

Honesty in negotiation

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There has been much controversy about honesty requirements in bargaining. There are specific questions about whether or how it may be acceptable to deceive other parties in a bargaining situation. Various writers suggest that there is a recognized practice of deception in negotiation (Carr 1968, Carson *et al.* 1982, Lewicki 1982, Dees and Cramton 1991, Carson 1993, Cramton and Dees 1993, Strudler 1995). At the same time, other writers have called into question the desirability or prevalence of deception. For example, there is evidence that pretending about commitments – bluffing – is a tactic that involves significant costs, and can escalate conflict levels (Womack 1990: 82). Byrnes says forcibly:

“You know the game. We ask for a lot, you make a counterproposal, then we counter yours, and so on. That’s what bargaining is all about”. If that is what bargaining is all about, many people want no part of it. They feel it is a game that mandates dishonesty, exaggeration, manipulation, bombastic speeches, and even personally abrasive statements.’ (Byrnes 1987: 97)

While some writers argue that deception in bargaining is often justified as a form of self-defense (Carson 1993: 318, Cramton and Dees 1991), others question its necessity or justification (Adler and Bigoness 1992: 354). Some well-known historical figures and some recent writers have advocated complete honesty (for references see Chertkoff *et al.* 1977: 21–22, Henderson 1989, Englehardt and Evans 1994: 253). Honesty is unconditional, and ‘a good negotiator should resist the temptation to be dishonest when dealing with a partner whose honesty is questionable’ (Nyerges 1987: 24). Henderson suggests that rather than engaging in reciprocal deception, ‘if either party suspects that the other is not dealing

honestly, fairly and in good faith, it should terminate discussions and pursue the transaction with different parties, or not at all’ (1989: 33). Those writers differ from Dees and Cramton, who contend that ‘when it is not feasible to establish grounds for trust and reciprocity, one is entitled to use otherwise immoral practices’ (Dees and Cramton 1991: 147, see also Dees and Cramton 1995: 829). In what follows, I attempt to identify the reasons for ethical concern about deception and about some other dubious forms of influence in negotiation, and I argue against the idea that such forms of influence are justified out of self-defense or on grounds of fairness.

Deception and other forms of influence

At least some of the controversy about deception in bargaining can be explained by the complexity of ‘deception’. For example, there may be some argument about whether concealment or failure to reveal something constitutes ‘deception’ properly so-called (Dees and Cramton 1991: 155). Concealment or failure to reveal might be permissible in circumstances where lying or overtly misleading behavior might not be (Carr 1968: 152). If so, what is important is whether and why there may be a difference.

A similar question about what is permissible arises with regard to other sorts of influence in negotiation: for example, where one party distracts another or puts them under time pressure, or uses methods of ‘impression management’. Various research has identified factors which affect people’s perceptions, inferences and decision-making in ways which are predictable and do not necessarily reflect autonomous, self-guided behavior (Nisbett and Ross 1980; Cialdini 1993).

Some such factors are particularly relevant to the behavior of negotiators (Pruitt 1981: 23, Bazerman and Neale 1992, Pruitt and Carnevale 1993: 83–100). Methods of ‘impression management’ are ways of using these; for example, by influencing the extent to which other parties ‘frame’ something as a gain or a loss (Bazerman and Neale 1992: 31–41, Pruitt and Carnevale 1993: 95–99). There are then problems about when such influence tactics are legitimate and when they are not, and these problems are similar to questions about when deceptive behavior is legitimate.

Friedman and Shapiro suggest that impression management may be a necessary part of the negotiating process:

‘Tactics such as hiding information and shaping impressions are often necessary and do work. To teach that negotiators should abandon all impression management tactics would be unwise from an analytic perspective, would make the teacher appear naïve.’ (Friedman and Shapiro 1995: 250)

But which should be abandoned and which may be retained?

Cialdini notes the effects of what he refers to as ‘trigger principles’, principles that explain people’s influence over one another. Examples include: reciprocity, where people reciprocate favors; scarcity, where people influence others’ choice by giving them an impression about the scarcity of a resource; authority, where one allows oneself to be perceived as an authority on a particular matter; and others (Cialdini 1987: 161, Cialdini 1993). It seems clear that these sorts of ‘triggers’ can influence us without our consciously deliberating about what to do, and we can use these triggers to influence one another.

