The Double Monologue Principle
Argumentation in Email Negotiation

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Abstract

The paper argues that if email negotiation seems to be more difficult than face-to-face meetings, it is not because of the leanness of the medium, but because the turn-taking system in mail encourages monologues of argumentation and cherry-picking responses. The study builds on 40 negotiation dyads.

Keywords: email, negotiation, argumentation

Introduction

Email has become the rule rather than the exception for at least a large part of the negotiation process in many international companies (Schoop, Köhne and Staskiewicz, 2006). A great many companies would recognize the results of a world-wide survey done by the International Association for Contract and Commercial Management in 2009, where the 202 respondents reported that in their organization face to face negotiations had dropped by 75 per cent, while all kinds of virtual negotiations, particularly by email, had increased drastically. Mostly the respondents were quite satisfied, citing the lower cost, the ease and speed of getting a team together and the shorter time cycle as reasons why full meetings were not so much of a priority any more.

But since both anecdotal evidence and the research literature contain warnings about drawbacks of virtual agreement seeking, the respondents were asked if they perceived differences in the level of courtesy, the level of ethical behavior, or the levels of flexibility, either with people they had met or with people they had not previously met. While other answers contained a balance of mostly 'no change' and equal measures of 'more' and 'less', the only answer that stuck out was for *flexibility* in relation to people that the respondents had *not met face to face* previously. In this case, 45% found no change, 17% thought flexibility had increased, and 38% thought flexibility was a problem.

This particular complaint has been noted before; in the literature it is normally put down to the leanness of the medium, i.e. the lack of immediate feedback with sight and sound, which creates a distance to the negotiation partner; a virtual no is easier than a face-to-face no. This article sets out to demonstrate that the reality is probably more complicated.

It is argued here that the turn-taking structure of email makes the argumentation structure different from a conversation; in particular, it will be shown that the medium seems to discourage the *diagnostic questions* that negotiators use to find out the partner's underlying interests. The primary disadvantage of email negotiation is, then, that is easy to slip into a pattern of two parties simultaneously trying to convince the other of the merit of their own arguments. This I shall call the *double monologue principle.*

These assumptions build on the results from a corpus of 40 dyads conducting an email negotiation. The study shows that some patterns emerge from the distribution in the email messages. A message, or turn, regularly contains a) proactive argumentation for the negotiator's needs and suggestions or offers, and/or b) reactive answers to or reflections on the partner's input. The three most noteworthy patterns are these:

- Long, mostly proactive turns tend towards a plan covering background, problem, solution, and suggestion. This precludes questioning.
- Reactive/proactive turns tend towards a plan covering rejection or part-rejection of previous suggestion, accounts for the rejection, and modified suggestion. This also precludes questioning and (worse) often precludes uptake, i.e. discussing the partner's information.
- Short, mostly proactive turns solicit information, often as precise queries. These are normally successful in extracting e.g. a definition, but not an underlying interest.

It should be stressed at once that many of the dyads reach perfectly good solutions. However, many others reached no agreement or agreements that covered only part of the central problem, and it is argued here that the medium contributes to this situation. This paper aims to demonstrate how the characteristic turn-taking structure of email is used to *persuade* rather than to negotiate a joint solution.

In the following, section 1 contains the current discussion on pros and cons of negotiation conducted via email and the argumentation that goes with it. Section 2 describes the study and furnishes examples, and section 3 discusses the conclusions.

1. Background

Negotiations happen when it is in both parties' interest to talk, and no one party can dictate terms. The relationship between negotiators is credited with a considerable effect, especially when the negotiation takes places in a dyad rather than in large meetings, where participants tend to produce a discourse recognizably coloured by the side they represent. The interactional tone, and the trust or distrust that underlies it, are all influenced by intangible factors like social attraction, voice, body language etc. For an overview over cognitive and material influences on the partners in

the negotiation process, see Thompson & Nadler (2002); Thompson (2011); for special attention to the language aspect, see Bülow (2009).

The negative view: Negotiating with the Faceless Other.

