

The Broken Promise: When Journalistic Ethics Became Legally Binding in *Cohen v. Cowles Media Co.*

The promise of confidentiality is one of the most sacred practices in journalism. It is this practice that incites confidence among sources to come out, without the fear of prosecution. There are laws and frameworks that help defend this gentleman's agreement for confidentiality up to some degree. However, we have only discussed what happens when a media organisation is forced to give up its sources by legal pressure. But what happens if a media organization violates the confidentiality clause by itself? This is what happened in Minnesota in the year 1991 during the state gubernatorial race when one candidate provided potentially defamatory information to Cowles Media Co. under the condition that the source would not be revealed. This was only to be violated by Cowles Media Co. This led to a landmark ruling, which established that the First Amendment does not shield journalists from the legal consequences of breaking a promise. By analysing this case, we get a unique preview of the intersections between journalistic ethics, the public's right to know, and the power of contractual obligation.

The case began in 1982 when Dan Cohen, who was a public relations executive for the Republican party, gave reporters from the Star Tribune information about the Democratic party's candidate. The information pertaining to a 12 year old conviction for a shoplifting case. To which the reporters from Star Tribune agreed to maintain confidentiality. However, the editors of the Star decided to not honour the confidentiality agreement and published Cohen's name as the source, and painted the news article as a last minute attack against the Democratic candidate. This controversial decision to include Cohen's name in the article, led to Cohen being fired from his position of a public relations executive (*Cohen v. Cowles Media Co.*, 1).

Feeling betrayed, Cohen went on to sue the news agency. However, he did not sue for liability, since the information he provided was in fact, true. He sued the newspaper for breach of trust and contract. Claiming that they had no right to reveal his name. However, the newspaper argued that they had the editorial discretion to decide whether or not to include the source's name. Which in this case, is as important as the news. Since the last-minute attack was politically motivated. They further argued that the people of Minnesota had the right to know the person and their motive behind this last-minute attack. Both the arguments from Cohen and against him created an ethical dilemma, which was dragged onto the courts (Peterson, 1).

From a journalistic point, the agreement between Cohen and the newspapers was meant to be honoured, as dishonouring it would mean that there would be repercussions in the future as sources

would not feel comfortable sharing their information, fearing that they might be pushed into the limelight later. Furthermore, Cohen's argument was not to shield his identity in the case of a hearing in front of a grand jury, but rather to just shield his identity in front of the public. On the other hand, the core ethical question was whether the news value of revealing the source outweighed the profound ethical duty to honor a promise.

Ultimately, the ruling from the Supreme Court came in favour of Cohen, where they cited what is known as "promissory estoppel". This is a part of contractual law, where it is stated that any promise made by two parties is legally enforceable if either party can reasonably rely on the other to abide by the promise (Promissory Estoppel, 1). In doing so, the Supreme Court essentially set the precedent stating that the First Amendment does not grant the press immunity from "generally applicable laws."

In conclusion, *Cohen v. Cowles Media Co.* is a critical case study because it establishes that a reporter's promise of confidentiality is not just an ethical guideline but can be a legally binding commitment. It serves as a source of confidence amongst sources and journalists to perform their duty as the voice of the public, who also reveals the information that the rich and powerful would otherwise prefer to be hidden.

Works Cited

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