

On Promising to Supererogate: A Response to Heyd

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Abstract In my “Promising and Supererogation” I argue that one cannot fulfill promises to perform supererogatory actions (such as “I hereby promise to perform one supererogatory action every month”). In a response to my paper, David Heyd argues that there is an alternative solution to the problem I raise. While I agree with much that Heyd says about the examples he discusses, his proposed solution involves a crucial alteration of the problem; his proposed solution does not solve the problem I present.

Keywords Heyd · Promising · Supererogation

In my “Promising and Supererogation”¹ I argue that one cannot fulfill promises to perform supererogatory actions (such as “I hereby promise to perform at least one supererogatory action every month”). The problem arises out of two commonly accepted principles, one concerning promises, the other supererogation:

(P) In promising to perform action A, agent S thereby, *ceteris paribus*, creates a *prima facie* obligation for herself to perform action A.

(S) A necessary condition for an action A to be supererogatory is for agent S is that A not be obligatory; A cannot simply fulfill an obligation.²

The problem is clear when we examine a specific case where one performs what appears to be a supererogatory action, and consider whether it would satisfy a promise to perform at least one supererogatory action each month:

If your (apparently) supererogatory action is taken to fulfill your promise to perform at least one supererogatory action each month, then it is fulfilling an obligation, and thus

¹Kawall (2005).

²Ibid., p. 390.

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cannot be supererogatory (according to (S)). On the other hand, if doing so did not fulfill your promise, then it seems it was simply a supererogatory action (after all, it would be a morally good action that does not fulfill an obligation). And if this is correct, then it apparently would fulfill your promise. We thus arrive, at least in a rough-and-ready fashion, at a paradox.³

In the bulk of the “Promising and Supererogation” I consider several attempts to solve the problem (in particular, attempts to allow that one can fulfill such promises to supererogate), and show each of them to fail. The problem is genuine; or so I argue.

In a response to my paper, David Heyd argues that there is an alternative solution to the problem.⁴ While I agree with much that Heyd says about the examples he discusses, his proposed solution involves a crucial alteration of the problem; I do not believe that his proposed solution solves the underlying problem that I present.

Heyd begins by suggesting that a promise to perform at least one supererogatory action per month is too ‘fuzzy’ or vague as it stands, and in two ways. First, as I present the example in my original paper, I do not clarify to whom the promise was made, suggesting that it could be understood as a promise or commitment to oneself, or to a friend, God, or what-have-you. Heyd suggests that if the addressee is another, 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 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?⁵

While I agree that most promises are concerned with some benefit to the promisee, this does not seem a necessary condition. We can imagine parents who ask their children to promise that they will brush their teeth while away at summer camp. If the children make and keep this promise, it seems that they will themselves be the chief beneficiaries of their actions. Or I could promise you that I will give money to one of your preferred charities. The chief beneficiary would be the charity and those it serves. Still, in both cases we might think that the promisee has an interest at stake (parents with their children; you and your preferred charity). But then should not all people have an interest in moral behaviour? If so, a friend could benefit from a promise to perform supererogatory actions. More fundamentally, if I promise you that I will do something that will not benefit you at all (“I promise you that I will clean my sock drawer today”), while this would not be a common or particularly useful promise, Heyd has not yet given any reason to think that it is not still a genuine promise.

Still, we can modify my promising example to satisfy Heyd’s intuition here. Suppose that we are friends, and that over the past year you have been an exemplary friend, while I have been (at various times) demanding, absent, uncaring, and generally a poor friend to you. I come to recognize this, and decide to make amends. So I make the following promise to you, in particular: “I promise that I will perform at least one morally supererogatory action for you – where you will be the primary beneficiary – every month from now on; you can even tell me if there is a specific supererogatory action you would like me to

³ Ibid., p. 390.

⁴ Heyd (2005). Throughout Heyd’s article there is a recurring minor typographical error (‘Kawal’ rather than ‘Kawall’); I correct the spelling in all quotations that follow.

⁵ Ibid., 399.

perform in a given month.” Clearly you will benefit from this, and we have given a specific addressee for the promise.

The second area where Heyd finds ‘fuzziness’ in promises to supererogate lies in the content of such promises themselves. Heyd suggests that “although not conceptually impossible, Kawall’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?).”⁶ The worry seems to be that such a promise lacks a sufficiently clear content, or perhaps fails to pick out a sufficiently concrete action or set of actions. However, it is hard to see where the problem is supposed to lie, exactly. If I promise you that tomorrow I will perform an action that will maximize utility, there is no specific action that I am required to perform. But the promise seems perfectly intelligible, even if rather general. General or ‘fuzzy’ promises seem quite common: “I promise I’ll make it up to you,” “I promise I’ll work harder on my schoolwork,” “I promise you that I’ll make more time for us,” and so on. In each case, no specific actions are picked out, but they do not seem especially problematic for this. A promise to perform actions that go beyond the call of moral duty is perhaps more unusual than these others, but Heyd would need to say more to explain why this would render such a promise invalid or otherwise non-genuine. It seems no more problematic than a promise to perform at least one action every month that contributes to the well-being of my community. As to the rhetorical question that Heyd asks in brackets, I would respond that “Yes, we could make such a promise,” at least in the absence of argument(s) to show that such a promise is somehow incoherent or otherwise problematic.

With these points in hand, we can turn to Heyd’s proposed resolution to our problem:

[U]sing Kawall’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 Kawall 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.⁷

Heyd seems to see himself as simply giving a more precise content to our original promise, and holds that when this is done, the problem disappears. But what Heyd has given us is in fact a very different promise. I agree with him that if I were simply to promise Alicia to take her to the airport, and successfully do so, then my action would be supererogatory. But notice: “I promise you that I will take you to the airport” is a very different promise from “I promise you that I will perform a supererogatory action for you.”

A key point is that I intend the promise in the problem case to be understood as a promise to perform a supererogatory action *as such* (i.e., insofar as it is supererogatory), not simply a promise to perform some action that happens to be supererogatory. This is perhaps not made sufficiently clear in my original paper, and may explain the motivation behind Heyd’s proposal. My thesis is rather more modest than that which Heyd attributes to me. I am interested only in the narrow set of cases where one explicitly promises to perform *supererogatory* actions; I do *not* claim that problems arise in ordinary cases where one promises to do something that – as a matter of fact – happens to be supererogatory.

⁶ Ibid., 400.

⁷ Ibid., 400–401.

To see that the underlying problem remains, consider again Heyd's case where you make and fulfill a promise to take Alicia to the airport. We can agree that under normal circumstances such an action would be supererogatory. But now imagine that prior to making this promise, you had also made the following promise to Alicia "I promise that I will perform at least one supererogatory action that will benefit you." Can your promising and taking Alicia to the airport fulfill this antecedent promise? If we attempt to treat your action as supererogatory and as thus fulfilling the antecedent promise (and corresponding obligation) to perform a supererogatory action, it could not – *for that very reason* – be a supererogatory action (as a necessary condition of a supererogatory action is that it not fulfill an obligation). And as such, it cannot fulfill the obligation imposed by the antecedent promise; the problem returns. But for further defence of my claims at this point, I must refer the reader back to my original paper.

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References

- Heyd, D. (2005). Supererogatory promises: A comment on Kawall's "Promising and Supererogation." *Philosophia*, 32, 399–403.
- Kawall, J. (2005). Promising and supererogation. *Philosophia*, 32, 389–398.