In assessing ethical requirements on the use of ‘trigger principles’, Cialdini contrasts two sorts of case. The first he refers to as ones where people ‘smuggle’ influence triggers into a situation, whereas the second are more legitimate cases where we act as ‘detectives’ to discern what triggers of influence already exist in the situation. Thus, we might smuggle in the influence of reciprocity by contriving a situation where we allow others to believe that we are responsible for some benefit they have achieved, or we may

acceptably use the trigger of authority if we show them expertise we genuinely have. He suggests that ‘it is acceptable to use the trigger if it resides naturally in the existing setting; it is objectionable, however, to import and use the trigger if it is not an inherent part of the setting’ (Cialdini 1987: 160). By using ‘natural’ triggers, he suggests, it may be possible for one to be both ethical and effective.

The idea that it may be acceptable to use ‘natural’ triggers of influence but not ones that have been ‘smuggled in’ suggests an account of when deception in negotiation is wrong. Where there are ‘natural’ triggers of influence then people may be able to take account of the sorts of things that they know tend to influence them, and make allowances accordingly. To that extent, they can remain autonomous subjects (Benn 1988: Ch. 10). But where such triggers are ‘smuggled in’, people are unable to make a realistic estimate of the influences on them in a way that allows them to take account of those influences and decide accordingly.

The key point is that we have an obligation to acknowledge other self-conscious subjects as beings like ourselves, to respect their need for an understanding of the world which is as accurate as our own, and to allow them to make morally responsible decisions. Where there are ‘natural’ triggers in Cialdini’s sense, there is nothing about the situation which is known to us but concealed from others, which they might reasonably want to take account of in choosing what to do. Where triggers are ‘smuggled in’, others might well have chosen differently if they had known what we know. Their ignorance detracts from their moral responsibility for what they do, and our maintaining their ignorance implies low regard for them as active subjects.

On this account, a basic point about cases where deception, concealment, or failure to reveal are not justifiable in negotiation, is that in such situations deceiving others or withholding information from them impairs their responsibility for what they do (Feinberg 1986: 162). Similarly, people may be less responsible for their decisions on account of such factors as lack of time to work out the right decision, distraction or confusion, or

other factors that inhibit rational deliberation (see Feinberg 1971: 7). Using these as tactics of influence will also be questionable. This approach explains a general difference between legitimate and illegitimate forms of influence on other parties in negotiation. It explains why lying and overt deception are characteristically worse than failure to reveal some information, since in the latter case others may be able to reach whatever morally responsible decision is possible in the awareness that their information is not complete.

It may be a requirement that others be made aware that information is not complete. This accounts for the fact that failure to reveal may be justified by giving a warning: 'a principled negotiator need not disclose information or intentions so long as the negotiator makes clear that he or she is withholding information and is doing so for good reasons' (Adler and Bigoness 1992: 354, Fisher and Ury 1981: 140). Similarly, Byrnes suggests that:

'There is nothing wrong with sitting tight and not offering anything until the time is right. This approach is both effective and ethical. Of course, the other side should be told of your approach and the reasons for it. Ethical negotiators are always open and frank with the other party.' (Byrnes 1987: 99)

A warning to another party that their information is incomplete is only one instance of the sort of thing that may be appropriate. In general, if I am aware that your decision may result from factors that influence it unreasonably, I may have an obligation to bring that to your attention for you to deal with. Such obligations reflect our desire to live in a community of self-directed persons who make responsible, informed decisions. But making you aware of those influences may be the limit of my obligation, if they are influences you could reasonably be expected to take account of in your decisions.

In practice, it will not always be easy to see what that implies. So far as deception goes, it certainly seems to be true that 'some cases of lying are morally right and some cases of simple withholding of information are morally wrong' (Engelhardt and Evans 1994: 250, Jackson 1993: 184).

The basic criterion is that others be given such information as I have available as would allow them to make a responsible decision. If I withhold information which would have made a difference to what it was reasonable for them to decide on, or if I induce false beliefs which affect their decisions, or otherwise allow them to be influenced in ways I could have prevented, then I have not treated them as active subjects like myself, and other things being equal they can disclaim some responsibility for what they do.

