer: "We are prepared to end our actions if and only if you check climate change." Pressure is increased by indicating that there will be no give and take, i.e., no exchange of concessions, making it obvious that this offer will be the last one that the activist group is prepared to make. We do not think that the example illustrates blackmail. For ongoing demonstrations by the activist group is within the bounds of what the government should have expected and can be supposed to have belonged to the inventory of negotiable assets all along.

In Example 5, the stakes are raised in a conflict between the municipality Binnenmaas on the one side and the province of Southern Holland and power company Eneco on the other side, by a threat of aggravating the sanctions.

Example 5. Political blackmail

> Tense times for those who cherish the last remains of nature around Barendrecht. Between now and early February, it will be-

[10] We do not use these terms in any legal sense: as we use these terms, there may be a case of "bribery" or "blackmail", even if nobody violates any law.

> come clear where in our municipality the province wants to locate wind plants—as high as the *Euromast* [100 m.]. The nature reserve *Oude Maas* is still very much in danger. (…) If local politics does not give in, [power company] Eneco will also appeal to a higher administrative level. In that case the province just has to sideline [the municipality] Binnenmaas. An ultimatum has already been issued because next year the juicy subsidies for wind turbines will be somewhat reduced. "This smacks an awful lot of political blackmail" worried administrators say. Thus not only a unique nature reserve but also the "political landscape" will soon be bulldozed by the administrative steamroller of province and energy lobby. Binnenmaas would like to remain in control. It threatens to turn out as a very bad movie with a nightmare scenario. In the run on the ridiculous billions in subsidy for wind plants, it seems suddenly that anything goes as regards "democratic relationships". If we do nothing, the province will fully cooperate in this. But with a steamroller you'll not create public support for sustainability. For now, Stichting Wind van Voren [Foundation Wind from Ahead/ Foundation Violent Criticism] wishes its supporters a very militant 2017. (Wind van Voren, cited by: Menheer 2016)

In this case, the power company Eneco and the province Southern Holland seem to have an alliance, in an attempt to locate, with public funding, in or at the nature reserve *Oude Maas*, a number of wind plants. In the pressure group's reconstruction, the alliance urges the municipality to accept the wind turbines, doing so with undue pressure by threatening to sideline the municipality when it refuses to cooperate. In the pressure group's view, this smacks of political blackmail, but there is something to be said for reckoning the sanction to the standard inventory of negotiable assets, given that a province is entitled to decide where to place wind turbines without consent of a municipality (in accordance with a so-called zoning plan). Example 6 may arguably contain a case of bribery.

Example 6. Phone calls after office hours

> Minister Henk Bleker denies that his officials have put pressure on the well-known conservationist Jaap Dirkmaat in order to stop the legal battle against his [nature] policy. (…) But, indeed, Dirkmaat accuses Bleker's officials of such methods. He refers to phone calls from officials after office hours. They promised to support him in

> Brussels if he would abandon the fight. Dirkmaat: 'They told me that Bleker would, in Europe, support my Association for the Dutch Countryside. But in that case, I had to forgo all legal action against him and retract the critical letter I sent him mid-March about his nature policy.' Dirkmaat filed, in Brussels, a formal complaint against the Kingdom of the Netherlands because he thinks that Bleker's cutbacks go against international treaties. (Nieuwsdienst 2011)

This can be looked upon as an example of a kind of bribery: Bleker's officials offer a reward to entice Dirkmaat to do something in return that is not included in the inventory of negotiable assets while it is also not to be expected that Dirkmaat could overtly extend this inventory to include this kind of act.

According to our analysis, an offer will always result in some pressure, because it goes with a threat and an attempt to entice, but the degree of pressure may vary. How, then, do we evaluate cases of pressure?

4. The evaluation of kinds of pressure

From the perspective of persuasion dialogue, exerting pressure is irrelevant or harmful, because pressure does not contribute in any positive, and possibly in a negative, way to a resolution of a difference of opinion. But how about the evaluation of pressure from the viewpoint of negotiation dialogue?

For negotiation dialogues, to be able to threaten with sanctions and to entice with rewards constitutes a *sine qua non* and such tactics must, therefore, in that context, be considered as *prima facie* legitimate.

