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PROMISING PICTURES: DEPICTING, ADVERTISING, INSTRUCTING

abstract

Depictive pictures may be promising in at least three different senses, which are examined in this essay. The first concerns genuine acts of promising that involve pictorial representations, like gift cards displaying a present the promisor commits herself to give. In a second sense, advertising strategists use pictures to promise to consumers perfect pasta or empty beaches. A third sense amounts to pictures as promising if they are instructive. Such pictures can be used to learn some type of action, like the performance of a military salute or the crafting of some artifact. All three promissory uses of pictures exhibit normative forces related to commitments and entitlements regarding justified expectations.

keywords

deontic artifacts, directive pictures, graphic rules, pictorial instruction, visual aids

Phenomenology and Mind, n. 17 - 2019, pp. 112-120
DOI: 10.13128/pam-8030
Web: www.fupress.net/index.php/pam

ISSN 2280-7853 (print) - ISSN 2239-4028 (on line)

1. Visual Aids

Examples for promising pictures range from individualized graphic gift vouchers over children's drawn treasure maps up to visualized advertising promises, election pledges and all sorts of pictorial instructions. Depictive pictures may be promising in at least three different senses, which are accounted for in this essay. All three senses of promising pictures reveal normative issues related to commitments and justified expectations. The first sense concerns pictorial representations that are used – solely or in combination with speech acts – in genuine acts of promising, like gift vouchers showing a present the promisor commits herself to. In a second, derivative sense, pictures regularly get used by advertising strategists to promise endless empty beaches or tasty dog food. In a third and more metaphorical perspective, pictures count as promising, if they are instructive and used to promote practical goals, as in guides on how to perform a correct hand salute or in any handicraft instruction. The following inquiry into salient normative aspects in the promissory use of pictures unfolds in three sections. The first argues that it is possible to give a promise in the strict sense with a picture in combination with or even instead of a speech act. Section two asks whether depictive advertising promises are promises at all and consults the related legal debate about contracts as mutual promises. Section three argues that promising instructive pictures are promises merely metaphorically, while it uncovers several related normative regards. Promising pictorial instructions may feature as graphic rules, involving standards of correctness, involving expectations and commitments, or entitlements and duties respectively.

To be sure, pictorial representations are used in many kinds of communicative interactions – some aesthetic, some epistemic, some normative, and sometimes all three intertwined. In general, pictures can depict things, because they can show how states of affairs look – "in ordinary respects such as color and shape" (Blumson, 2014, 152) and due to a "distinct sensory phenomenology" (Boghossian, 2015, p. 205). As such, "pictures afford visual access [...] to the world in a visual style, using visual skills" (Noë, 2012, p. 96), whether they represent existing particulars and situations, or fictional states of affairs, or even bodily practices and the making of artifacts. When used in communicative interactions (Schirra & Sachs-Hombach, 2007), diverse types of pictorial acts can be specified by analogues of illocutionary forces. For example, a straight forward analogue to assertoric force motivates the use of photographs as evidence (Cohen & Meskin, 2008), which is surely not their only utilization. Since the evidential usage draws on the pictorial representation of facts, and aims at their communication, the presentation of a photographic proof amounts to a constative act.

In contrast, instructional uses of pictures appear to be directive acts (Lopes, 2004). Put in

other words, prescriptive pictures can give reasons for normatively guided action, whereas descriptive pictures give reasons to belief (Kissine, 2013). The upshot of this paper is an account of the additional type of commissive uses of pictures.

2. Pictorial Promises

A drawn treasure map might appear descriptive at first sight, since it shows the whereabouts of hidden valuables. But in addition to their descriptive character, treasure maps give rise to legitimate expectations and they establish simple graphic rules. In displaying a course or a location, they suggest a standard of correctness and therefore, they appear directive. But apart from that, a treasure map that fails the expectations has the character of an empty promise. In this regard, misguiding maps are not just objectively inaccurate, or pragmatically useless, but normatively objectionable, too. A more obvious example of promising pictures is the individually fashioned graphic gift voucher. Such certificates might appear to be merely descriptive, constative or informative, but as all artifacts they "have as proper functions the purposes for which they were designed" (Millikan, 2005, p. 158). Gift vouchers are designed to entitle the recipient to claim the promised, where the donor is typically responsible for the provision of the depicted. As such, the delivered voucher serves as a deontic artifact. It affords visual satisfaction conditions, which characterize the content of an obligation. Given a certain degree of individuality and complexity of the promised item, one would hardly consider a linguistic description of the gift reasonable. In this respect, it is possible to promise a child a stuffed toy, modeled by a custom plush service with regard to a self-made imaginative drawing. Since words are not needed and might not suffice to describe the promised toy, it is the picture alone that allows one to assess whether the promise was kept.

