

unless he does, he will be committed to the implausible view that the fact that some act is permitted by a principle that others could reasonably reject provides us with a reason not to do it over and above the reasons others have to reject this principle. Scanlon's critics have not, I have argued, shown that his contractualist principle is redundant. They have, however, shown that there is good reason to think that reasonable rejectability does not provide a reason not to do some act in addition to the reasons for rejection. In doing this they show that Scanlon should abandon his view that wrongness is a reason-providing property.⁷

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Is there a Lockean argument against expressivism?

MICHAEL SMITH & DANIEL STOLJAR

1. Introduction

It is sometimes suggested that expressivism in meta-ethics is to be criticized on grounds which do not themselves concern meta-ethics in particular, but which rather concern philosophy of language more generally.¹ Frank Jackson and Philip Pettit (1998; see also Jackson and Pettit 1999, and Jackson 2001) have recently advanced a novel version of such an argu-

¹ The *locus classicus* is Geach 1956. For some more recent discussion see Horwich 1993.

ment. They begin by noting that expressivism in its central form² makes two claims – that ethical sentences are not truth evaluable, and that to assert an ethical sentence is to express one's desires or feelings rather than to report a fact. They then argue that, given some plausible premisses in the philosophy of language emanating mainly from Locke, the two central claims of expressivism are contradictory: when combined with the plausible premisses, they say, the second claim refutes the first. The purpose of this paper is to formulate Jackson and Pettit's Lockean argument, and to suggest that it fails.

2. The argument formulated

The place to start is the main passage in which Jackson and Pettit present their argument:

Locke observes that, because it is contingent and fundamentally arbitrary that we use the words we do for the things we do use them for, our ending up with the conventions or arrangements we have in fact ended up with is to be understood in terms of our, explicitly or implicitly, entering into agreements for the use of these words for these things. However, entering such agreements requires that we *know* what it is that we are using the words for. As Locke puts it, 'Words being voluntary signs, they cannot be voluntary signs imposed by him *on things he knows not*.... they would be signs of he knows not what, which is in truth to be *the signs of nothing*.' In other words, because the word 'square' is a voluntary, agreed-on conventional sign of the property we use it for, the explanation of how it is that we come to use it for that property requires that, on certain occasions, we *take* something to be square, and use this fact to found the convention of using the word 'square' for that property.... If this line of thought is right, then any explanation of how we English speakers came to use the voluntary sign 'good' for the attitude we do use it to express, according to expressivists, must allow that we *recognize* the attitude in question in us. For, to follow Locke, we could hardly have agreed to use the word for an attitude we did not recognize and failed to believe we had, since that would be to use the word for 'we know not what'. But that is to say that expressivists must allow that we use the word sincerely only when we *believe* that we have a certain kind of attitude. And then it is hard to see how they can avoid conceding truth conditions to 'That is good', namely, those of that belief. Not only will the sentence

² Some expressivists resist this formulation and seek to respond to Jackson and Pettit in that way – see e.g. Ridge 1999 – but the formulation will not be questioned here. See also Jackson and Pettit 1999.

'That is good' express the attitude alleged, it will be true just in case the attitude is present and false otherwise: it will in some sense, however broad, report the presence of that attitude. Expressivism will have become a variety of subjectivism. (1998: 241–42)

The central ideas about philosophy of language here can be brought out by considering the word 'square', and asking why a sentence such as 'x is square' is truth-evaluable (which of course it is).

To begin with, since 'x is square' might have meant anything at all, it is plausible to suppose, with Locke, that the fact that it means what it does must somehow be owing to a convention or implicit agreement about how to use the word.³ Moreover, it is surely true that when we enter into this agreement – that is, when we act on it more generally – we cannot but believe that something is square when we assert that x is square. That is, if we have agreed to use 'square' for square things, then, on those occasions when we do use the sentence 'x is square' of some object x, we must believe that x is square. A consequence of this – a consequence that is quite explicitly drawn in the last section of the passage – is that 'x is square' is truth-evaluable (or has truth conditions or is truth apt etc.). And of course, this is exactly as it should be, because 'x is square' is truth-evaluable.