Also increasing pressure by suggesting that you are approaching, or even have reached, your last offer—"no room for maneuver"—belongs to the permissible strategies of negotiation. For, in negotiation there is often pressure of time and a need to come to the end of the dialectic of offer and counteroffer. And even without pressure of time each party should always be free to prefer a script without a deal to one with a bad deal and to let the other party know that it thinks so. But what if a party falsely conveys the intention to abandon the dialogue if her offer gets rejected, just for tacti-

cal reasons? We see such tactics as something that fits, and can be expected in, many, though not all, kinds of negotiation dialogue. A purely tactical threat to abandon the negotiation dialogue is probably very inappropriate in a more cooperative negotiation, for example within your family when dealing with the next holiday location, yet legitimate in more competitive negotiation dialogues such as in the piano store. What is more, there are safeguards against this form of deception, for with this tactic one takes the risk of missing a favorable offer when the other side, instead of making more concessions, decides to withdraw from the negotiation dialogue himself.

Extending the inventory of negotiable assets also is to be looked upon as a legitimate kind of strategy. In the literature on negotiation, it is generally recommended as a means of facilitating "integrative negotiation," rather than "distributive negotiation" (Raiffa et al. 2002, p. 191). In the latter case, the parties are focused on a distribution of a fixed amount of assets that best suits their needs (Raiffa et al. 2002, p. 97). In the former case, however, the parties try to find a solution that benefits them maximally by first examining whether the inventory of negotiable assets can be extended, in order to enable a more optimal exchange (Raiffa et al. 2002, p. 191).[11] But this strategy also has a somewhat risky side: proposing to involve more issues in a negotiation can also be seen as a reprehensible kind of horse-trading, or even as blackmail or bribery.

Not all degrees of pressure are in keeping with the goal of a negotiation dialogue. From a normative point of view, the parties in a dialogue of this type are supposed to use reasonable and legitimate means in order to reach a compromise that they will voluntarily subscribe to. Blackmail and bribery are, therefore, out of order. They are instruments for overwhelming the other party, so their use would endanger the reasonable and voluntary character of a possible agreement. What would count as a case of blackmail or of bribery will, however, be different for different kinds of negotiation. It

[11] "Integrative negotiation is making the pie bigger. Distributing negotiation is about getting a bigger piece for oneself" (Raiffa et al. 2002, p. 97). However, Raiffa et al. do not mean that the goal of realizing a maximally favorable outcome for oneself is absent in integrative negotiation, when distributing the "pie made bigger". We ourselves prefer to avoid the pie metaphor.

is not unlikely that the officials in Example 6 (*Phone calls after office hours*) tried to bribe Dirkmaat, but that a similar exchange of services would be entirely appropriate in certain kinds of business negotiation. Thus threats to freeze bank accounts may be inappropriate in a bank-client relationship but not in a context of diplomatic negotiation.

It could happen that two parties are involved in both a persuasion and a negotiation dialogue without letting proceedings in either dialogue influence proceedings in the other dialogue. That might even be possible when both dialogues are intertwined (as explained in Section 3). But in that case one would sooner expect that proceedings in one dialogue would influence the proceedings in the other dialogue. In Section 3, we already pointed out that a persuasion dialogue may affect the available options in a negotiation dialogue. But how may pressure in a negotiation dialogue affect a persuasion dialogue?

The effect of such pressure could be that the party under pressure forgoes further attempts to elaborate her position in the persuasion dialogue or bites back its points of view, critical remarks, or arguments. When the message is delivered that the other party had better keep her mouth shut on a certain issue in the persuasion dialogue if she wants to avoid a sanction or pocket a reward in the negotiation dialogue, this will hinder the normal proceedings of the persuasion dialogue, which requires that all parties express everything they consider useful or important for resolving their difference of opinion. The more the pressure is increased the more it obstructs the kind of cooperation that is needed for a persuasion dialogue; ultimately, as a consequence of distrust, fear or irritation, a party under pressure may no longer be able or willing to start or continue a persuasion dialogue. Example 5 (Political blackmail) and Example 6 (Phone calls after office hours) seem to provide examples of such obstacles for persuasion dialogue, which in the first case would amount to a fallacy *ad baculum* and in the second case to a fallacy *ad carotam*.