Promise fulfilled from: Custom Plush Service - www.budsies.com

In this sense, if we allow for *constative* and *directive* pictorial acts in analogy to speech acts (Bach & Harnish, 1997), we can determine *commissive* uses as well. When pictures are used to make a promise, their function should differ from the *epistemic* functions of *descriptive* pictures and the *deontic* functions of *directive* pictures. In comparison, promising pictures expose a *commissive* dimension of visually specified voluntary obligations. Thus, pictorial promises can visually characterize the obligations toward the recipient, where the visualized state of affairs is the obligation's content. Either you provide the toy depicted on the gift voucher or you broke the promise, like you do, when the marked location on your treasure map does not hold any valuables. This unveils a normative constraint on top of an epistemological function. In epistemological regards, promises *inform* about the promisor's intentions (Shockley, 2008), and promises given with the help of pictures do so with respect to visually individuated mental states. In contrast, in normative regards, when promises are specified with the help of pictures, the promisor is obliged to provide the depicted, while the promisee is entitled to expect it. If someone expresses a strong desire for the fancy pair of socks depicted in a catalogue, and you happen to promise to provide them, the picture will set the standard for the obligation – and the expectation, respectively. These normative attitudes are firmly grounded in the social practice of giving and keeping promises, as well as the communication of related behavioral commitments like threats, refusals or pledges. Although the use of

promising pictures might appear parasitic on commissive *speech* acts, the commissive use of pictures sometimes suffices without further verbal elaboration. Although some argue that a verbal description would always be possible *in principle*, pictures more than often surpass verbal means in terms of comprehensibility, accessibility and immediacy.
The case for promises determined by pictorial means translates well into other sense modalities. If a mechanic promises to tweak your motor bike in accord with the sample of a certain roaring sound, the auditory exemplification provides the satisfaction conditions for the content of the promise. Although this commissive use of samples might be often accompanied by corresponding speech acts – like saying 'I promise you *this* sound', while providing a sample – it is the sample that specifies the promise. This point should expand to all kinds of exemplifying samples or "not just pictures, but the broad class of images" (Kulvicki, 2014, p. 92.) in a structural sense: One can give promises with respect to a sample of odors, to a tasty piece of cake, to the texture of some fabric, or to the style of a wedding's decoration. The latter example points beyond the area of interpersonal promises to that of advertising promises. Among these are pictorially given promises, concerned about the looks, the types, the uses or the users of sales goods and services. If the wedding decoration does not match the one chosen in virtue of a picture in the wedding planner's catalogue, then the advertising promise got broken.

3. Pictures in Advertising Promises

Pictures on packaging supposedly *inform* about what is in the package by showing how the things inside (should) look. But these practices are not always straight forward, or, at least, they can correspond to incongruent conventions. For example, depictive labeling of baby food often shows a salient ingredient, like cartoonish figures of unreasonably happy lambs. On the contrary, the labeling of animal food rarely shows the ingredients, but depictions of the target group, like satisfied cats, dogs, or fish. So, one might find the same depicted fish on baby food and on fish food, while in the latter case the processed and the consuming species might be the same. Moreover, the same depiction of a fish can label reef-friendly sun lotion without chemicals. It then features as a symbolic or metonymic mark for the spared coral reefs. In this regard, our practices of pictorial communication can turn out rather complicated and contradictory at times – mirroring the many different ways we use words or sentences. These complexities highlight the need for educated "visual, media, and multiliteracies" (Serafini, 2014, p. 28) and "critical pictorial literacies" (Krebs 2015, p. 23) especially, which allow to understand the communicative – or manipulative – function of a depiction in a given context. While the labeling of packages by means of illustration might appear descriptive at first, it is not an epistemic tool in the strict sense of a photographic proof (Abell, 2010). Even the photo of spinach on a tinned can hardly grants the exact looks of the pulp inside. Nevertheless, the depictive labeling entitles expectations by default toward the appearances or at least type of the packed. These expectations correspond to the producer's responsibilities, which are expressed by the intentional illustrations. Certainly, that counts for depictive labelling in the first place, while even the use of photos in advertisements can be excused as merely symbolic, associative, or metaphoric. In this regard, the widespread and discreet disclaimers on many packages, reading 'serving suggestion' or similar, illustrate the vital point: By default, consumers are entitled to expect the appearance or at least the substance of the depicted, and producers must explicitly block that expectation, when using the picture misleadingly. Not only does a stark mismatch between picture and depicted may entitle to return the product, but deceptive pictures can damage the brand's image or even yield an inconvenient court decision. The latter clearly touches on a normative dimension in the advertising with pictures. When the European Court of Justice judged the label of a tea packaging to be *pictorially* misleading, the judgment emphasized that 'labeling' is not restricted to linguistic means

