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Argument, cognition and deadlock in email negotiation

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Abstract

This paper investigates a set of email negotiations in order to explain a high number of deadlocks. The paper argues that one reason is the combination of cognitive effort characteristic of the e-mail genre, and the argumentative pattern found when two parties simultaneously try to persuade the other of the justice of their cause.

For a negotiation involving the wording of a contract, the evidence suggests that, while there is a distinct advantage in the features of reviewability and revisablity, the email format allows selective attention to the other party's arguments, which can be shown to block suggestions and lead to sub-optimal results.

Keywords: email negotiation, media richness

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). International, and hence also intercultural, negotiations are routinely done by email. But while the advantages of email makes it a first choice for many tasks, particularly if it saves travelling costs, the evidence is mixed with regard to its effect on negotiation.

On one hand, there is evidence that computer mediated communication (CMC) is too lean a medium to facilitate agreement between people with conflicting interests; though the subjective judgment of the scope of electronic channels differs with the user's experience (D'Urso & Rains, 2008), in the negotiation literature, even a small amount of social interaction makes a difference to the results obtained (e.g. Morris et al., 2000).

But on the other hand, when the actual wording of a document is at stake, the written medium should provide an advantage, as the entire history of exchanges is available and there is no pressure for immediate response (Dennis, Fuller & Valacich, 2008; Loewenstein et al.,

2005). These two features provide an opposing expectation, viz. that in these circumstances, the email medium improves the possibility of settlement.

The present paper is the result of an experiment carried out in the course of training negotiation skills. The simulation has been used in class for years with very little deadlock; but when the medium was switched to email, the deadlock ratio went up steeply. What is it in the communication process conveyed by email that produces this effect? It is argued here that media richness is not the answer. Emails exist in print, but the exchange structure sometimes mimics talk; the paper will show that the process is different from oral negotiation in that it produces a central ambivalence in cognitive focus in holding together information, and a different pattern of response when the oral and the written characteristics of email collide.

In the following, some features of the email medium are discussed with the hypotheses that they have given rise to in relation to negotiation. Section 2 describes the data collection and the results; since all negotiation is about finding common ground, the exchanges are examined for the structure of the moves and the responses they produce; and since the personal relationship between negotiators plays a role in much of the literature, the data is examined for possible problems with face or civility in this exchange process. Section 3 discusses the tendencies that can be found as a possible corrective to media richness theory in relation to negotiation.

1. Background

To establish a background, we need to clarify if there is reason to predict a poor result directly from the characteristics of the medium.

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 Party and Other in the negotiation process, see Thompson & Nadler (2002); Thompson (2009); 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 social pressures (to be nice) and hence 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, CMC reduces outcome satisfaction, though the numerical results do not suffer (Purdy & Nye, 2000). Thus relationships are clearly in jeopardy if bargaining happens without the sense of an ingroup; with such odds against it, it would seem that relying on email for negotiation is courting disaster.

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, CMC has valuable properties, chief among which is the medium's capacity for carrying *information* and for retaining it. Secondly, CMC may influence the perceived *status* of the negotiators.

Reviewability and revisability. 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: 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. If the negotiator is also a second-language user, dealing with unfamiliar, foreign norms and expectations, 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 less friendly and more competitive 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 and not make mistakes, email would seem to take the pressure off.

For agenda setting, too, reflection helps in matters of decisions about information giving, offers and requests. 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.

Social cues and personal relations. While email may screen out social cues, there is also evidence of its potential for providing social identification: accessibility, dynamic exchange and high informality provide a sense of nearness (Wiesenfeld, Raghuram & Garud, 1999).

However, phrasing matters, for informality carries a danger of incivility. Explicit negative emotion is clearly bad for the receiver's face. Thus in a study of the eBay dispute resolution site, attacks on face drastically reduced the likelihood of resolution for claimants who used high-intensity words about their reaction ("angry", "despise", "disgusted") and told the other party what to do ("shouldn't", "need", "must") (Brett et al., 2007). Even a token display of respect and positive emotion seems to be a factor measurable in the negotiation processes (Hine et al., 2009).

In a similar vein, Griessmair & Koeszegi (2009) notice the difference between conditions phrased as ultimatums and those phrased as trade-off options ("we won't do X unless you do Y" *vs* "if we can both agree to X, then we can also do Y"). Phrasing under pressure is always a danger and a particular problem for second-language users; it can be assumed, then, that while CMC is sometimes associated with brash communication styles, the revisability feature should advantage negotiators who are otherwise careful about face-preserving strategies.