In electronic communication the relationship between the parties is notoriously vulnerable. In terms of media richness theory, as originally conceived by Daft & Lengel (1984), email is a lean and distant medium: no visual access, no audible voices, no synchronicity in interaction. If the parties do not know one another, the social clues can be crucial. Evidence has been collected for years with bargaining games where results can be measured in outcome figures; they show that people with a prior relationship have an easier time establishing a sense of group identity and common ground (Wilson et al., 2008), and that a social relationship leads to fewer refusals and more trade-offs and value-creating strategies (Pesendorfer & Koeszigi, 2007).

Even a brief acquaintance helps; in a series of tests, Morris, Thompson and their colleagues showed the effect of "schmoozing": participants dealing with out-groups (at another university) produced better results and much more positive expectations if they had had a brief, social telephone conversation before the email negotiation began (Drolet & Morris, 2000; Moore et al., 1999; Morris et al., 2000; Thompson & Nadler, 2002).

Also, meagre social relations have been shown to reduce the pressure to behave in a socially acceptable fashion, leaving the correspondent free to engender some hostility; thus conflicts have a way of getting out of hand when each side reciprocates what they consider slights (Friedman & Currall, 2003). Distrust of motives and hence impasse are found more frequently (Volkema & Rivers, 2008). In other studies, computer mediated communication reduces outcome satisfaction, though the numerical results do not suffer (Purdy & Nye, 2000). In the laboratory, then, there is evidence that previous knowledge and courtesy matters. In the real-world survey referred to above, courtesy was not a major concern; however, the relationship factor may not be as noticeable to respondents as the troublesome factor of flexibility, and it is reasonable to assume that intransience is in some measure related to the facelessness of the other: it really is easier to say no to an unknown person.

The positive view: Negotiating with time to think.

On the other side of the coin, however, the leanness of the medium is a strength; far from being a poor relation of the real thing, email has valuable properties, chief among which is the medium's capacity for carrying *information* and for retaining it.

A complex exchange like negotiation and decision–making requires both information and interpretation. Dennis, Fuller & Valacich (2008) make the point that for *information*, media low in

synchronicity are better suited: providing a great deal of information face-to-face is cognitively difficult to handle and hence tiresome. On the other hand, for getting *agreement* a high level of synchronicity is better, because feed-back will come in small instalments, thus rectifying misunderstandings as they occur.

For email negotiation, this means that partners can rely on the medium to carry large amounts of information for them, and to provide the time to do the cognitive processing at leisure. Time is essential to master information, in order for the negotiator to get a picture of the Other's needs and priorities, and agreement comes much later. The more intricate the argument, the more time will matter; thus the expectation of rapid turn-taking was enough to stump the receiver of a complicated argument in a study by Loewenstein et al. (2005). Here, sellers using Instant Messenger were able to claim more value, because the buyers could not generate rebuttals in time; this effect was not seen using email (or simpler arguments).

The conclusion seems to be that negotiators needing time to think are well served by email. For any negotiator, and particularly for the many second-language users in international deals, reflection time is a precious commodity with clear advantages over face-to-face meetings. Thus Pesendorfer & Koeszigi (2006) show that synchronous electronic negotiation games provide more competitive, less friendly behaviour than a-synchronous email, mostly because people exchange more information when they have the time to make it relevant.

In terms of genre characteristics, the principal difference between face-to-face and email negotiation is what Dennis, Fuller &Valacich (2008) call *reviewability* and *revisability*, i.e., that in the written mode, the negotiator can keep track of what has been said so far by scrolling down over the exchanges; and that it is possible to write a response, review it and change one's mind several times before pressing "send" (Friedman & Currall, 2003). Again, for a distant negotiator (physically or psychologically), who needs to tread carefully, email would seem to take the pressure off.

But paradoxically, while email affords the chance to review and revise, the medium is best known for its casual characteristics. This, too, has been shown to be an advantage: in a rare study of a protracted email negotiation over agent rights between a Western and Eastern company, Jensen (2009) observes that what would have been embarrassing language mistakes and inadequacies in a letter are hardly noticeable in a mail.