but also comprises a "pictorial matter or symbol relating to a foodstuff" (European Court of Justice, 2015). Consequently, the regulation precludes the misleading labeling of a foodstuff, "giving the impression, by means of the appearance, description or pictorial representation of a particular ingredient" (European Court of Justice, 2015) when that ingredient is not present in the product. Accordingly, since pictures on packaging specify certain obligations towards the customer, an illustrated package appears to be a deontic artifact, featuring in a practice of legal obligations. As such, it serves the function of expressing some commitments of a promisor and the function to entitle expectations on behalf of a promisee. Manifestly, regular cases of broken pictorial promises concern more or less idealized illustrations, in which shapes, shades, colors, or scalar relations markedly deviate from the actual product. Following a widespread view on promises, the promising pictorial expression *informs* the promisee about what to expect and thereby serves normatively relevant *interests in information*. But, as Owens and others have argued, while "obligations surrounding the transmission of information" (Owen, 2006, p. 54) are important in many respects, they may not be sufficient to raise genuine commissive obligations. His theoretical adjustment in terms of *authority interests* is supported by Heuer as a „content-independent reason for keeping promises" (Heuer, 2012, p. 849). At least it appears to be necessary that the content of an obligation should be accessible to promisor and promisee – be it in linguistic, pictorial or any other media. This seems especially plausible for the case of pictorial advertising, deceived consumers, and illegitimate purchase contracts. Still, even the "standard textbook fare that a contract is a promise (or an exchange of promises) that the law will enforce" (Pratt, 2007, p. 1) is not unchallenged, since the commissive features of the contract might not rely on any intentionally communicated voluntary moral obligation (Pratt, 2014, p. 397). This provision would preclude advertising promises as parts of contracts (Barnett, 2014). But, if an alternative model of contractual obligations replaces the promissory model, this can still draw on pictorial specifications of the obligation in legally binding pictures, like architect's plans and other constructional drawings with legal relevance. Regarding sketchy plans, which can serve as graphic rules for all kinds of constructions, the third – instructive – type of promising pictures needs further attention.

4. Promising Pictorial Instructions

Apart from pictorially specified acts of promising and the derivative advertising promises, we commonly value pictorial instructions as promising. Although this is a metaphorical borrowing from genuine, interpersonal promises, certain types of directive pictures might still resemble rather commissive than directive acts. While some pictures are used to instruct in an *imperative* sense, pictorial instructions do not necessarily oblige one to act in a certain way. On the contrary, all kinds of "visual aids" (Arnheim, 1969, p. 308) raise *legitimate expectations* with respect to the visualized capabilities or the making of some artifact. This is because next to archival, participatory, and displaying functions, (Lehmann, 2012, p. 13) pictorial instructions in the first place serve an "instructional function, in that they enable the acquisition of skills and material knowledge" (Lehmann, 2012, p. 9).
For example, one finds sequences of pictures at the doctor's or in hospitals showing how to wash one's hands properly. In medical contexts, the pictorial sequence is used to set a standard and to provide a graphic rule, insofar as the pictures "can capture the complexity and simultaneity of making where words fail to do so." (Lehmann, 2012, p. 12) Used in this fashion, pictures can instantiate an elaborated type of a pushmi-pullyu representation. This term coined by Millikan (1995) denotes representations that are at the same time descriptive and prescriptive. In this sense, a pictorial instruction represents a state of affairs on the one hand, while on the other "it has the function of guiding action." (Lopes, 2004, p. 189) In the hospital, the hand washing instruction shows the procedure the medical staff accords to,

and it shows how one should behave in order to meet that standard. Put up in a public place, your office, or at home, the instructive pictures might not have this strong normative force – depending on your household regime.