Finally, relationship is a rather ambiguous entity in negotiations. While it was shown above that parties were more comfortable after "schmoozing", the other factor is that dyads that orient to relational goals, trying to be nice, regularly underperform; this tendency has been called *relational accommodation* (Curhan et al., 2008), and seems to be mostly applicable to women. When they try to accommodate Other, they achieve lower joint gains, and therefore, the issue of power and status is necessarily important.

One of the least power-dominated and most optimistic studies on CMC, Amichai-Hamburger & McKenna (2006), reports that the Internet creates a protected environment, where group members overcome anxiety about each other, perceive similarity and discard the harmful stereotypes that produce hostile attributions. Virtual teams here share more information than equally dissimilar groups meeting face-to-face (in fact, 50 per cent more, which is impressive), and the option of communicating from the comfort of their own home makes them open to communication based on equality.

Equality, however, is only an advantage for the underdog. Where younger members or newcomers may feel empowered, negotiators in strong positions may feel subtly cheated. In a face-to-face meeting, they would have dominated the conversation through their evident power base or through cleverness, wit and charisma (Owens, Neale & Sutton, 2000). It is therefore no wonder that email exchanges also contain covert powerplay: for example, both

Jensen (2009) and Owens et al. (2000) notice that it counts as a power move when one party leaves a longish gap in the correspondence, and if the environment is right, people still seem to react to the status and power that they perceive from the texts (Weisband, Schneider & Connolly, 1995). Thus important aspects of the relational interaction between the negotiators can be conveyed by email as well as face-to-face.

With these considerations, it seems that in many respects CMC carry equivalent conditions to the face-to-face condition, and that 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.

2. The data

The test case that was chosen is a variant on the well-known Harvard case "Discount and Hawkins", adapted for local purposes. It is particularly interesting because its success depends on the exchange of information about prioritized interests, for both parties to arrive at a satisfactory result. The case 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, agreements should meet the most important goals of both parties. Actual wording matters in the negotiation, as part of the argumentation needs to be in Other's legitimate interest sphere to produce results (Bülow-Møller 2005)

Participants. Dyads were formed from different years and classes of international graduate students at a large European business school. All participants had taken 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. There were no native speakers of English in the experiment, so no one had an advantage with respect to formulation and argumentation. Out of twenty-seven original dyads, twenty-three transcripts were returned; of these, four were discarded as incomplete, because negotiators who thought they had finished had not actually reached an agreement on both the contested issues. Eleven dyads produced a clear agreement, and eight broke down. It is this last figure that is particularly worrying.

It should be stated at once that deadlock could happen because the negotiators reason that they can find a better alternative; but there is no a priori reason why this should be more

apparent on the mail. If the high failure rate is to do with the medium, it is a challenge to find categories that that can be compared; also, with the small number of cases, no statistical evidence would stand up: all that can be found is tendencies. With this reservation, however, tendencies can be found, and representative examples will be quoted below, comparing the 11 successes with the 8 deadlocks.

The problem. The case concerns the wording of a contract between a developer of a projected shopping centre 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. 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, while 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 tenants for the sake of the customer base. Consequently, in essence, the *retailer's* ideal version reads "the lease may be terminated at any time" and "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" and "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 Other'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 (a measure of) 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. In class, in the oral condition that usually takes between one and two hours of work for the dyads, this simulation will routinely produce one or two deadlocks out of 20 to 30 dyads, and perhaps three or four that fail to settle both issues without noticing that the agreement is faulty.

The analysis. On the basis of the discussion about advantages and drawbacks in email communication, it was decided to compare the successful transcripts with the deadlocks for differences in

- tone and civility,
- structure of argumentation and information, and
- structure of responses.

