

WHAT IS WRONG WITH PROMISING TO SUPEREROGATE

Claire Benn, University of Cambridge

cmabenn@gmail.com

<http://clairebenn.wordpress.com>

Abstract: There has been some debate as to whether or not it is possible to keep a promise, and thus fulfil a duty, to supererogate. In this paper, I argue, in agreement with Jason Kawall, that such promises cannot be kept. However, I disagree with Kawall’s diagnosis of the problem and provide an alternative account. In the first section, I examine the debate between Kawall and David Heyd, who rejects Kawall’s claim that promises to supererogate cannot be kept. I disagree with Heyd’s argument, as it fails to get to the heart of the problem Kawall articulates. Kawall’s argument however fails to make clear the problem with promising to supererogate because his discussion relies on the plausibility of the following claim: that supererogatory actions cannot also fulfil obligations. I argue that this view is mistaken because there are clear examples of supererogatory actions that also fulfil obligations. In the final section, I give my alternative account of the problem, identifying exactly what is wrong with fulfilling a duty, and thus keeping a promise, to supererogate. My diagnosis emphasises the importance of identifying *non*-supererogatory actions when it comes to understanding the way in which supererogatory actions go above and beyond the call of duty.

Keywords: Heyd, D.; Kawall, J.; Obligations; Oversubscription; Promises; Supererogation.

A necessary feature of supererogatory actions is that they are not required. Given this, there is a question as to whether we can keep a promise – and thus fulfil a duty – to perform a supererogatory action. In this paper, I argue that such a promise cannot be kept. While Jason Kawall also argues for this position, he misdiagnoses the problem. I locate some cases of supererogatory actions that call into question the plausibility of his formulation of the paradox of promising to supererogate. I give an alternative diagnosis of the problem and identify exactly what is wrong with promising to supererogate. This diagnosis emphasises the importance of identifying non-supererogatory actions for understanding the way in which supererogatory actions go above and beyond the call of duty.

1. A Misdiagnosis

Kawall asks us to imagine the following situation:

It is New Year's Day. Reflecting on a life of vice and excess, you decide to commit yourself to a programme of rigorous moral self-improvement, including the following resolution: "I hereby solemnly promise to perform at least one supererogatory action each month this year." (2005: 389)

Kawall provides a modification for those who object to the notion of making a promise to oneself, by making it a promise to perform a supererogatory action for someone else: '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' (2006: 154). In this paper, I talk in terms of the original promise only, as the problem that applies to it also applies to the modified promise.

Kawall asks us to imagine that, after you have made this promise, you discover that your friend, Alicia, needs a lift to the airport at 4am. You offer to drive her, saving her the inconvenience and expense of a taxi, despite the fact that it will mean getting up early and you are relatively busy. Having performed this act, you return home 'quite pleased with yourself' as you did a nice thing for your friend; then 'you're still more chuffed' as you realise that you have also fulfilled your promise to perform a supererogatory action (2005: 389-390).

The problem is, according to Kawall, that if the apparently supererogatory action of taking Alicia to the airport fulfils your promise to perform a supererogatory action, then 'it is fulfilling an obligation, and thus cannot be supererogatory' (2005: 390). If it is not supererogatory, then it cannot fulfil the promise. If this action does not fulfil your promise, then it *is* a supererogatory action as, 'after all, it would be a morally good action that does not fulfil an obligation' (2005: 390). However, this means that it would, apparently, fulfil the promise. We thus arrive, according to Kawall, 'at least in a rough-and-ready fashion, at a paradox' (2005: 390). He concludes that we cannot keep a promise to supererogate.

One response to Kawall's argument is made by David Heyd. Heyd rejects Kawall's claim that we cannot keep a promise to supererogate. He argues that the act of driving Alicia to the airport can be described equally well in two ways: as 'driving Alicia to the airport' and 'fulfilling a promise to drive Alicia to the airport' (2005: 401). The first description is of an action that is, Heyd claims, supererogatory. The

second description is of an action that is not supererogatory (as it fulfils the promise); nevertheless, the promise itself was supererogatory to make and thus still involves a supererogatory act. Heyd claims that ‘the (obligatory) fulfilment of the promise does not detract from the supererogatory nature of the promising and hence of the completed act’ (2005:401). Heyd does admit, parenthetically, that

If [the beneficiary] 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. (2005: 402)

Heyd’s response, however, fails to address the problem. The promise to supererogate may itself be supererogatory. Nevertheless, in the case in question, the promise is to perform a *further* supererogatory act. The action that the agent performs must also be supererogatory in order to fulfil the promise. The problem that Kawall raises with a promise to perform a further supererogatory action is that if an action fulfils a promise – and thus a duty – it cannot also be supererogatory; and if it is not supererogatory, it cannot fulfil the obligation. Heyd fails to address this problem.