We might focus the issues more directly by concentrating on two claims, which we will call the 'agreement claim' and the 'belief claim'. In the case of 'square', the agreement claim and the belief claim are these:

Agreement Claim (square):

We agreed to (sincerely) use 'x is square' for x's being square.

Belief Claim (square):

Acting on this agreement means using 'x is square' when we believe that x is square.

According to Jackson and Pettit, the Agreement Claim (square) and the Belief Claim (square) together conspire to show that 'x is square' is truth-evaluable. And certainly initially this is a plausible thing to say – though later we will examine the argument for this claim in more detail.

We are now in a position to state the Lockean argument against expressivism. The key point is that in the case of evaluative words such as 'good' and 'right' there are parallel agreement and belief claims, and that, since these claims lead to truth-evaluability in the case of 'square', they should likewise do so for the evaluative case. Taking 'good' as our example, the agreement claim and the belief claim would be these:

³ See Locke 1689, Book III, Chapter 2. As Jackson and Pettit note, the modern incarnation of the Lockean view is the Gricean tradition of Grice 1957, Lewis 1969, Schiffer 1973 and Bennett 1975. One might respond to the Lockean argument by rejecting this tradition – but again that is not a strategy we will adopt here.

Agreement Claim (good):

We agreed to (sincerely) use 'x is good' when we approve of x.

Belief Claim (good):

Acting on this agreement means using 'x is good' when we believe that we approve of x.

Since these two claims are analogous to the claims we isolated in the case of 'square', there is no choice but to assume that claims such as 'x is good' are truth-evaluable just as 'x is square' is. However, since expressivists are committed to denying that 'x is good' is truth-evaluable they must give up either the Agreement Claim (good) or the Belief Claim (good). However – and there is the nub of the argument – neither of these can be legitimately rejected by expressivists, or at least cannot if they want to maintain both expressivism and the Lockean philosophy of language.

One might put the point in terms of the two central claims of expressivism distinguished earlier – the claim that ethical sentences are not truth-evaluable, and the claim that we assert such sentences in order to express our feelings or desires and not to report a fact. According to the Lockean argument, the Agreement Claim (good) and the Belief Claim (good) together entail that 'x is good' is truth-evaluable. But this contradicts the first claim of expressivism, viz. that such sentences are not truth-evaluable. Expressivists cannot give up the Agreement Claim (good) without compromising their position, for that is a formulation in Lockean terms of (part of) their second claim⁴ – that in asserting such sentences one is expressing one's feelings or desires. And nor can expressivists respond by giving up the Belief Claim (good) – for that claim is sanctioned by Lockean philosophy of language.

However, if this is the argument offered by Jackson and Pettit, there is at least the following ground on which it can be criticized. The argument neglects the fact that the Agreement Claim (square) and the Agreement Claim (good) are different.⁵ In the first case, we have an agreement to use 'square' for something – and the 'for' here seems to indicate that we have agreed to use it to stand for something, or to truly apply to square things. In the second case, we have an agreement to use 'good' when we are in a certain psychological state. But on the face of it these two agreements –

⁴ Part of, because the second claim of expressivism itself divides into two: the claim that in asserting an ethical sentence one is expressing one's desires or feeling, and the claim that in asserting an ethical sentence one is not reporting a fact. The agreement claim is a formulation in Lockean terms of the first part of this second claim.

⁵ The line of argument we are about to develop concedes both the Belief Claim (good) and the Belief Claim (square). However, it is worth noting that one might well resist the Belief Claim (good) even if one agrees that the Belief Claim (square) is plausible. See n. 8.

for-agreements and *when-agreements*, as we might call them – are different. And this opens up the possibility of a response to the Lockean argument. The response is this. In the case of ‘square’ we have a for-agreement and this explains why assertions of ‘*x* is square’ are truth evaluable. On the other hand, in the case of ‘good’ all we have is a when-agreement. But we have so far been given no reason to suppose that when-agreements by themselves generate truth evaluability. Unless the distinction between when- and for-agreements can be shown to be illegitimate or irrelevant there is no cause for alarm here for the expressivist.⁶