Tone and civility. To deal with the least tangible matter first, the corpus shows no particular difference between successful and unsuccessful dyads when checked for pleasant phrasing. All exchanges in the corpus start out with a great deal of politeness and expressions of high hopes, and they tend to be conventionally regretful when they deny requests (more of this later). The large majority of turns end with a conventional outstretched hand, like "I'm looking forward to hearing from you if this is acceptable". There is no flaming or explicit negative emotion remotely like the instances of "angry" or "despise" mentioned by Brett at al. (2007). The only example of feelings running high is from the successful corpus, where a long silence gives rise to an outburst accusing the Other of powerplay instead of collaboration; it seems to work, in that the outburst extracts a sensible response, including an excuse, and when the ruffled feathers are smoothed the frustrated party apologizes. It seems that the written mode, or rather, the *letter* convention, is instrumental in keeping the tone civilized. The results from this study bear out Brett et al. (2007), where positive emotion is no prediction of resolution in the eBay conflicts (whereas negative emotion is a clear indication of deadlock).

Successful exchanges. As it was argued above, the email medium is particularly suited to detailed argumentation and drafted agreements; but, paradoxically, in business correspondence it is also particularly suited to quick checks that move the business along. It was therefore decided to look more closely at the longest turns and the shortest turns in the exchanges, to see what they accomplished.

The lessors, the representative of the developer, had been instructed to contact their prospective tenant to finalize the deal. In the successful part of the corpus, the most frequent pattern is that the number of words 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 proposes a minimal change to their original idea or asks for further details, and the tenant then produces both argumentation, assurances and a detailed proposal, normally based on the tenant's own original contract proposal.

This is important: the party that manages to impose his or her own wording on the proposal will often be in control of the agenda. As an indicator, the party who imposes the

last condition, or drafts the last proposal, is far more visible in print than in a conversation, and the corpus was checked for this last move.

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'. It is therefore to be expected that it is the short responses that will prove different in the two categories.

Table 1 below shows

- first, the *number of turns*, excluding one pair of introductory meta-turns ensuring an open channel in dyads 5 and 7,
- secondly, the length in number of words of the *shortest negotiation* turn for each dyad, excluding greetings (like *Hi again*, *Dear Susanna, Best regards),* and excluding the final turn, which is normally just confirmation and/or mutual congratulations;
- thirdly, the length in number of words of the *longest* turn, again excluding initial and final greetings;
- fourthly, the *position* of this longest turn in the exchange, and
- fifthly, the participant who suggested the *final* changes, terms or conditions .

TABLE 1

Characteristics of successful negotiation exchanges

	No of turns	shortest turn	longest turn	long turn position	final change
1	6	79w	261w	2	Tenant
2	6	85w	308w	4	Tenant
3	7	148w	622w	4	Tenant
4	13	11w	354w	4	Tenant
5	8	11w	264w	5	Tenant
6	8	46w	241w	6	Tenant
7	13	34w	267w	3	Lessor
8	6	159w	348w	4	Tenant
9	8	94w	258w	1	Tenant
10	4	171w	302w	3	Lessor
11	7	252w	640w	4	Tenant

Information and argumentation. In the successful dyads, the longest turns range between 241 and 640 words; the majority is both preceded and followed by relatively long turns. The parties seem to settle into a rhythm, accommodating each other. All five instances of turn no.4 set out above contain a) the tenant's appreciation of the lessor's point that the mix of tenants in the shopping mall is a legitimate concern, b) assurances that the tenant can be trusted to share that interest, c) further argumentation that the freedom requested is actually within a reasonable range and part of a nation-wide scheme by the retailer (and hence out of the negotiator's hands), and d) a new offer, a draft paragraph. The factors are not necessarily in that order, but this is the canonical pattern.

Judging by the final draft, the tenants remain in the driving seat in 9 out of 11 successful agreements. In dyads 7 and 10, however, the lessors take the early initiative, presenting the most elaborate input as turn no.3; thus the only reason dyad 10 can settle in

just four turns is that the lessor has produced a carefully crafted package with several options that allows the tenant to prioritize her interests and pick the corresponding option.

Responses. While relatively long responses can be expected to take the preceding arguments into considerations, the very short turns must serve a different purpose. The four turns under 50 words were therefore singled out for comparison. They turn out to have the following functions (all examples are quoted verbatim):

a) metacommunication (lessor accepting apology): *No worries Roger - get back to me whenever you have time.*(5)

b) passive opening invitation (from tenant, turn 2): *Thank you for your email. We are disappointed that our standard terms are not in compliance with your ambitions for the Brandon Mill Center but hope, however, that we are able to accommodate and reach a suitable solution. Please send us you proposed solution today COB* (6)

c) passive mid-stream invitation (from lessor): *That sounds acceptable. Please send a draft as soon as possible* (4)

d) small amendment (by lessor): *I understand and appreciate your concern and therefore suggest:"The tenant may use the premises only in a manner consistent with K&B corporate Strategy. Subject to the strategy not deviating significantly from its principal"* (7)

In other words, there is nothing here to suggest that the short turns disrupt the flow.