With these considerations, it seems the advantages of email negotiations outweigh the disadvantages for anyone with a substantial amount of cognitive processing to do. It is clearly not just the leanness or richness of the medium in itself that leads to deadlock.

Argumentation and persuasion

Email, then, affords the opportunity to reason at leisure, and keep track of information. This should be a good starting point for persuading the partner of one's pressing needs. However, contrary to many people's belief, in business negotiations persuasion is sometimes an indicator of deadlock. There is an experimental study by Roloff, Tutzauer, and Dailey (1989) that illustrates this seeming paradox:

> The more bargaining dyads engaged in persuasive argumentation, the more likely they deadlocked. In fact, persuasive argumentation was the strongest predictor of deadlocking of any communication variable measured in this study. Second, the degree of persuasive argumentation was negatively related to attaining integrative outcomes. Importantly, this relationship dissipated when controlling for deadlocks. Thus, increasing levels of persuasive argumentation were positively associated with deadlocking which in turn resulted in less integrative agreements. Among dyads not deadlocking, there was no relationship between persuasive argumentation and reaching an integrative agreement […]. (1989: 117)

Persuasion is found in the face of opposition; as a preparatory speech act condition, the persuader can be said to 'persuade' only with regard to something that the target was not going to do anyway. In this light, the result from Roloff et al. is not too surprising, since it seems that persuasive argumentation may be symptomatic of a negotiator with a bad case. In the described experiment, as in many negotiation simulations, the task was constructed in a way that made the parties interdependent, so that both had an incentive to explore the opponent's underlying interests to secure a pay-off, and this is what the successful dyads did instead of arguing for their chosen model. Protracted attempts at persuasion thus reflect failure to think along with the opponent. It links up with the factor known as Perspective Taking Ability (Neale and Bazerman 1983): negotiators who can take the other's perspective tend to obtain integrative results. The issue of persuasion in negotiation is more fully discussed in Bülow-Møller (2005).

The difference between consecutive monologues and dialogue is in this interactive aspect. When in 1969 Fisher coined the term "a yesable proposition" he included advice to make the offer *attractive*, and *legitimate*, and *credible*, and together these elements seem to invite due respect for the opponent.

To be *attractive*, the proposition must be seen to *meet some important need* or goal. Fisher's advice is to let the opponent (or to Fisher, the partner) draft as much as possible, to avoid any sense of dictation, i.e. to protect the partner's face and to frame the solution as a gain. Hence sales agreements often prefer the euphemistic "initial investment" to the more direct "down payment" (Mulholland 1991). But to leave the formulation of contract terms to the opponent is dangerous, and this is the crux of the study described below.

Legitimacy is achieved by appeals to *common ground.* Arguments in this category build on some shared norm of fairness like equity, equality, or precedent (e.g. same pay-raise for all groups in a given category, or same benefit distribution as last year), or they build on a culturally valued

concept that is very difficult to object to (e.g. peace, health, or safety.) When such a norm functions as a principle for decisions, it is very widely found that it legitimizes the outcome for both parties (Walton and McKersie 1965; Bacharach and Lawler 1981; Pruitt 1981; Fisher and Ury [1983]/1981; Lax and Sebenius 1986; Putnam and Holmer 1992, Lewicki et al. 2009).The problem, of course, is that two mutually exclusive values may both be current, like the desire for "less pollution" and "more prosperity." In the present study both parties argue future prosperity for their joint project, but they see different ways to achieving it.

Lastly, *credibility* is achieved by detailed plans and visible contingency planning, and its major linguistic expression is exactitude and reasoning. Thus Benson, Kennedy and McMillan (1987) advise negotiators to avoid weak language like *we hope*, or *we prefer* and substitute firm language like *we need, we must have, we require*; Walton and McKersie (1965) recommend "a degree of finality and specificity" like *the 12.5 percent package*, and a clear demonstration of consequences. Putnam and Wilson (1989) note that hedges, qualifiers, and vague categories signal flexible commitment. Strong commitment is a psychological reality for speakers: it has been found that negotiators who use high commitment language tend to yield less to their opponents and thus attain higher pay-offs (Bacharach and Lawler 1981). But strong commitment is precisely the sort of intransigence that it is part of the present problem. In this study it is hypothesized that commitment may have a different effect in print.