Detail from: https://commons.wikimedia.org/wiki/File:Hand_washing_instructions_sign.jpg

The depicted cleaning of hands is not necessarily obligatory in a strong sense, since in many cases it is completely up to the interpreter, whether and how she wants to perform. This calls for a differentiation between two cases, which appear to be the extremes of a continuum of pictorial instructions and rules in general. In the hospital case, the pictorial hand washing instruction expresses and enforces a rule graphically. It is followed in order to comply with a standard of correctness, and, in effect, to avoid sanctions. Put up at home, it may merely feature as a reminder of how to clean one's hands according to medical standards. Here people can decide from case to case, if the full procedure is necessary at all – whether one is up to treat a wound, or to sterilize some jars for jam. In terms of the pushmi-pullyu representation, the pictorial instruction is promising in two related, but different senses. Firstly, it displays how hands *are* cleaned in accord with a medical standard, regardless of whether one wants to meet this standard. Secondly, it displays how one *should* wash one's hands in order to meet the standard, whether one wants to meet that standard because of some normative consequences or just because of some practical needs.

Gombrich starts his study of instructional pictures with pictorial emergency leaflets from airplanes, which amount to "cases in which it may be a matter of life and death whether an image is correctly understood" (Gombrich, 1990, p. 26). But even the airplane leaflet can count as 'imperative' merely in the conditional sense – for those who happen to entertain the wish to survive. Further examples in Gombrich are instructions to 'erect a tipped caravan with a self made pulley', 'miscellaneous fancy needlework' and 'over 15 ways to fold a napkin' (Gombrich, 1990). None of these instructional uses appears to impose obligations on the addressee, as an imperative or a directive act would supposedly do. On the contrary, the educator assumes responsibility toward the learner in providing suitable pictorial means (Lehmann, 2012). In this regard, educational instructions are "not the same as merely issuing an imperative, a command to act" (Lopes, 2004, p. 191), but they entitle expectations by holding out the prospect of the depicted capacities – resembling the character of commissive acts. The directive difference between *imperative* pictures and *educational* ones can be traced down to the effective differences in use. A pictorial instruction that shows the crafting of some random artifact – like a cupboard, a pullover, or a cardboard figurine – is hardly imperative. In contrast, the instruction in a hospital, showing how to properly wash your hands, amounts to an imperative for the staff, as do pictorial instructions on how to correctly perform a certain type of a pirouette, a prayer, a salute, or other institutional requirements.

For example, a salute is a regulated and "required act of military courtesy" (Naval Education and Training, 2002, p. 9-2) in the sense that soldiers are not to "resent or try to avoid saluting persons entitled to receive the salute." (Naval Education and Training, 2002, p. 9-2) That is why the depiction of a correct salute in a military manual is not just a picture of a random

bodily posture, but it is an *imperative* instruction, which determines pictorially whether some posture passes as a correct salute. As such, the depiction of a salute in a military manual is intended as a graphic rule, which visually regulates the obligatory form of a military practice. The depiction of the crafting of a cardboard figurine usually is not to be understood as such an imperative graphic rule – although one could imagine contexts where it does. Contrasting with the salute, such crafting instructions just show *one possible* method to assemble, say, a dog figure from pieces of cardboard. Neither is it intended to *effectuate* anybody to agglutinate the shown figure, nor does it intend to *prescribe* a certain obligatory sequence. While both types of instructions promise to provide visual access to a certain performance, they do so in apparently different normative modes. While any rule leaves room for interpretation, the former visualizes a standard for correctness, while the latter merely presents a feasible possibility.