3. Indicative conditionals

The distinction between for-agreements and when-agreements provides only a prima facie objection to the Lockean argument. But the objection can be bolstered by considering a view mentioned by Jackson in another connection (Jackson 2001): the view that indicative conditionals are not truth evaluable – CANT, as we may call this view.⁷

CANT closely parallels expressivism in that it makes two claims: that indicative conditionals – sentences of the form ‘If it rains, the match is cancelled’ – are not truth evaluable; and, second, that we assert such sentences when we have a particular ratio of credences, but not to report any conditional facts. That is, it is appropriate to assert ‘If it rains, the match is cancelled’ when – to put it rather roughly – (i) you believe that it rains to some degree *d*, and (ii) you believe the match is cancelled to some degree *d** and (iii) *d* and *d** stand in the right sort of relation.

The first point to make is that in the case of indicative conditionals we can likewise formulate an agreement claim and a belief claim.

Agreement claim (If it rains, the match is cancelled):

We agree to use ‘if it rains, the match is cancelled’ when we have the appropriate ratio of credences.

⁶ It is important here to reconsider a part of the passage quoted at the beginning (emphasis added): ‘any explanation of how we English speakers came to use the voluntary sign “good” for the attitude we do use it to express, according to expressivists, must allow that we *recognize* the attitude in question in us. For, to follow Locke, we could hardly have agreed to use the word *for* an attitude we did not recognize and failed to believe we had, for that would be to use the word *for* “we know not what”’. Note that Jackson and Pettit here ascribe to expressivists the view that we agree to use ‘good’ for certain attitudes, not *when* we have certain attitudes. Our suggestion, if you like, is that expressivists should reject this formulation of their view. They should insist that Jackson and Pettit provide some argument that moves them (i.e. the expressivists) from a when-agreement to a for-agreement.

⁷ Cf. Adams 1975.

Belief claim (If it rains, the match is cancelled):

When we act on this agreement we must believe that we have this ratio of credences.⁸

If the Lockean argument that Jackson and Pettit are mounting works in the case of ‘good’, then it must likewise work in the case of ‘If it rains, the match is cancelled’. But – as at least Jackson makes clear (2001: 16) – it does *not* work in the case of ‘If it rains, the match is cancelled’. For – he says – it is in fact quite possible to hold that ‘If it rains, the match is cancelled’ is not truth-evaluable but is only used *when* we have the appropriate ratio of credences. So at this point we face two important questions: why does the argument not work against CANT, and what does its not working against CANT tell us about whether it works against expressivism?

Our answer to the first of these questions has to do with the distinction between when- and for-agreements. If CANT is true, we have in the case of indicative conditionals an agreement to assert ‘If it rains, the match is cancelled’ *when* we have a certain ratio of credences. But we do not have an agreement to assert ‘If it rains, the match is cancelled’ *for* a certain conditional fact, and neither do we have an agreement to assert the sentence *for* that ratio of credences. This seems to be the reason that the Lockean Argument fails in the case of CANT. However – and this is our answer to the second question – if this is the reason that it fails in the case of CANT, it should likewise fail in the case of expressivism. For if expressivism is true, the case of ‘good’ presents us with a when-agreement, not a for-agreement. In short, the problem for Jackson and Pettit is that, by their own lights – or, at any rate, by the lights of Jackson – the Lockean argument works in the case of ‘square’ but does not work in the case of ‘If it rains, the match is cancelled’. But the case of ‘good’ is, on the parameter we have isolated, more like ‘If it rains, the match is cancelled’, and this suggests that there is no Lockean argument against expressivism.

⁸ Again, while we are agreeing with the various belief claims discussed in the text, it is worth asking whether the defender of CANT should accept the Belief Claim (if it rains the match is cancelled). Mightn’t the defender of CANT insist that in order to act in accordance with our agreement to use ‘If it rains, the match will be cancelled’ when we have a certain ratio of credences it suffices that we have that ratio of credences, that our use of the sentence ‘If it rains, the match is cancelled’ conveys that ratio of credences, and that we believe of such uses that they accord with our agreement? In order to see that these conditions do not entail the Belief Claim (if it rains the match is cancelled), note that it seems at least possible that someone could believe of his uses of ‘If it rains, the match is cancelled’ that they accord with the agreement he made about how to use that sentence – which, as it happens, was an agreement to use that sentence when he has a certain ratio of credences – even while admitting that he has forgotten the details of that agreement.