2. The case: Use and subletting of premises

To examine how negotiators tried to forge a "yesable proposition" via email, a case was chosen that depended for its success on the exchange of information about prioritized interests. The case is a variant on the well-known Harvard case "Discount and Hawkins", adapted for local purposes; it concerns the wording of a clause in a contract, setting out rights and obligations, which means that there are no measurable results in terms of bargaining for profit; rather, for the contract to be viable, the agreement should meet the most important goals of both parties.

*Participants***.** Dyads were formed from different years and classes of international graduate students at a large European business school. All participants were taking an academic course in the principles of negotiation and all volunteered to perform the task in their spare time over two weeks. They did not know their partners and never saw them face-to-face. The email correspondence was collected, and forty dyads were deemed to constitute an actual negotiation, even if in some cases one of the partners "walked away from the table", which in this case means that he or she discontinued the correspondence in frustration (or in some cases probably because of time pressure). Because of the nature of the task, it is difficult simply to count the agreed

settlements: although actual, agreed deadlock happened in only 3 out of the 40 cases, some of the agreed deals were badly thought through, because major problems remained unsolved. However, the argumentation structure, which concerns us here, was clearly visible in all 40 negotiations.

*The problem***.** The case concerns a contract between a developer of a projected shopping centre (M&T Developers) and his or her proposed anchor tenant, i.e. a large tenant with considerable appeal for customers that assures the financers that the venture is viable - here a large and successful retailing chain specializing in towels, curtains and other furnishing for kitchens and bathrooms (Kitchen and Bathroom Textiles). With the rest of the contract settled, the two problem clauses concern *Use and subletting* of the premises, an area that can be a deal-breaker for most lessors in similar circumstances.

Briefly, it is in the tenant's interest keep all possible freedom to withdraw if revenue is disappointing, and to develop the shop with new merchandise as they see fit; on the other side, the lessor or landlord must have the security of a long-term lease in order to finance the venture, and must control the mix of shops for the sake of the customer base, which means that he or she cannot allow the tenant to change too much or sublet to the wrong kind of tenant. Consequently, in essence, the *retailer's* ideal version reads "the lease may be used for any lawful purpose and terminated at any time" and "the Tenant may freely sublet or assign the lease to a third party", and the retailer's standard contract reflects this view. The *lessor's* ideal version is that "the lease is for 25 years", "the use of the premises is for the sale of kitchen and bathroom textiles only", and "the Tenant may not sublet or assign the lease to a third party without written approval", and this was the contract proposed by the developer.

On the basis of the material that was made available to the students, both jointly and separately, realistic negotiators should assess the partner's interests and realize that the most helpful trade-off in this case is the *time* factor – early security for the lessor, tapering off to freedom for the tenant after the first ten years or so. The whole agreement can boil down to three or four sentences, once both parties have realized that they can give each other assurances that settle fears without compromising their goals.

Arguing, accounting and suggesting

The lessors, the representative of the developer, were instructed to contact their prospective tenant to finalize the deal. Despite the fact that the two parties had both draft paragraphs, so that they could guess at the partner's main concerns, the early exchanges are typically without any acknowledgement of the other, a clear case of monologue and therefore examples of a pattern of proactive suggestion. All examples are reproduced in their original spelling.

Ex 1 (Brandon 26)

Tenant, turn 2:

Dear [name]

As you already know the company i represent, K&B Tex is a nation wide major retailer with stores all over England. In order for us to run our operations successfully we simply cannot accept your current proposal;

"The tenant may use the premises only in a manner consistent with kitchen and bathroom textiles retail operation described in this lease. The tenant may not assign or sublet these premises in whole or in part to any vendor without the prior written approval of the Landlord."