Unsuccessful exchanges. In comparison, the deadlock exchanges have the characteristics set out in Table 2. The only change from the columns in Table 1 is that, instead of checking for the last terms before settlement, this table lists the participant who gave up, either by formally rejecting the hope of agreement or by "walking away from the table", i.e. cutting off the exchange.

TABLE 2

Characteristics of unsuccessful negotiation exchanges

	No of turns	short turn	long turn	long turn position	final walk away
12	6	115w	291w	1	Lessor
13	4	65w	407w	2	Lessor
14	5	57w	279w	1	Tenant
15	4	125w	491w	4	Lessor
16	5	170w	390w	4	Lessor
17	8	44w	308w	2	Lessor
18	7	247w	1165w	3	Lessor
19	6	79w	136w	5	Tenant

The average number of turns is lower, indicating less patience or will to settle in at least one of the partners. There is no dominant pattern: the most elaborate turn varies more widely (between 136 and 1165 words), and this contribution is found anywhere in the first five turns. The only resemblance with Table 1 seems to be that the tenants are making conditions: in six out of eight cases, it is the lessor who gives up.

The most interesting difference, however, is in the use of the short turns. The two shortest turns run as follows:

a) rejection (by lessor): *We understand this, but unfortunately we cannot offer you a long-term rent as long as you insist on your standard-clause. And we cannot offer you a short term lease, because we need to have along-term anchor-tenant in order to get the shopping-center financed.*(17)

b) partial rejection (by lessor): *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 sorry, that we cannot be more flexibel about the contract. What do you say, can we come to an agreement?* (14)

These two extracts follow the same pattern: they function very much like speech in their offhand reference to the prior turn, and they claim value or argue exclusively on their own territory. In other words, the (not at all unusual) oral option of taking a turn just saying "No, that won't work for me", has serious repercussions in print. For illustration, here follows the second example in context:

> *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 5)*: 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 sorry, that we cannot be more flexibel about the contract. What do you say, can we come to an agreement?

In turn 4, the tenant makes a useful suggestion ("discuss whether it is ok with restrictions for the first ten years or so"), but it is never considered by the lessor. The tenant's message consists of

a) A refusal of a prior suggestion, couched as a statement of concern about the long period ("we are a bit concerned", with backing argument ("the market [may] change"),

b) Acknowledgement of Other's concern ("I do understand"), overridden by a suggestion (or plea, rather) in her own interest ("but […] it would be better"), with assurances ("we are […]very careful"),

c) A concrete suggestion that would meet both parties' most salient interests ("discuss […] restrictions the first ten years"),

d) And a formalized greeting with a smiley.

This is email doing 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. section b) above. 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 (c), 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 clear up in here?", 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.

3. Discussion

There is good reason to believe that it is this structural ambiguity in the medium 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 so 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 email is also well suited to quick, informal feedback.

When these two characteristics collide, the exchanges get "out of sync". Seen from the talk-like perspective, a lengthy email violates normal turn-taking norms, and in fact, length is also against the norms of ordinary business interchange: in a study by Thomas et al. (2006) managers report that 70% of their mails take less than one minute to read. Friedman and Currall 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 Other not to engage with it, but rather to send large amounts of information back, arguing for his or her own side (as a negotiation tactic, this is known as "snowballing".) Obstacle number one is, then, that email encourages a tendency to produce *one-sided* arguments for one's own side, a move characteristic of deadlock (Bülow-Møller, 2005; Roloff, Tutzauer & Dailey, 1989).

But as it was seen in the corpus discussed above, many turns ended with an over-to-you formulation, inviting response to a proposal. Successful exchanges would not only deal with the questions raised, they would take stock, sometimes with numbered bullet points; 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, the most important indicator of deadlock is the tendency to select one proposal at the time and forget the rest of the message, thus stopping discussion about other aspects of the offer. The short rejections in the corpus are 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.

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.

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; and secondly, the intercultural angle should be more explicitly studied with the control of native speakers. In the meantime, there is a pedagogical task in raising the awareness of the communicative characteristics of email for negotiators.

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