While Heyd’s response to Kawall is unsatisfying, this is not to say that Kawall’s diagnosis of the problem is convincing. Kawall gives the following premise in his paper: ‘A necessary condition for an action A to be supererogatory is that A not be obligatory; A cannot simply fulfil an obligation for S’ (2005: 390). I believe the key to understanding what is wrong with promising to supererogate lies in a distinction between an action fulfilling an obligation and an action (to use my terminology) *minimally* fulfilling an obligation. Kawall’s premise therefore looks promising. However, in his paper, Kawall does not emphasise or articulate a distinction between fulfilling and ‘merely’ or ‘simply’ fulfilling an obligation.¹ When formulating his ‘rough and ready paradox’, he relies on the plausibility of an action ceasing to be supererogatory if it fulfils an obligation (such as the fulfilment of a promise).² This is problematically incomplete because there are actions that are

¹ While these qualifiers occasionally turn up in Kawall’s discussion (2005: 390, 390, 392, 394), on many more occasions Kawall speaks, without qualification, of an act ‘fulfilling an obligation’ (2005: 390, 390, 391, 391, 391, 395, 395, 396; 2006: 156).

² Kawall’s use of ‘fulfilling an obligation’ without qualification also includes such key statements as ‘[this action] is fulfilling an obligation, and thus cannot be supererogatory’ (2005: 390); ‘the fact that this action is fulfilling an obligation (even if it was not itself obligatory) precludes it from being supererogatory’ (2005: 391); ‘we are better to maintain what is widely-held as an essential mark of supererogation (that it is ‘beyond the call of duty’, and thus cannot fulfil an obligation)’ (2005:396);

acknowledged to be supererogatory and, nevertheless, also fulfil obligations including promises. Given the possibility of such actions, the importance of a distinction between fulfilling and ‘simply’ fulfilling an obligation becomes clear. It is therefore unfortunate that an explanation of this distinction is absent in Kawall’s discussion, because, as I show here, it is only by articulating such a distinction that the real problem of fulfilling a promise to supererogate can be seen.

2. *Oversubscription*

The claim that any action that fulfils an obligation cannot be supererogatory is *prima facie* plausible. However, it is mistaken because it overlooks actions that are acknowledged to be supererogatory and yet fulfil our obligations: cases of supererogatory oversubscription. Having explored these cases, I give my explanation of what is wrong with promising to supererogate. My diagnosis does not rely on the claim that, if taking Alicia to the airport fulfils a promise, then *in virtue of that fact alone* it ceases to be supererogatory.

Consider the following example that I adapt from Gregory Mellema. Suppose I promise to give you £100. Suppose I then give you £200. There are two questions concerning my action. One is whether my action fulfils my duty. The other is whether my action is supererogatory (as long as it meets the other requirements for supererogatory action). Let us begin by supposing that I do fulfil my duty by giving you the £200. It seems clear that, even if this is the case, I also do something supererogatory because I do more than simply fulfil my duty to give you £100. As Mellema says, ‘one can rightly observe that [my act] both fulfills a duty and goes beyond the fulfillment of a duty’ (1991: 172). It might be objected that this is based on the assumption that I do fulfil my duty by giving you £200. However, it is problematic to assume that, because giving £200 is supererogatory, it cannot also fulfil our duty. This would have the consequence that, despite having promised only £100 and having given £200, I would still not have fulfilled my duty. I would, therefore, still owe a further £100. Not only is this counter-intuitive (imagine our reaction to someone who, having been promised £100 and having already received

and ‘if we attempt to treat your action as supererogatory and thus as 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 fulfil an obligation)’ (2006: 156).

£200, demands a further £100), an explanation is needed as to why my giving of £200 is not an act that fulfils my obligation to give you £100, and such an explanation is hard to come by. Thus, I claim that my giving you £200 in this case both fulfils my duty, as it involves giving the £100 I promised, and is supererogatory, as it involves giving an extra £100. We can imagine many other examples of this kind, where, by one act, we fulfil our obligations and yet go beyond fulfilling our obligations. Joel Feinberg calls such actions cases of ‘oversubscription’ or ‘duty plus’ (1968: 282). These are cases where our action fulfils our duty and, at the same time, exceeds it.