There is also a further point to make about the analogy between CANT and expressivism. Expressivists have traditionally sought to distinguish themselves from another position, subjectivism, which is the view that sentences of the form 'x is good' mean 'I approve of x', and thus that when one asserts this sentence one reports one's psychological state. Part of the rhetorical power of Jackson and Pettit's argument is that, if successful, it shows that expressivists will not be able to distinguish themselves from subjectivism in the way that they have wanted. Since subjectivism looms large for expressivism this, if true, is an extremely effective point. It is thus worth pointing out, in this connection, that there is a position which stands to CANT just as subjectivism stands to expressivism – though, we hasten to add, a position that nobody has endorsed, to our knowledge. According to this view, in asserting an indicative conditional one is reporting oneself as having a particular ratio of credences. The question for Jackson and Pettit is why they do not suppose that the Lockean Argument, if it succeeds in establishing that expressivism cannot distinguish itself from subjectivism, does not likewise establish that CANT cannot distinguish itself from this position. We can think of no answer to this question.⁹

4. Objections and replies

So far we have suggested that the Lockean argument fails because it fails to distinguish when-agreements from for-agreements, a point that receives considerable support from the case of indicative conditionals. How might one move to defend the argument from this criticism? There are three main objections to the line of thought we have been considering.

Objection #1. The distinction between for-agreements and when-agreements is beside the point because both sorts of agreement lead to the relevant claims about truth evaluability.

However, the response to this objection is straightforward. The case of indicative conditionals shows that one can have a when-agreement without truth evaluability, so there seems to be no easy inference here.

Objection #2. While there is a difference between for-agreements and when-agreements, the distinction is irrelevant to the Lockean argument, since it is the belief claim, and not the agreement claim, which guarantees

⁹ What if there were telling independent reasons for supposing that a position on indicative conditionals parallel to subjectivism in ethics is false? Would that provide the needed explanation? We think that that would make things worse for Jackson and Pettit, not better. For their argument against expressivism has the same form as the argument for the collapse of CANT into a position on indicative conditionals parallel to subjectivism in ethics. If, for some reason, the latter argument doesn't go through, then that would suffice to show that arguments of that form are not in general persuasive.

the truth evaluability of the relevant sentences. And we have the belief claim in both cases.

One reply to this objection appeals again to indicative conditionals. In this case, we seem to have a belief claim without truth evaluability. However, there is a further point to be mentioned in this connection. For Jackson and Pettit *do* often suggest that the belief claim shows that assertions of the relevant sentences are truth evaluable. In short, they appear to move from 'A asserts S when A believes that p' to 'In asserting S, A expresses the belief that p' and then finally to 'S is truth evaluable'. However, this two-step inference is mistaken. The expressivist should agree that when asserting 'x is good' one believes certain things, among them that one approves of x. But they should not agree that it follows that 'x is good' is truth evaluable.

The point can be developed by distinguishing two things one might mean when one says that a person expresses his or her beliefs in asserting some sentence or other.

Expression (weak sense)

In asserting a sentence S, A expresses the belief that p just in case there is an agreement that A asserts S when A believes that p.

Expression (strong sense)

In asserting a sentence S, A expresses the belief that p just in case there is an agreement that A asserts S when (i) A believes that p; and (ii) A intends the assertion of S to report the content of the belief that p.

Taking expression of belief in its weak sense, we do indeed have an inference from 'A asserts S when A believes that p' to 'In asserting S, A expresses the belief that p'. But on that interpretation, there is no reason to draw the further conclusion that S is truth evaluable. On the other hand, taking expression of belief in its strong sense, we do indeed have an inference from 'In asserting S, A expresses the belief that p' to 'S is truth evaluable', but we no longer have a reason to move from 'A asserts S when A believes that p' to 'In asserting S, A expresses the belief that p'. The trouble for Jackson and Pettit is that they seem to have confused the weak sense of belief expression with the strong sense.

