

## **SUPEREROGATORY PROMISES A COMMENT ON KAWAL'S "PROMISING AND SUPEREROGATION"**

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There are promises that are vacuous, for example those that concern actions the promisor is incapable of performing. There are promises that are immoral, such as promises to do something morally wrong. Jason Kawal argues that there are also promises that turn out to be conceptually impossible, such as promises to act supererogatorily. Kawal produces a primary example for this kind of incoherent promises and argues that it creates a genuine philosophical puzzle. In the following comment I argue that the example is artificial and vague and that once it is reformulated in a clear and unambiguous way it does not create any irresolvable puzzle.

To begin with the example: "I hereby solemnly promise to perform at least one supererogatory action each month this year". Kawal is aware of an inherent vagueness in his example, and states in a footnote that it can be understood either as a "promise to oneself", or – for those who deny reflexive promises – as a promise "to a spouse, god, friend or what-have-you". I would say that if the addressee of the promise is oneself, then the example should be understood as a commitment rather than a promise; and if the addressee is an other, it is not clear what the point of such a promise could be (unless it is god to whom we make this "promise" and then it should better be interpreted as an oath). For promises are usually concerned with some benefit to the promisee, a benefit associated with the promisee's ability to rely on certain future actions of the promisor. What could a friend of mine benefit from my "promise" to perform one supererogatory action each month?

The ambiguity of Kawal's primary example is however not accidental. It is necessary for the creation of the air of paradox which he wants to highlight. First, the example mentions the background of the promise as the product of a New Year's reflection on one's life "of vice and excess". This may lead us to consider the "promise" or pledge as a moral *duty* and the ensuing monthly acts as simply the fulfillment of the *imperfect* duty of charity (in Kant's sense). Many philosophers have fallen into the trap of analyzing supererogation in terms of imperfect duties, as Kawal himself points out, and this confusion creates the sense of the promise itself being "obligatory". But, as we shall see, promising in most cases is itself a supererogatory act. And in those rare cases in which it is obligatory, Kawal's argument that there can be no promises to act supererogatorily is trivially correct, since there cannot be an obligation to supererogation.

So although not conceptually impossible, Kawal's primary example is pragmatically awkward due to the general nature of the promise. (Can I make a general promise to fulfill my promises next year?). But even if we succeed in imagining less contrived cases in which promises to do supererogatory acts are made (either to oneself or to others), I want to argue that there is nothing theoretically puzzling about them. I can commit myself to give charity (beyond the call of duty) next year; I can take a solemn oath of celibacy to God (which was one of the standard ways of Roman Catholics to engage in supererogatory conduct); I can even promise to my cat-loving spouse to volunteer next year in an animal shelter. Unlike the primary example, in which there is no benefit to an identifiable promisee, the latter example specifies my wife as the direct beneficiary of the promise. And this example, as we shall see, does not give rise to any conceptual conundrum.

So it is not clear what one means by a *general*, unspecified promise to act supererogatorily. But using Kawal's own development of his primary example the apparent threat of a paradox can be completely allayed. Rather than the fuzzy promise to do a monthly supererogatory act, consider an explicit promise I make to Alicia to take her tomorrow morning to the airport. Is it true, as Kawal argues, that when I actually come over at 4 a.m. to pick her up I am not doing anything beyond the

call of duty since I am under an obligation to fulfill my promise to do so? It cannot be the case for the simple reason that *the promise itself was supererogatory*, as are most promises. In other words, my act can be described in two ways:

“Driving Alicia to the airport at 4 in the morning”

“Fulfilling a (supererogatory) promise to drive Alicia to the airport”

Both descriptions equally characterize the action as supererogatory. And we might add that the same analysis applies to a promise made by me to Alicia’s mother (to take Alicia to the airport). Of course I have an obligation to the mother to fulfill my promise, since she relies on my generous (supererogatory) offer and is relieved from the task of driving her daughter. Not only is there nothing surprising in this analysis of the case – it is actually the structure of most cases of promising, in which the promisor supererogatorily binds himself to do a particular favor or service to another person. The promise is just a means to bridge the time-gap between the expression of the intent to help (the promising act) and a later point in time in which the act of help is actually performed. *Under the description* “supererogatory”, there is only *one* act in the above story: The act of promising as such cannot be described as supererogatory unless it is fulfilled; but the (obligatory) fulfillment of the promise does not detract from the supererogatory nature of the promising and hence of the completed act (which can be described as “driving Alicia to the airport as promised”).