Deception about reservation prices

In any particular case, what is involved in treating others as autonomous decision-makers depends on how they will interpret my actions and intentions. Whether it is legitimate to make a false statement, or conceal some information, or fail to reveal it, depends partly upon what others expect. Some writers suggest that it is often permissible to be deceptive in negotiation because people's expectations are different than they usually are. Carr goes so far as to suggest that there is no lying, or no deception, in negotiation, because people are interpreting one another's statements differently than usual (Carr 1968: 143). Various subsequent writers develop a similar line of thought (Carson *et al.* 1982, Lewicki 1982: 428, Strudler 1995, Friedman and Shapiro 1995: 248). The suggestion is put most strongly in discussions of deception about reservation prices: the least parties will accept or the most they will yield. Dees and Cramton have identified it as a puzzle that we do not condemn deception about settlement issues in the way that we condemn other types of deception in negotiation (Dees and Cramton 1991: 137–8, 1995: 828). If it is true that deception about reservation prices is viewed more tolerantly than other deception, one explanation might be that in some contexts the meanings of people's utterances are construed in a non-standard way.

Now it is true that inferences may depend on context, as well as on the way the negotiator makes the statement. There may be some negotiations where all parties are aware that others are

not committed to the positions they are stating, just as people may not be committed to what they say in many other situations, ranging from jokes to role plays. But a number of writers generalize beyond that. Carson says that 'it is not expected that one will speak truthfully about one's negotiating position' (Carson 1993: 323), while Strudler claims that 'at the outset of the negotiation, both parties would know that they can expect lies' (Strudler 1995: 816–17). However, it is doubtful whether, as Strudler suggests, 'the conventions of deception are often clear'. Carson and his colleagues note that 'even if I don't *expect* you to believe that 10% is my final position, I probably still *hope* or intend to deceive you into thinking that I am unwilling to offer as much as 12%' (Carson *et al.* 1982: 17). There could be no such hope or intention if the conventions were clear. For parties to know that deception often occurs is much less than a convention, let alone a clear one, and leaves a significant ethical problem. As Dees and Cramton note, 'expecting deception is not sufficient to prevent it, or to fully mitigate its effects' (Dees and Cramton 1991: 152).

The idea that utterances in negotiation do have non-standard meanings that are clear to the parties may stem in part from the fact that agreement is often reached through concession exchange (Pruitt 1981: 91). The predictable exchange of concessions can make it seem that parties are not really committed to their initial statements. Moving from demand to concession can make it seem as though the demand was not intended seriously. However, Cialdini notes concession exchange to be an example of mutual influence through the mechanism of 'reciprocity' that occurs in many other contexts (Cialdini 1987: 152). The implication is that parties perceive one another to be forsaking items they were genuinely seeking, and this seems to be the best explanation of how concession exchange can lead to agreement (Provis 1996: 311–13). Parties' commitment to their opening positions may not be absolute or even firm. That commitment is a matter of degree. However, this is not the same as saying that 'deception thus may be a trial balloon that you expect to have shot down' (Strudler 1995: 817). The situation is often more complex than that.

People may commence negotiation by stating genuine preferences, and express some degree of commitment to them. If they subsequently revise their commitment, that does not show that it was absent to start with. Dees and Cramton emphasize that people's statements of settlement prices are not mere expressions of their preferences, and that there really is a 'fact of the matter' about people's reservation prices (Dees and Cramton 1991: 141). However, the fact of the matter about settlement preferences is often a fluid and changing matter of fact. During negotiation, parties are often well advised to reassess and clarify their desires and preferences (Lax and Sebenius 1986: 63–87). Research has suggested that effective negotiators consider a wider range of options than average negotiators, and are 'more likely to identify a range of possible outcomes than think in terms of fixed objectives' (Morley 1984: 221).

Because my preferences are often not completely fixed, part of the other's expressive behavior may be an attempt at persuasion, to convince me that certain options are in my own interests (Keough 1992). To the extent that I know that the other is trying to persuade me to change my preferences, my statements of my preferences will reasonably be tentative to some degree. It is irrational to commit myself to maintaining a stated position come what may, when I know that sometimes I become aware of new considerations and reasonably change my mind about something as a result (Bazerman and Neale 1992: Ch. 1). One aspect of being an autonomous subject is being able and willing to take account of the fact that I may wish to modify and adapt my preferences and expectations as I obtain further information. Some kinds of influence that cause me to change my preferences might not reflect rational, autonomous decision-making, but some do.