Objection #3. The distinction between when-agreements and for-agreements is unimportant because what the belief claim does is transform a when-agreement into a for-agreement and vice versa. Hence, if you agree that a for-agreement guarantees truth evaluability, and if you agree with the belief claim, you must agree that you have truth evaluability if you have a when-agreement.

What is true about this objection is that the belief claim *does* seem to transform a for-agreement into a when-agreement. For example, in the case of

' x is square' we start with a for-agreement, we notice the Belief Claim (square) and we immediately seem to have a when-agreement. However, it's hard to see how the reverse is true – and it is this claim that is required if the objection is going to work. For how can a belief claim all by itself turn a when-agreement into a for-agreement? We might concede that 'good' could not be used when we have certain attitudes if we did not believe that we had these attitudes. But the mere fact that we must have this belief does nothing to suggest that we have implicitly agreed to use 'good' for these attitudes. Consider indicative conditionals again. Suppose it is true that we must believe that we have a certain ratio of credences to use 'If it rains, the match is cancelled' when we have that ratio of credences. Would that show that we have agreed implicitly to use 'If it rains, the match is cancelled' for that ratio of credences? Surely not – but if not, it cannot be true, contrary to the objection, that the belief claim transforms a when-agreement into a for-agreement.¹⁰

5. Conclusion

We have suggested that the Lockean argument fails, but we have said little so far about what might have led Jackson and Pettit to mistakenly suppose that it is successful, nor have we considered a distinction that looms large in their discussion, the distinction between reporting and expressing. We will close by speaking briefly to the diagnostic issue and saying something about the reporting/expressing distinction.

In our view, Jackson and Pettit's mistake comes right at the beginning when they explain why ' x is square' is truth evaluable. Jackson and Pettit emphasize the truth of the Belief Claim (square), and they are certainly right to do so. However, they also suggest that the Belief Claim (square) plays a crucial role in explaining why ' x is square' is truth evaluable. But, as we in effect saw previously in our discussion of expression of belief, there is no reason to move from 'A asserts S when A believes that p ' to ' S is truth evaluable'. What this suggests in turn is that the Belief Claim (square), while true, is in fact completely irrelevant in securing the conclusion that

¹⁰ In saying that a belief claim does not transform a when-agreement into a for-agreement, we do not mean to deny that there might be when-agreements which are also for-agreements. For example, consider the agreement to assert a sentence *when* one intends that assertion to report a fact – such an agreement is in fact implicit in Expression (Strong Sense). In this case, we seem to have a when-agreement which is also a for-agreement. However, this possibility is irrelevant to the main point we want to make. What is at issue is not whether there might be when-agreements which are also for-agreements, what is at issue is whether there are when-agreements which are *not* for-agreements. In effect, Jackson and Pettit are suggesting that *any* when-agreement, when combined with a belief claim, yields a for-agreement. It is precisely this last point which we think is mistaken.

' x is square' is truth evaluable. What secures that conclusion is not the Belief Claim (square) but rather the nature of the agreement entered into – in our terminology, that the agreement in question is a for-agreement, and not merely a when-agreement. In particular, what secures the fact that ' x is square' is truth evaluable is that we agreed to use 'square' for squares, or, if you like, to use ' x is square' to report the fact that x is square. Hence, while the belief claim might perfectly well be true – not only in the case of 'square' but also in the case of 'good' and 'If it rains, the match is cancelled' – it is not *this* claim that guarantees truth evaluability.