First, it conflicts with our overall business strategy and brand image, as we are currently innovating new products and services which need to be allowed in any store where we are present. In other words we need to be consistent with what is offered in one store compared to another, not only today, but in the future as well.

Second, the restrictions against subletting causes some problems for us, as a major retailer we are dependent on both flexibility and adaptability when running our operations. At the same time we do understand your concern about our standard clause, and that it leaves you with uncertainty with regards to the length of our presence.

Here is what i suggest:

The premises may be used for any lawful purpose, as long it's a part of the K&B nation wide retail operations (including innovative new test products, services and other initiatives incorporated by the K&B brand).

In addition the tenant may assign this lease to a third party or sublet the whole or part of the premises, but if it does so, it shall remain liable and responsible under this lease. However the tenant is only allowed to lease or sublet after 4 years has past.

Best regards

[name]

The most frequent pattern is that the number of words rise sharply in turn no. 3 and peak in turn no. 4, corresponding to a structure where the lessor sets out his or her problem, the tenant makes a counter claim, the lessor argues and proposes a smallish change to the original idea, and the tenant then produces both argumentation, assurances and a detailed proposal, based on the tenant's own original contract proposal.

The longest turns range from 130 to 1104 words, with 4 under 250 words and 7 over 500, not counting salutations. The long turns typically contain an attempt to make the offer "yesable": it is presented as attractive by taking seriously, or at least mentioning, the partner's fears, and legitimate by arguing joint gains in the future, and credible by reasoning – however, the reasoning is normally in the form of accounts for the rejection of the partner's proposal and therefore on the negotiator's own territory, and short on perspective-taking ability:

Ex 2. (Brandon 36)

Lessor, turn 4

Thank you for your prompt reply!

We are of course very pleased that we have reached an agreement with favorable prices and space. However, as a company with the size and reputation and customer base, we beleive this is quite reasonable, and when looking at the new tenants we will attract for your financial benefit.

Thank you for the marketing proposal. Unfortunately, this does not solve the fundamental problem, that the use and subletting clause must be changed in order for us to reach a mutual agreement. We cannot accept the proposed clause.

First of all, we base all our marketing efforts solely on online marketing campaigns, google optimization, and e-offers and use as little as possible on offline marketing, due to the fact that we better can target our customers and measure effect of campaigns. Thus, the marketing proposal is not that attractive compared to the hinder of our innovation scheme long term, the cost of the initial marketing campaign cannot compare in value!

On the other hand, we will of course be interested in presence on the Brandon Mill website and e.g. e-campaigns.

Secondly, we have no intention of not sticking to our core competencies; However, the kitchen and retail market might change in the future. People might just not have curtains in kitchens or use hot air rather than towels for trying themselves. Thus, as a company with focus on innovation we need flexibility, and as a nationwide company we market ourselves with the same concept, and therefore must be able to have the same product mix in our stores. For example, in the western region we have a Tex innovation scheme were we try out Kids Club House , where space is set aside for children to be supervised when the parents shop. With the clause you propose this will not be possible, therefore your proposed clause is unacceptable and will hinder our innovation as a business and a nationwide company.

We look forward to receive your proposal for a new wording of the subletting clause.

Suggestions, and even invitations like "we look forward to receiving your new proposal", are closer to bargaining than to proactive information seeking, since they leave it up to the partner to select the kind of information that he or she thinks will further the process. But even more counter-productive is the pattern where off-hand reference to the preceding suggestions means that promising openings are not followed up:

Ex 3. (Brandon 14)

Tenant, turn 4:

It is correct that we are a bit concerned about the long rental periode. We are not sure whether the market will change in 20 years and would therefore be very happy if we could write some flexibililty into the contract concerning subletting or sharing the premises.

I do understand your concern about the financial situation but I think it would be better for the both of us if you would let us find our own tenants, should the situation change. We are of course very carefull about who we choose.

Maybe we could discuss whether it is ok with the restrictions the first 10 years or so, and then, […] maybe we could discuss us being able to choose our own tenants without any interference?