These points suggest an explanation of the issue Dees and Cramton identify, the fact that often there is acceptance of deception about reservation prices and such acceptance is also reflected in the law governing negotiation (Dees and Cramton 1991: 140; Carson *et al.* 1982: 15–16). The explanation is that in many situations parties may be willing to revise their preferences in the light of discussions and representations, and it would be

hopelessly difficult in practice to distinguish that situation from one where parties have a clear idea about their preferences but misrepresent them. This explains why there is greater acceptance of deception about reservation prices than of other types of deception in negotiation, such as statements to the effect that one has another offer. It is a better explanation than the mere suggestion that 'convention' dictates that the latter kinds of statements are expected to be true (Carson 1993: 322).

Deception and communication in negotiation

Concession exchange is one way for parties to progress toward agreement. As noted, it functions partly through the 'reciprocity' mechanism. However, concessions also serve to transmit information about parties' beliefs and priorities. Such transmission of information is an important part of the process (Provis 1996: 312–13). How to communicate effectively with one another in a situation of limited trust is a perennial difficulty for all negotiators (Gambetta 1988: 216). Negotiation often involves efforts to obtain information about the other party, and this is often mixed with dissimulation (Dees and Cramton 1991: 154). However, although that may be common, misrepresenting one's settlement preferences is generally not necessary in order to find out as much as possible about the preferences of the other party. In addition, dissimulation may exacerbate the other difficulty confronting negotiators in a situation of limited trust, the difficulty of how to transmit information, as well as to obtain it. (One could be advantaged by one's reservation price being thought higher than it is, but one might also be disadvantaged, since agreement may be inhibited.)

Pruitt notes that when trust between parties is weak, there are a number of low-risk strategies available. For example, there is the possibility of 'indirect communication', such as 'hints of a willingness to make a particular concession or to take some other coordinative action [which] carry the implication that a direct statement will be forthcoming if the other party concedes or shows

a willingness to reciprocate' (Pruitt 1981: 93). These hints may take any of a variety of forms such as eye glances or tentative statements. In evaluating negotiators' actions, we have to be aware that communication can have more than one 'channel'. Because such communication is ambiguous, it is 'disavowable' if the other party does not reciprocate, but 'what usually happens is a kind of ping-pong game of increasing clarity' (Pruitt 1981: 96). These strategies of indirect communication serve a defensive function of minimizing one's liability to exploitation, but do not require deception in order to be effective. They involve withholding some information, but they also involve willingness to reveal more if the other party reciprocates.

Ambiguity and vagueness provide opportunities for 'indirect communication'. Negotiators have to be sensitive to a multitude of factors about any utterance, including context, tone, syntax and much more (Gibbons *et al.* 1992: 157–59, compare Carson 1988: 512). Tone or context may discourage an interlocutor from accepting a statement at face value, and that effect may be an intentional part of the bargaining process. Does that involve deception? It seems not. On the contrary, there is evidence for a 'norm of truth in signaling' which becomes more binding the clearer the signal (Pruitt 1981: 97). Techniques of indirect communication may be viewed as means of achieving coordination where parties have limited trust for one another. They are then a means of self-protection. They do not involve uncritical openness, but on the other hand they do not necessarily involve the negotiator deliberately 'confusing or misleading the other side about her own settlement preferences' (Dees and Cramton 1991: 154), nor do they necessarily involve expectation or hope of selfish gain from such confusion or misdirection. They are compatible with mutual respect, but they allow both parties to protect themselves.

Problems about 'standard practice' and differences between parties

Dees and Cramton's key point is their claim of a presumption that others engage in deception in

negotiation, and that one is therefore justified in doing so oneself (1991: 147). Their view revolves around two related ideas. The first is the 'self-defense' idea that one is justified in doing something otherwise wrong if that is necessary to defend oneself against harm from others. The second is the idea that one's obligations are a matter of fairness, so that our obligations to others are mitigated if the others do not fulfil their obligations to us. Fairness is often appealed to as a justification for deception (Bok 1978: 81–83). In Dees and Cramton's discussion, the approach emerges in their 'Mutual Trust Principle' (Dees and Cramton 1991, Cramton and Dees 1993, Dees and Cramton 1995, Boatright 1992, Carson 1993, Gibson 1994, Strudler 1995). The basic idea is that