In many ways, it is not a surprising result that there are cases of supererogatory action that involve oversubscription. Heyd himself recognises cases of supererogatory oversubscription (1982: 1 and 135). Given that he accepts the existence of such cases, it is surprising that he does not question those passages where Kawall argues as if an action fulfilling an obligation is sufficient for it ceasing to be supererogatory. The articulation of Kawall’s paradox relies on the plausibility of the assumption that a supererogatory action cannot fulfil an obligation. Given the existence of cases of supererogatory oversubscription, the plausibility of the paradox is called into question. Thus, Kawall fails to convincingly establish that we cannot keep a promise to supererogate.

It might be thought that the acceptance of cases of supererogatory oversubscription supports the position that a promise to supererogate *can* be kept. Now that it is acknowledged that supererogatory actions can fulfil our duty, it ceases to be problematic, as implied by Kawall’s argument, that the act of you driving Alicia to the airport is both supererogatory and fulfils a promise. Kawall’s original puzzle appears to be solved. This is not, however, the case. The existence of acts of supererogatory oversubscription fails to support the claim that promises to supererogate can be kept. The question then is why a promise to supererogate cannot be kept, if an act can be both supererogatory and fulfil our duty. In my view, the answer lies in the identification of the minimal fulfilment of our duty.

3. Diagnosing What is Wrong with Promising to Supererogate

A necessary feature of supererogatory actions is that they are, in some sense, ‘not required’. Before considering cases of oversubscription, it might have been tempting to understand this condition by drawing a sharp distinction between actions that fulfil

our duty and actions that are supererogatory. What has been shown is that such a distinction would fail to capture many cases of supererogatory actions – namely those of oversubscription – where we also fulfil our duty. The question remains as to how to distinguish those actions that fulfil our duty and are not supererogatory and those actions that fulfil our duty and are supererogatory. In order to answer this question it is important to note that supererogatory actions are often described as going beyond the bare minimum. It is here that the line should be drawn: between actions that fulfil our duty and do no more, thus doing only the bare minimum, and those actions that fulfil and *exceed* our duty, and so go beyond the bare minimum. Any action that involves merely doing the bare minimum must be non-supererogatory, as by definition it does not involve going beyond the bare minimum. Supererogatory actions that also fulfil our duty must therefore be understood in relation to these non-supererogatory ways of fulfilling our duty.

The importance of non-supererogatory ways of fulfilling our duty is often overlooked in discussions of supererogation, perhaps because the significance of cases of supererogatory oversubscription is underestimated. The significance of non-supererogatory ways of fulfilling our duty becomes apparent in the case of promising to supererogate. First, it is important to note that it cannot be the case that a duty can only be fulfilled by supererogatory actions. Actions can fulfil a duty and be supererogatory when they *oversubscribe* to that duty; but this means that there must be a way of subscribing to, i.e. fulfilling, that duty which is not supererogatory, because it involves doing the bare minimum to fulfil the duty. Thus, whether or not a duty can be fulfilled by an action that is also supererogatory, there must always be some action that fulfils it and is not supererogatory. It is here that the source of the problem with promising to supererogate lies.

The promise to supererogate is a promise to perform an action that remains supererogatory *after* the promise is made. This promise generates a duty to perform a supererogatory action. As argued above, while it is not a problem that an action is supererogatory and fulfils a duty, there must be a non-supererogatory way of fulfilling that duty. The question is what non-supererogatory action can fulfil the duty generated by the promise to supererogate. The answer is that there is no action that is not supererogatory and fulfils this duty. This is because, if a non-supererogatory action is performed, it would not fulfil the promise, as the promise can only be

fulfilled by actions that *are* supererogatory. Thus, there is no action that constitutes doing the bare minimum with respect to this duty. Any action that constituted doing the bare minimum would be non-supererogatory and would therefore fail to fulfil the promise. Given this, there can be no action that constitutes doing *more* than the bare minimum when it comes to fulfilling this duty. As there can be no non-supererogatory action that fulfils this duty, there can be no supererogatory action that fulfils this duty. The duty therefore cannot be fulfilled by any action. This is why a promise to supererogate cannot be kept. We cannot fulfil a duty to supererogate.