Similar considerations tell against what Jackson and Pettit say about the reporting/expressing distinction. The Lockean argument is presented by them as a challenge to the expressivists to explain their use of this distinction. As we have noted, expressivists say that assertions of ' x is good' express feelings or desires and do not report anything. Jackson and Pettit ask what can possibility be meant by 'express' in this context. On the one hand, they say, one might mean 'expression' as it occurs in 'his wincing expressed his pain'. But that belies the conventional nature of the words such as ' x is good'. On the other hand, one might mean 'expression' as it occurs in talk of expression of belief. But from this, Jackson and Pettit argue, it follows that evaluative sentences are truth evaluable after all. The distinctions we have introduced show the mistake in this line of thought. We may agree with Jackson and Pettit that expression always involves expression of belief. But it does not follow that expressing always involves reporting. The crucial thing is what, if anything, you agreed to use your words *for*, not what you believe when you use your words.¹¹

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¹¹ We would like to thank Simon Blackburn, Frank Jackson and Philip Pettit for useful discussion.

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Locke, expressivism, conditionals

FRANK JACKSON & PHILIP PETTIT

1. Introduction

The sentence 'x is square' might have had different truth conditions from those it in fact has. It might have had no truth conditions at all. Its having truth conditions and its having the ones it has rest on empirical facts about our use of 'x is square'. What empirical facts? Any answer that goes into detail is inevitably highly controversial, but we think that there is a rough answer that is, by philosophers' standards, relatively uncontroversial. It goes back to Locke 1689 and beyond, and is best known to contemporary philosophers through the work of Grice 1957 and Lewis 1969. It is that we (usually implicitly) agreed, as a matter of contingent fact, to use 'x is square' as a way of conveying our taking it to be the case that x is square.

In Jackson and Pettit 1998 we argue that this Lockean picture makes trouble for expressivism in ethics. Expressivists hold that 'x is good', for example, expresses a certain pro-attitude towards x. But it does not report the attitude; indeed, it does not report anything, which is how expressivists reach their distinctive position that 'x is good' lacks truth conditions. But we acquire ethical language through a process of entering agreements to use ethical language in certain circumstances, and we argued that expressivists have to hold that we learn to use 'x is good' when we believe that we have the relevant pro-attitude – they can hardly hold that we learn to use it when we have no idea what our attitudes are or believe them to be negative towards x – and want to convey this fact. However, on the Lockean picture, entering this kind of agreement is what it is for 'x is good' to be true if and only if the speaker has the relevant pro-attitude towards x. If the Lockean picture is correct, there is, as a thesis in the philosophy of language, no room for expressivism in the constellation of ethical theories.

Of course expressivists were right to point out that 'hooray' expresses approval without reporting it and without having truth conditions. But 'hooray' is not part of a set of fine-grained, detailed agreements in the way ethical terms must be if we are to make sense of their role in ethical debate. It could have been, in which case it would have had truth conditions but, as a matter of fact, it isn't.

That, in a nutshell, was our argument from Locke against expressivism. Smith and Stoljar 2003 argue that, without calling into question the Lockean picture, you can see that our argument fails. It overlooks the key distinction between agreements *for* and agreements *when* and, they go on to argue, this distinction is crucial to understanding how indicative conditionals might lack truth conditions despite the fact we acquire the indicative conditional construction through a process of entering agreements to use it in certain circumstances. So, on their view, the example of indicative conditionals nicely bolsters their case for the importance of this distinction.

2. Agreements *when* and *for*

Smith and Stoljar encapsulate the Lockean picture for 'square' in two claims (we quote)

'Agreement Claim (square):

We agreed to (sincerely) use "x is square" for x's being square.'

'Belief Claim (square):

Acting on this agreement means using "x is square" when we believe that x is square.'

They suggest that our argument is that, analogously, expressivists must allow that we have in the case of 'good' (again we quote)

'Agreement Claim (good):

We agreed to (sincerely) use "x is good" when we approve of x.'

'Belief Claim (good):

Acting on this agreement means using "x is good" when we believe that we approve of x.'

They then represent us as concluding from the analogy between the two cases that expressivists must allow that 'square' and 'good' are alike in standing for something and as forming truth-evaluable sentences: 'x is square (good)' being true iff x has that which 'square (good)' stands for.

They are right that there is a problem for the argument as they represent it. The cases are not sufficiently analogous. The Agreement Claim in the case of 'square' is expressed in terms of an agreement *for*, the Agreement Claim in the case of 'good' is expressed in terms of an agreement *when*, and