I am looking forward hearing from you ☺

Lessor, turn:

Thank you for your e-mail.

Yes you can find your own tenant, but it has to be a subtenant in the business of kitchen and bathroom textiles and we need to approve the subtenant. So I am sorrry, that we cannot be more flexibel about the contract. What do you say, can we come to an agreement?

The tenant's mail illustrates what email does best: providing a fairly complex background-problem-solution composition, making use of the written mode to present the case in the shape of a (fast) letter.

But the response picks out one particular aspect, viz. subletting. The lessor (correctly) sees no reason why the tenant should not find a sub-tenant but (also correctly) insists on final approval, thus dismissing part of the suggestion ("Yes you can find your own tenant, but it has to be…"). The second, material, suggestion about the length of the lease falls by the wayside, for the lessor uses email for the second thing it does best: providing a quick, informal answer to a query.

This leaves the tenant with uphill work. In a face-to-face discussion it is normal to hear the parties say "Can we just go back to [the issue of time] – what did you think about my point about [restrictions for 10 years?]", but it is arguable that a point that is already on record in *print* as a conditional offer will count as "sharpened" if it is repeated (following the rule of reinstated requests (Labov & Fanshel, 1977): The more times you say "When are you going to tidy your room?", the sharper it sounds). Hence the tenant abandons the point in turn 6 and tries, unsuccessfully, to assuage the lessor in the few remaining turns.

If the negotiation is going well, there might be every reason to raise a brief question or comment quickly. But if there is less movement, short responses could also be too brusque to be helpful, and this could be where the exchanges get what Friedman & Currall (2003) call 'out of sync', as above.

Information seeking

A course in negotiation invariably drills students to ask questions. In this corpus, arguably because of the turn-taking format of email, questions (formulated as questions) are very largely of the over-to-you type, like "Is this acceptable?", or "Can you reconsider your offer?". This type of *envoi* is routinely used as a pattern, but it hardly counts as information seeking.

A second type, frequent enough to constitute a pattern, is the query, asking for clarification. If the negotiator is actually rejecting a suggestion rather than trying to develop it, the query tends towards the rhetorical question:

Ex 5. (Brandon 34)
Tenant, turn 4, extract

> It simply deosn't make sense to first say that, and I quote: "you (K&B Tex) will be allowed to use 30 % of the store for products outside the current range" and in the same proposal state that: "...we suggest imposing a clause stating that you (K&B Tex) cannot start selling products that would be in direct competition with the smalls shops". Because at what point is a product in competition with the smaller shops? I.e. if there is to be a smaller shop in the mall that, among other things, sells towels, does that mean then that we have to step down and stop selling towels? Either we get the right to use 30 % of the premises to products out of the current range, or we don't.

However, some queries are borne of a genuine need for clarification:

Ex. 4 (Brandon 33)
Tenant, turn 3, extract

> I am a bit confused about your proposal, Mr. [name],so could you please clarify your position on a few issues?
> * What is the duration of the lease that you are willing to sign? Is it 10 or 15 years?
> * I dont really understand your proposal A 'Change the scope of the business in the clause from 'Kitchen and Bathroom Textiles Retail' to 'Housewares, Furniture (indoor and out), and Home Accessories Retail'' ? Are you changing or planning to change your business strategy in a near future, and are you rebranding your company and changing your name? What is the aim of this proposal?

This type of question will usually succeed in tying the partner's abstract terms down with concrete examples, and therefore they are generally helpful and do not interrupt the flow. However, they do not really seek information about underlying interests. If they actually produce such information, it is because the partner divulges it voluntarily as part of the justification for the concrete plans of the retailer. In other words, getting the partner to continue a monologue may, in trusting circumstances, serve the same purpose as dialogue. The use of respectful terminology, signaling that the negotiator wants to understand and recognize needs, is a characteristic way of producing the relevant kind of information; the magic word is "why":

Ex 6. Brandon 32

Landlord, turn 1

> As I see it, it is very healthy to think about the future market, but in this case you will be letting go of a huge opportunity if we cannot work around the "Use and subletting" clause.
>
> It might be helpful for the negotiation if you would tell us a bit more about why this clause is important to you, since it cannot just be the unknown future market that is bothersome. Maybe then we will be able to understand each other better and then work out a deal with which we both feel comfortable with.