'It is unfair to require an individual to take a significant risk or incur a significant cost out of respect for the interests or moral rights of others, if that individual has no reasonable grounds for trusting that the relevant others will (or would) take the same risk or make the same sacrifice.' (Dees and Cramton 1991: 144)

The Mutual Trust Principle is supplemented by the idea that individuals ought to do what they can to establish possibilities for mutual trust in future, even though they cannot trust one another at present. However, the central emphasis is on fairness. Dees and Cramton contend that negotiation takes place in a 'trust-deficient social context', where they define this as 'a domain of human interaction in which participants lack reasonable grounds for trusting relevant others not to engage in morally regrettable conduct' (Dees and Cramton 1995: 829).

However, the fact that one lacks positive reasons to expect others to act rightly is too weak a condition to justify deception. If we accept the requirement to treat one another as autonomous subjects and to allow one another to make responsible decisions, an implication seems to be that we are obliged to ascertain one another's actual intentions and expectations in each concrete situation, so far as we can do so without disproportionate cost. For deceptive behavior to be justified on our part, we would need some clear reason to believe that others generally engage in

deception, some justified general presumption, and it is doubtful whether such a presumption is sound.

Dees and Cramton explicitly note the differences between negotiation and games like poker (Dees and Cramton 1991: 150–52), but the idea that deception can be expected still implies that negotiation and deceptive practices can be seen as a kind of game. That idea has attracted significant criticism since Carr's 1968 paper (e.g. Solomon 1994: Ch. 5), and much of the criticism is relevant to the alleged presumption of general deception. In many bargaining situations there are neither the explicit rules nor the implied consent which sanction the use of deception in games or sports. A stronger or more powerful party may claim there are, and may genuinely believe there are, but that may well be a self-deceptive, self-serving claim. There is ample scope and motivation for self-deception about others' expectations and intentions, both in particular cases and in general (Bok 1978: 132, Kleinig 1996: 129–30).

'Most people do not object to standard negotiating practices and those who enter into negotiations are justified in presuming acceptance of those practices by their counterparts'. (Carson 1993: 323)

But there are various reasons why people do not object to 'standard negotiating practices'. They are analogous to reasons why people in the past may not have complained about 'date rape': the expectation that they will be regarded as foolish, or that they will be thought to have changed their mind after the event, and so on. However, it is certainly possible to find some clear statements of dissatisfaction with 'standard practices', such as the statement by Byrnes quoted at the beginning of this paper.

We noted at the outset of the paper that a number of writers advocate honesty in negotiation, and we may infer that a significant proportion of negotiators approach negotiation along those lines. There are problems in evaluating evidence about how 'standard' deceptive practices really are, particularly when the evidence is more or less anecdotal (Dees and Cramton 1995: 829). Nisbett and Ross give the salutary example of research where some subjects involved in a Prisoner's Dilemma simulation approached it

co-operatively, others competitively. The latter were confirmed in their belief that everyone tended to act competitively, since their own approach compelled competitive behavior from others. On the other hand, those who approached the game cooperatively discovered that some others were cooperative like themselves, while others were competitive. Clearly, the second group arrived at a more accurate picture of people's behavior (Nisbett and Ross 1980: 188).

In fact, as we just noted, there is evidence that some people adopt a policy of general honesty, while others practice deception. There is at least enough variation so that there is an onus on us to discover in each new situation exactly how participants are approaching it. There are some situations where a fairly straightforward assessment allows us to discern that others' intentions are cooperative or benign. There are processes by which we can gradually come to inform ourselves whether another bargainer can be trusted or not. If these processes are not too costly for us then we have an obligation to use them. It is true that such processes are imperfect. Nevertheless, it is at least necessary to be very careful with any alleged evidence about the relative frequency of competitive versus cooperative behavior, and there is some reason to doubt the claim that 'few individuals are honest or trusting enough' to be open with one another and work out a mutually acceptable compromise (Carson *et al.* 1982: 15). For example, there is evidence of significant variation amongst cultures, individuals and periods (Argyle 1991).