Two questions might be raised in response to this position. One is whether the problem raised above with respect to promising to supererogate is only a problem for the way the promise is formed. It might be thought that an alteration to the promise could avoid the problem raised. It is indeed possible to alter the scenario such that it is not a *promise* that is made. For example, we could instead commit to perform a supererogatory action where this does not create a duty. It is also possible to alter the scenario such that we promise to perform an action that is considered supererogatory *before* the promise is made. However, in neither case do we have a duty to perform an action that is (and remains) supererogatory. It is in these cases – where we have a duty to perform an action that remains supererogatory – that a problem arises. No matter how a promise is formed, if it generates such a duty, it cannot be fulfilled.

The other question that might be raised is whether my argument implies that gratitude – normally considered the appropriate response to a supererogatory action – is inappropriate as a response to any action that fulfils a promise. The answer to this question is that my argument does not imply this. There are two reasons why gratitude can be appropriate even when an action fulfils a promise. The first is that gratitude can be appropriate even if an action fulfils a duty, including when an action *minimally* fulfils that duty. We are often grateful to doctors and members of the emergency services even when they really are just doing their duty. We are often grateful when someone makes a promise *and* grateful when they keep it, even when they fulfil this duty minimally. We are generally not the philosophical pedants that Heyd describes who are either grateful when the promise is made but not when it is kept or grateful when the promise is kept but not when it is made. Often we are grateful when it is made *and* when it is kept.

The second reason is that we can often oversubscribe when keeping a promise. If I promise to give you £2, I do something supererogatory if I give you £5. Gratitude can therefore be appropriate when I give £5 even though this fulfils my promise, because it exceeds the minimal fulfilment of this promise. Even if I promise to do something that was, before the promise, considered supererogatory, I can oversubscribe with respect to this. Suppose that before the promise is made, holding the door open for you is supererogatory and so is taking you to the airport. The minimal fulfilment of my promise – to do something that, before my promise, was supererogatory – would, let's say, be to hold the door open for you. Therefore, gratitude would be appropriate if I take you to the airport, because this would be an act of oversubscription that should be considered supererogatory *even after* the promise is made.

4. Conclusion

While there is perhaps no *prima facie* reason to think that a promise to supererogate *could* be kept, here I have discussed exactly what is wrong with promising to supererogate. The discussion between Kawall and Heyd overlooked the possibility that actions could both fulfil an obligation (such as a promise) and still be supererogatory. Closer examination of these cases of supererogatory oversubscription called into question the plausibility of Kawall's 'rough and ready paradox'. Despite explicitly rejecting any assumption that an action ceases to be supererogatory if it fulfils an obligation, I maintain that a promise to supererogate cannot be kept. Cases of supererogatory oversubscription highlight the importance of the non-supererogatory fulfilment of a duty. It is by going beyond these non-supererogatory duty-fulfilling acts that an action is supererogatory even when it also fulfils a duty. Once the importance of such actions is emphasised, the real problem with promises to supererogate becomes apparent. For the promise to be kept, we must perform an action that is both supererogatory and fulfils our duty. This is not in and of itself problematic. A problem arises because, for there to be an action that is both supererogatory and fulfils our duty, there must be an action that is both *non-supererogatory* and fulfils our duty. There is, however, no such action in the case of promising to supererogate. Without any non-supererogatory acts that fulfil our duty,

there can be no supererogatory acts that fulfil our duty. Consequently, there is no act that can fulfil the duty generated by the promise to supererogate.

Claire Benn, University of Cambridge

Email: cmab3@cam.ac.uk

Website: <http://clairebenn.wordpress.com>

References

- Feinberg, J. (1968). Supererogation and Rules. In J. Thomson and G. Dworkin (Eds.), *Ethics* (pp. 276-288). New York: Harper and Row.
- Heyd, D. (1982). *Supererogation: Its Status in Ethical Theory*. Cambridge: Cambridge University Press.
- Heyd, D. (2005). A Comment on Kawall's 'Promising and Supererogation'. *Philosophia*, 32, 399-403.
- Kawall, J. (2005). Promising and Supererogation. *Philosophia*, 32, 389-398.
- Kawall, J. (2006). On Promising to Supererogate: A Response to Heyd. *Philosophia*, 34, 153-156.
- Mellema, G. (1991). Supererogation and the fulfilment of duty. *The Journal of Value Inquiry*, 25, 167-175.