Considering educational pictorial instructions, the pictorially articulated intention to explain is fulfilled when the depicted capability is executed or understood. In this perspective, pictorial instructions entitle to expect the acquisition of a capability, *because* they are intended to guide and structure someone's actions. Depending on how strict one reads the clause of the directing, one might either classify educational pictorial instructions as purely commissive and exclude them from the realm of the directive pictures or concede a sub-type of the latter. That's because the educational use of pictures does not oblige the addressee to do anything, while such pictures impose obligations on the educator, who owes effective educational depictions to the seekers of practical knowledge. In this sense, the educator's promise amounts to the selection of decisive phases of an action, while leaving out less relevant procedural sections, exploiting "the double nature of the image which shows, but also hides." (Lehmann, 2012, p. 15) In contrast to the purely educational use, the depicted salute in the military manual does not just promise visual access to a formal way to greet, but it obliges troop members to perform the greeting in the depicted fashion. This is a normatively richer case than the simple directive picture, like the one depicting a helmet and thereby obliging all trespassers to wear one.

Conclusion

To conclude, this essay covered three types of promising pictures or, more precisely, three paradigmatic uses of pictures with a promissory character. There may be more and there should be hybrid cases, too. The first type is the genuinely promising picture, which is used to give a promise with the help of depictive means in the context of personal relations. In this sense, a picture can be used to communicate the satisfaction conditions of the promise's content. The picture gives visual access to a mental content that is about a state of affairs. This state is the one the promisor commits herself to bring about and the one the promisee is legitimately entitled to expect.

A second – markedly dubious – type of promising pictures amounts to their use in advertising. There might be no individual's act of a promise, but, nevertheless, this type of use exhibits the same promissory characteristic with regard to commitments and entitlements. Ideally, the picture depicts the appearance of what is offered for sale. However, if the depiction differs from the appearance of the product, legitimate expectations are violated, and a buyer should have a right to withdraw from the purchase. In reality, it's often more complicated. Because pictures are regularly used to tempt consumers to buy all kinds of stuff (more than often exploiting their tendency to buy things they don't need in order to impress people they don't like). At the same time, written disclaimers are used to undermine the default practice of 'what you see is what you get'. Thus, expectations are raised by the picture on the one hand and delegitimized by an overriding communicative act on the other. Moreover, there is no homogeneous practice of commercial depiction. Instead, we live by

many parallel and sometimes contradictory uses of advertising pictures. Sometimes, they show actual or idealized appearances of a content, sometimes some of the ingredients before procession, sometimes exemplary uses of the goods, sometimes the addressees of the product, and sometimes appearances that merely symbolize one of the before mentioned. This entanglement of depictive uses, commitments and entitlements can lead to conflicting conceptions and even legal disputes.

In a third, and more or less metaphorical sense, pictures can be promising if they are meant to instruct. Here, the promissive dimension might appear overstretched or at least twisted, but pictorial instructions exhibit an analogue structure of complementary commitments and entitlements. An instructive picture can be promising, because it meets legitimate expectations with regard to the learning of some type of action. The action can be performed with regard to the pictorial instruction, and this is what the producer of the picture commits herself to. In this respect, the purely instructive or educational use of pictures contrasts with their directive or imperative use. Purely instructive uses of pictures provide a graphic rule for the performance of a type of action, without amounting to an obligation to act in the manner depicted. In contrast, the directive use of pictures aims at the enforcement of a rule with graphic means. Genuine pictorial imperatives do not commit their producer to anything, but they oblige the addressee to behave as shown. The obligation to wear a helmet, for example, can be communicated as a duty with pictorial means.

To be sure, there can be mixed cases of the above idealized types. For example, if the advertising promise can be traced back to an individual vendor, or if a picture is used to educate and to direct at the same time. Since no illocutionary force indicator can be depicted, the practice of pictorial promising might ultimately depend on rich social language games. But pictures can play a vital role with respect to the appearances of the promised, be it interpersonal commitments, pictorial consumer information, or actions and their results: Pictorial specifications of intentions, contents, actions, obligations, and entitlements can provide access to states of affairs in visual respects. Unsurprisingly, if we want to communicate some actual or future state with regard to its visual appearance, we regularly favor pictorial representations over verbal ones. When we use pictures to promise, we communicate a visually characterized possible state of affairs together with our commitment to its realization. All the above cases illustrate firstly, how the communicative use of pictures can substitute or surpass verbal means, especially if the content of the communication is the visual appearance. Secondly, all three types show how some communicative uses of pictures are permeated by or embedded in wider normative practices of mutual commitments and entitlements. Thirdly, and this requires further research, all three cases refer to the relevance of pictorial representations for certain types of actions – be it in planning, selecting, or learning.

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