Those points count against views such as those of Dees and Cramton (1991, 1995) and Strudler's that 'at the outset of the negotiation, both parties would know that they can expect lies' (Strudler 1995: 816). In fact, some parties are more likely to expect lies than others are. There are significant differences amongst parties. A major problem about applying a general presumption of deception is that we risk harming innocents. Many authors recognize that in evaluating deception it is important to take account of who is being deceived. Parties often differ in their understanding and sophistication (Bok 1978: 131, Kleinig 1996: 129). In general, my obligations in negotiation revolve around the understanding and

expectations of the other party. This goes some way to explaining the significance of practices and norms, since these are important in determining others' expectations. However, if we believe that there is a practice of deception, and simply assume that people we negotiate with are practising deception, we take the risk of doing them great harm. Carson and his colleagues refer to 'situations in which one of the parties is unfamiliar with standard negotiating procedures (e.g. children, immigrant laborers, naïve individuals or the mentally impaired), and ... enters into the discussion assuming that all of the parties will be perfectly candid' (Carson *et al.* 1982: 18). Dees and Cramton acknowledge that their view 'does not justify shrewd bargaining with parties known to be innocent or naïve, where their very naïvete provides a basis for trust' (Dees and Cramton 1991: 157–58). However, the examples of children, immigrant laborers, naïve individuals or the mentally impaired do not exhaust the list of cases where there are 'asymmetries in experience and knowledge' (Thompson 1990: 87). People's sophistication and experience vary widely, and I have an obligation to assess them as realistically as I can.

Furthermore, it is not only innocence and naïvete that are relevant. If one party is poorer or less powerful, that is also a relevant factor. Writers on these matters often seem to have in mind a universe of equal subjects, but certainly it is not the case that all of those who participate in economic bargaining are equally rich or powerful. If one party is significantly more powerful than the other then there may a special problem with the claim by Dees and Cramton noted above that 'when it is not feasible to establish grounds for trust and reciprocity, one is entitled to use otherwise immoral practices'. Weaker parties may need to have allowance made for their vulnerability. And inequality of power is not uncommon in business: representatives of large and powerful corporations negotiate with consumers or small suppliers, employers negotiate with needy employees and so on (Bok 1978: 131). That is why deception *simpliciter* is not a morally 'safe device', as Strudler suggests it is (Strudler 1995: 818). 'Business' is an important activity, but

it is not a well-defined one. Business is not set off from other human affairs in any way that allows us to pay less attention to one another or to expect one another to act according to set routines.

Practicality of an ethical stance

What does this imply about the practicality of an ethical stance in negotiation? Carr cites a businessman who believed that 'the golden rule, for all its value as an ideal for society, is simply not feasible as a guide for business' (Carr 1968: 146). However, if we take the classical statement of the Golden Rule to be 'do unto others as you would have them do unto you', it is not at all clear that it is impractical, if what we would have others do unto us is regard us as autonomous subjects, pay careful attention to our beliefs, expectations and interests, and seek to achieve a fair outcome on that basis. There is no presumption that 'business' deserves any special exemption from the requirements of the Golden Rule, if we bear in mind that our policies and strategies for action may and normally do include careful assessment of the circumstances of the particular case, including others' expectations and intentions, and what may constitute a fair outcome (see also Boatright 1992: 66, 69).

In assessing your situation, there is no clear limit to the relevant detail that I ought to take account of when I decide what to do. That is no different in principle from any other situation where I am assessing ethically relevant factors. I am obliged to discern what I can on the basis of a reasonable effort. What is a reasonable effort depends on the situation. While the issue is about ethical decision-making, it raises no differences in principle from other cases of risk assessment, where decisions have to be made about how much information is enough, where that decision itself is based on some information, and so on. The only difference is that here the risk is partly a moral risk: the risk of falling into moral error. In everyday practical negotiating, skills of discernment and of judgment will be required. Their exercise will undoubtedly be very complex. But there is a clear obligation on us to use those skills as well as we can, and not to

rely on a general presumption about deception.

