

Response to Jason Kawall

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Jason Kawall's response to my earlier comment on his article "Promising and Supererogation" usefully narrows down the discrepancies between our respective views by clarifying the examples and focusing on the contested issue.

The thrust of Kawall's argument in his response lies in his distinction between what I refer to as a first-order promise ("I promise you that I will take you to the airport") and a second-order promise ("I promise you that I will perform a supererogatory action for you"). Indeed, as Kawall notices, the two are different. But is this difference relevant to the argument about the impossibility of fulfilling promises to do supererogatory actions? I doubt it. The same logic applies to first-level promises and to second-level promises. The promise to take you to the airport is itself supererogatory and so is the action of driving you to the airport. Obviously, once I promised to do the particular supererogatory act, I am under an obligation to do it. There is no paradox in that analysis, as Kawall admits. But similarly, on the second level, the promise to do a supererogatory act in your favor is itself supererogatory, and hence doing for you supererogatory acts "as such" (as Kawall refers to them) is also supererogatory. And again, and for the same reason as that applying on the first level, once I promised to you that I will act supererogatorily for you, I am under an obligation to do so. So there is no paradox involved in the analysis of this more "modest" claim. In *both* cases the action, which now I am under an obligation to perform, would have been supererogatory had I not promised to perform them. The "level" of description ("taking you to the airport" vs. "doing for you a supererogatory act") affects neither the coherence of the original act of promising nor the obligatory nature of its fulfillment.

I argued that promise making itself is *usually* a supererogatory act, i.e., we make promises to act in ways which are otherwise not obligatory (like helping you move to a new apartment). Indeed, there are exceptions, such as promising to you that I will never again insult you. Kawall's original example also belongs to this category of exceptions. The first-order promise to drive you to the airport becomes under the earlier second-order promise to do a supererogatory act ("as such") obligatory. There is no paradox in the fulfillment of second-order promises by making first-order promises: promising Alicia to take her to the airport in *this context* is indeed obligatory in fulfilling the second-order promise, although the content of this promise is a fully-fledged supererogatory act.

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