My suggested analysis of supererogatory promises is no different from any act of charity, gift or assistance that goes beyond the call of duty. Some people give money to a charity through a bank order which makes monthly transfers to the charity. Making the bank order is of course supererogatory, but does it mean that every month the transfer itself is not supererogatory (since the donor has already committed herself to giving)? Or is it the donor’s *abstention* every month from cancelling the order the supererogatory act? Or is this abstention obligatory due to the promise to give associated with the original order? Again, the most natural way to describe the supererogatory action is the making of the bank order *together* with its monthly realization (which is the content of the bank order itself). Making a promise to do you a supererogatory

favour not only does not detract from the value of the actual favour: it often increases it by enabling you to rely in advance on its benefits.

Kawal's story can be analyzed in alternative ways. First, it may be considered as involving *one* act under two descriptions: "doing Alicia a supererogatory favor" and "fulfilling a promise" (either to Alicia or to her mother). Secondly, the story may be reconstructed as consisting of *two* different acts: making the promise (either to Alicia or to her mother) and driving Alicia. Contrary to Kawal, I believe there is no contradiction either between the two descriptions or between the two actions. *By* driving Alicia to the airport, I (dutifully) fulfill my (supererogatory) promise. This is no more puzzling than buying you a book as a supererogatory gift from a bookseller whom I promised to support in her struggle to maintain her business: the gift remains genuine despite the fulfillment of a promise involved in its purchase.

The duty of gratitude is often correlated to supererogatory action. You should definitely be grateful to me for the book I bought you as a gift. The bookseller should be grateful too, either towards my act of support of her business, or – if you wish to separate the promise from its realization – for my act of promising. (If she is philosophically petty, she should thank me only once: either at the moment of making the promise, the realization being a duty for which no thanks are due, or at the moment of realization, if an unrealized promise should wait to be realized before being thanked for). But whichever description you choose, gratitude must be shown, which is indicative of the supererogatory nature of the act, both from the point of view of the recipient of the gift and from that of the book seller.

To conclude, Kawal's puzzle arises only because of the vagueness of both his primary example and of the principle (P), which Kawal defines as follows: "In promising to perform action A, agent S thereby, *ceteris paribus*, creates a *prima facie* obligation for herself to perform action A". But leaving aside commitments and oaths, which have a structure and a moral status of their own, standard promises are addressed to others who stand to gain from them, and the moral obligation to fulfill promises is accordingly always *to* others (who can also release the promisors from their obligation). As it stands (P) cannot be taken as "a basic principle

concerning promising". To make sense it should be described in a more specific way: In promising to O to perform an action A, agent S thereby, *ceteris paribus*, creates a *prima facie* obligation to O to perform action A. And this formulation does not create any logical problem when A is understood as a supererogatory act.

Obviously, once the initial example is shown to be clear from paradoxical implications, there is no problem in its replication (month by month) or multiplication (many acts each month), as Kawal describes them. That is to say, I can do many supererogatory acts which would count as fulfilling my supererogatory commitment or "promise" to act supererogatorily. Note that even if I do more supererogatory acts per month than my original commitment or promise, these further acts are no more supererogatory than those to which I committed myself. A surprise gift is no more supererogatory than a previously promised gift. Furthermore, Kawal's refutations of the attempts to solve the puzzle of promising and supererogation through the distinction between "obligatory" and "fulfilling an obligation", or between intentional and spontaneous acts, or between motive and action, even though persuasive in themselves, turn out to be unnecessary since the initial puzzle is not genuine.

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