In fact, when we are interacting with others we have a general obligation to take account of how they understand the situation. That affects their interpretation of what we do, and consequently affects their decisions and actions. When negotiating, we have to take account of how others understand the negotiating situation, and what they make of our actions and expressions. Acknowledging them as responsible active subjects involves us paying attention to their actual skills and expectations, rather than assuming that their skills and expectations conform to some general stereotype. None of this is to say that social practices and roles are irrelevant to deception in negotiation. Bok quotes Bonhoeffer's view that:

"telling the truth" means something different according to the particular situation in which one stands. Account must be taken of one's relationships at each particular time. The question must be asked whether and in what way a man is entitled to demand truthful speech of others. Speech between parents and children is, in the nature of the case, different from speech between man and wife, between friends, between teacher and pupil, government and subject, friend and foe, and in each case the truth which this speech conveys is also different.' (Bok 1978: 282)

The relationship one has with another may affect what is permissible partly because of what is normatively sanctioned for certain roles, and also because the existence of the roles affect people's expectations in that context, and there is an obligation on us to attend to one another's expectations. These roles and expectations derive from social practices. However, that is different from appealing to a practice of deception *per se*. It simply reflects the general point that our decisions about ethical action have to reflect many contextual factors.

They also require us to seek out a variety of options. If I simply ask you 'what will you settle for?' then one option may be for you to lie, another for you to expose yourself to exploitation. Dees and Cramton and other writers seem quite correct in suggesting that to insist on open exposure would be too strong a requirement. If

we are to say that deception ought to be avoided, we need to show that there is a middle course. Often there is, clearly. For instance, we may state that we are not revealing everything; we may change the subject; we may suggest that the question is not appropriate at that stage of discussion; and so on. We may embark on a process of indirect communication which declines to answer the question explicitly, but hints that we shall tell more if the other shows a willingness to tell more also. These are all possibilities to consider. However, there is no general rule for discovering such options. In fact, each situation we are in requires our full attention and is likely to need some attempts at creative effort if we are to fulfil the ethical requirements on us (Dees and Cramton 1991: 160, Dees and Cramton 1995: 825).

That sort of situation can be replicated many times in social environments where trust has broken down, and it over-simplifies merely to say that because trust has broken down, I am not obliged to be honest. That is true, so far as it goes, but I do have an obligation to search out ways to overcome others' fears in each situation, in order to allow open and honest communication. As Bonhoeffer says, telling the truth is not solely a matter of moral character, it is also a matter of correct appreciation of real situations and of serious reflection upon them.

References

- Adler, R.S. and Bigoness, W.J. 1992. 'Contemporary ethical issues in labor-management relations'. *Journal of Business Ethics*, 11, 351–360.
- Argyle, M. 1991. *Cooperation: the basis of sociability*. London: Routledge.
- Bazerman, M.H. and Neale, M.A. 1992. *Negotiating rationally*. New York: The Free Press.
- Benn, S.I. 1988. *A theory of freedom*. Cambridge: Cambridge University Press.
- Boatright, J.R. 1992. 'Morality in practice: Dees, Crampton, and Brer Rabbit on a problem of applied ethics'. *Business Ethics Quarterly*, 2:1, 63–73.
- Bok, S. 1978. *Lying: moral choice in public and private life*. London: Harvester.
- Byrnes, J.F. 1987. 'Negotiating: master the ethics'. *Personnel Journal*, 66:6, 97–101.
- Carr, A.Z. 1968. 'Is business bluffing ethical?' *Harvard Business Review*, Jan–Feb, 143–153.
- Carson, T.L. 1988. 'On the definition of lying: a reply to Jones and revisions'. *Journal of Business Ethics*, 7, 509–514.
- Carson, T.L. 1993. 'Second thoughts about bluffing'. *Business Ethics Quarterly*, 3:4, 317–341.
- Carson, T.L., Wokutch, R.E. and Murrmann, K.F. 1982. 'Bluffing in labor negotiations: legal and ethical issues'. *Journal of Business Ethics*, 1, 13–22.
- Chertkoff, J.M., Sherman, S.J., Till, A. and Hammerle, G. 1977. 'Reactions when the honesty or dishonesty of the other bargainer is discovered'. *Social Behavior and Personality*, 5:1, 21–31.
- Cialdini, R. 1987. 'Interpersonal influence: being ethical and effective'. In Oskamp, S. and Spacapan, S. (Eds.), *Interpersonal processes*: 148–165. Newbury Park, Calif.: Sage.
- Cialdini, R.B. 1993. *Influence: science and practice*, 3rd edition. New York: Harper Collins.
- Cramton, P.C. and Dees, J.G. 1993. 'Promoting honesty in negotiation: an exercise in practical ethics'. *Business Ethics Quarterly*, 3:4, 359–394.
- Dees, J.G. and Cramton, P.C. 1991. 'Shrewd bargaining on the moral frontier: toward a theory of morality in practice'. *Business Ethics Quarterly*, 1:2, 135–167.
- Dees, J.G. and Cramton, P.C. 1995. 'Deception and mutual trust: a reply to Strudler'. *Business Ethics Quarterly*, 5:4, 823–832.
- Englehardt, E.E. and Evans, D. 1994. 'Lies, deception, and public relations'. *Public Relations Review*, 20:3, 249–266.
- Feinberg, J. 1971. 'Legal paternalism'. *Canadian Journal of Philosophy*, 1:1, 106–124.
- Feinberg, J. 1986. *The moral limits of the criminal law*: Vol. 3: Harm to self. New York: Oxford University Press.
- Fisher, R. and Ury, W.L. 1981. *Getting to YES: negotiating agreement without giving in*. Boston: Houghton Mifflin.
- Friedman, R.A. and Shapiro, D.L. 1995. 'Deception and mutual gains bargaining: are they mutually exclusive?' *Negotiation Journal*, 11:3, 243–253.
- Gambetta, D. 1988. 'Can we trust trust?' In Gambetta, D. (Ed.), *Trust: making and breaking cooperative relations*: 213–237. Oxford: Blackwell.
- Gibbons, P., Bradac, J.J. and Busch, J.D. 1992. 'The role of language in negotiations: threats and promises'. In Putnam, L.L. and Roloff, M.E. (Eds.), *Communication and negotiation*: 156–175. Newbury Park, Calif.: Sage.