Normally, parties will try to conceal their pressure, for example by framing the threat or the enticement as a warning or as advice. On a different occasion, we characterized the argumentative strategy “daddy-gets-angry” as a fallacy *argumentum ad baculum* where

the speaker disguises her own responsibility for carrying out the threat: "If you don't clean your room, your daddy gets angry" (2016, p. 337). Another way of cloaking the pressure in the fallacy *argumentum ad baculum*, or *ad carotam*, is by presenting the connected expediency argument, rather than the offer itself: "It is expedient for you to give up your position in this persuasion dialogue (next to accepting my offer), because only then will you avoid my sanction" (*ad baculum*); or: "It is expedient for you to give up your position in the persuasion dialogue, because only then will you obtain the reward" (*ad carotam*).

Walton goes beyond these observations, and *defines* the fallacy of *ad baculum* as "a strategic maneuver, a sophistical tactic, designed not only to strongly motivate the agent to whom it is directed, but also to artfully pretend that the arguer is acting in the helpful capacity of someone who is only giving friendly advice to the respondent" (2014, p. 304). Also, Bermejo-Luque adopts the position that in order for a threat (enticement) to count as a fallacy *argumentum ad baculum* (*ad carotam*), the speaker needs to conceal its non-argumentative nature, by presenting it as a warning (advice) (Bermejo-Luque 2008). We, however, do not see the cloaking as a warning (or as advice) as a necessary condition for committing the fallacy; for applying overt pressure in persuasion dialogue also violates the freedom rule. Instead, we see camouflage as an option with which to mitigate undesirable side effects of committing a fallacy. Walton discusses one of these side effects, namely that the speaker could be held accountable for his fallacy. Camouflage can make it more difficult to hold the speaker accountable: by the indirect nature of the threat the speaker retains a "route of plausible deniability" (p. 304). In addition, we think that disguising a threat as a warning (or an enticement as advice) makes it easier for the addressee to conform his or her behavior to the threat (or the enticement) without losing face.

Negotiation dialogues admit a certain degree of pressure, but, then, the kind and degree of admissible pressure depend on the kind of negotiation dialogue. Persuasion dialogues do not admit pressure. Therefore, as soon as a party in a public controversy exerts pressure within a persuasion dialogue, but also when it does so within a negotiation dialogue that is intertwined with the persua-

sion dialogue, and as a consequence—intentionally or not—hinders or even blocks the other party in its attempt to put forward a standpoint or express a critical stance in the persuasion dialogue, we say that there is a fallacy committed with respect to the persuasion dialogue: a fallacy *argumentum ad baculum* if the pressure is more like a kind of threat; a fallacy *argumentum ad carotam* if enticement is more prominent.

In case the pressure is exerted in a negotiation dialogue but hinders a persuasion dialogue, we shall say that a fallacy has been *induced*. Such effects cannot always be avoided, but even if they occur it is not excluded that the public controversy will as a whole achieve a reasonable outcome. Moreover, a party may have good reasons to exert pressure, for instance in order to counterbalance pressure exerted by the other party and to get that party to adopt a more reasonable attitude (Jacobs 2009; van Laar and Krabbe 2016).

5. Conclusion

Exerting pressure in a public controversy will sometimes be necessary. In negotiation a certain amount of pressure is unavoidable, but even in that case it does not mean that all kinds of pressure are equally legitimate. Nor does it mean that there are no *ad baculum* or *ad carotam* fallacies: indeed, such fallacies may occur in the persuasion dialogues that also belong to the controversy. Because negotiation dialogues and persuasion dialogues are intertwined, the legitimate kind of pressure that is exerted in the former dialogues may induce these fallacies in the latter dialogues. From the normative perspective of negotiation dialogues, nothing much may be the matter, yet from that of persuasion dialogues, the argumentation is somehow defective.

It is a task for argumentation theory also to provide the means of defense for this kind of situation, in which contributions to the discussion are normal from one normative perspective but abnormal from another.

We conclude, on the one hand, that the exertion of pressure, whether in the form of threats or in that of enticements, can further the achievement of a reasonable outcome of a public controversy as long as the kinds of pressure one applies do typically belong to the

kinds of negotiation dialogues in which they are applied, but, on the other hand, that the exertion of pressure can be an obstacle to a reasonable outcome when it affects (directly or through negotiation dialogues) the proceeding of a persuasion dialogue that belongs to the same public controversy.

Acknowledgements: For helpful critical remarks, we want to thank our audiences at the VIOT conference in Groningen (2018) and the ISSA conference in Amsterdam (2018). Earlier versions of this paper appeared in the proceedings of these two conferences (van Laar and Krabbe 2019a and 2019b).

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