With this survey, we can now collect the evidence.

3. Discussion

There is good reason to believe that it is the structural characteristics of the medium, rather than the lack of personal contact, that is the source of the problem. Discussed up against the predictions of media richness theory, email negotiation results fall into two categories, roughly following the division made by Dennis, Fuller & Valacich (2008): questions of information exchange are different from questions of agreement.

We assumed initially that email is a well suited medium if a negotiation is dependent on quantities of text and complex arguments: cognitively speaking, the load is much easier to handle than trying to keep all the text possibilities present in the mind at once. This leads to long turns, containing several structural moves. But seen from the talk-like perspective, a lengthy email violates normal turn-taking norms. A study by Thomas et al. (2006) reports that for managers, 70%

of their mails take less than a minute to read. Friedman and Currall (2003) suggest that "piling it on" may produce aggression in the receiver, principally because it is frustrating not to be able to give feedback as points occur. Also, anyone exposed to a series of arguments will attend first to the weakest (or, in Friedman and Currall's case, the most anger-provoking) item on the list, while conveniently forgetting the rest.

This brings us to the question of agreement. Studies of agreement are normally carried out in a group that needs to bring different types of information to the table (including electronic tables) in order to select the optimal solution; the members do not normally have opposing interests. This, however, is the case in negotiation. When a large amount of information serves as argumentation for an underlying interest, there is a temptation for the reader not to engage with it, but rather to send large amounts of information back (as a negotiation tactic, this is known as "snowballing".) Obstacle number one is, then, that email encourages a tendency to answer monologue with monologue, a move characteristic of deadlock (Bülow-Møller, 2005; Roloff, Tutzauer & Dailey, 1989).

In the corpus discussed above, many turns ended with an over-to-you formulation, inviting response to a proposal. But email has a particular affordance that seems to function as obstacle number two: it is easier to block suggestions. Among the features examined above, it is a noticeable indicator of deadlock or walk-away when one part of a proposal is isolated and the rest of the message ignored, thus stopping discussion about other aspects of the offer. The short rejections in the corpus tend to be followed a few turns later by one of the parties walking away from the table; this action, too, is far less dramatic in virtual space, compared with somebody getting up and leaving the room.

Thirdly, short turns may contain a useful query, but if the exchange gets "out of sync", the short turns function as brusque rejections. Where conversations can contain very small sympathetic interjections like "Yes, I see, why is that?", this sort of information seeking is virtually absent in the corpus; invitations to talk are usually garnished with the negotiator's own suggestion. Particularly in the early phase, the monologic drive towards a full turn, including a proposal, is destructive: if used too early, the exchange of contract clauses settles into haggling.

The conclusion is therefore that in the cases where email negotiations go wrong, a richer medium with voice or immediacy would not necessarily make a difference – it is something the email medium *can do*, rather than what it *cannot* do, that makes it easier for a negotiator to terminate talks.

However, there is a reason why so many people happily settle their daily business agreements over email: if the genre is recognized, with its pitfalls, there is no reason why exchanges should not yield good results. In this corpus, many produce acceptable and yesable propositions. If negotiators

skip the exact clauses and seek understanding early on, they can make their offers attractive (in this case, when they suspend the discussion of whose original clause should be the basis of the contract). If they reason also on the basis of the partner's interests, they can make their offers legitimate (in this case, when they come over as dedicated to the centre). And if they present exact terms and concrete examples, they can be credible, not just in the sense of a credible threat but as a credible, committed partner in the venture, without giving off the sense of intransigence.

Further work is needed that separates the variables in the study. For one thing, testing the usefulness of email for prolonged processes should throw some light on business people's choice of channels in the single steps. In the meantime, there is a pedagogical task in raising the awareness of the communicative characteristics of email for negotiators.

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