- Gibson, K. 1994. 'Harmony, Hobbes and rational negotiation: a reply to Dees and Cramton's "Promoting honesty in negotiation"'. *Business Ethics Quarterly*, 4:3, 373-381.
- Henderson, A.R. 1989. 'Business sales and acquisitions: the art of negotiation'. *CMA - the Management Accounting Magazine*, 63:2, 32-37.
- Jackson, J. 1993. 'On the morality of deception - does method matter? A reply to David Bakhurst'. *Journal of Medical Ethics*, 19, 183-187.
- Keough, C.M. 1992. 'Bargaining arguments and argumentative bargainers'. In Putnam, L.L. and Roloff, M.E. (Eds.), *Communication and negotiation*: 109-127. Newbury Park, Calif.: Sage.
- Kleinig, J. 1996. *The ethics of policing*. Cambridge: Cambridge University Press.
- Lax, D.A. and Sebenius, J.K. 1986. *The manager as negotiator*. New York: The Free Press.
- Lewicki, R.J. 1982. 'Ethical concerns in conflict management'. In Bomers, G.B.J. and Peterson, R.B. (Eds.), *Conflict management and industrial relations*: 423-445. Boston: Kluwer.
- Morley, I.E. 1984. 'Bargaining and negotiation'. In Cooper, C.L. and Makin, P. (Eds.), *Psychology for managers*. 2nd edition: 214-234. London: Macmillan.
- Nisbett, R. and Ross, L. 1980. *Human inference: strategies and shortcomings of social judgment*. Englewood Cliffs: Prentice-Hall.
- Nyerges, J. 1987. 'Ten commandments for a negotiator'. *Negotiation Journal*, 3:1, 21-28.
- Provis, C. 1996. 'Interests vs. positions: a critique of the distinction'. *Negotiation Journal*, 12:4, 305-323.
- Pruitt, D.G. 1981. *Negotiation behavior*. New York: Academic Press.
- Pruitt, D.G. and Carnevale, P.J. 1993. *Negotiation in social conflict*. Buckingham: Open University Press.
- Solomon, R.C. 1994. *Above the bottom line: an introduction to business ethics*. 2nd edition. Fort Worth: Harcourt Brace.
- Strudler, A. 1995. 'On the ethics of deception in negotiation'. *Business Ethics Quarterly*, 5:4, 805-822.
- Thompson, L. 1990. 'An examination of naive and experienced negotiators'. *Journal of Personality and Social Psychology*, 59:1, 82-90.
- Womack, D.F. 1990. 'Communication and negotiation'. In O'Hair, D. and Kreps, G.L. (Eds.), *Applied communication theory and research*: 77-101. Hillsdale, N.J.: Lawrence Erlbaum.

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