

Chapman University

Chapman University Digital Commons

Philosophy Faculty Articles and Research

Science and Technology Faculty Articles and
Research

3-15-2023

Keeping Promises to Supererogate

Michael Robinson

Follow this and additional works at: https://digitalcommons.chapman.edu/philosophy_articles



Part of the [Other Philosophy Commons](#)

Keeping Promises to Supererogate

Comments

This article was originally published in *Philosophia* in 2023. <https://doi.org/10.1007/s11406-023-00635-y>

Creative Commons License



This work is licensed under a [Creative Commons Attribution 4.0 License](https://creativecommons.org/licenses/by/4.0/).

Copyright

The author



Keeping Promises to Supererogate

Michael Robinson¹ 

Received: 2 July 2022 / Revised: 21 December 2022 / Accepted: 27 February 2023
© The Author(s) 2023

Abstract

Promises to perform supererogatory actions present an interesting puzzle. On the one hand, this seems like a promise that one should be able to keep simply by performing some good deed or other. On the other hand, the only way to keep it is to do something that exceeds one's duties. But any good deed that one performs, which might otherwise have been supererogatory, will not go above and beyond what one is morally required to do in such a case because one has an obligation that one does not normally have—namely, an obligation to do something supererogatory. Thus, some scholars have argued that promises of this sort cannot possibly be kept and so are wrong to make. I show that, far from being impossible, keeping promises to supererogate is easy, and so there is nothing wrong with making promises of this sort.

Keywords Duty · Obligation · Oversubscribe · Promises · Supererogation · Supererogatory actions

1 Introduction

Imagine that you and a friend are reflecting on your lives and having a conversation about things you are proud of and things you regret. At one point, looking for some reassurance, you ask your friend if she thinks that you are a good person. Your friend replies, “Of course, I think you’re a good person. You’re very kind to your friends and family, you donate to charity on a regular basis, and you care a lot about doing the right thing. In fact, you seem to put a good deal of effort into thinking about what your moral obligations are and doing whatever it takes to satisfy them. I suppose, if

✉ Michael Robinson
michaelrobinson@chapman.edu

¹ Department of Philosophy, Chapman University, 1 University Drive, 92866, Orange, CA, USA

you're looking for ways to improve, you could try going out of your way more often to help out people less fortunate than you are." Suppose that in response to your friend's prompting you make the following promise: "I promise to perform at least one supererogatory action within the next month."¹ Some scholars have argued that this is a promise you cannot possibly keep (Kawall, 2005, 2006; Benn, 2014); and, for this reason, according to some of them, it would be wrong for you to make this kind of promise (Benn, 2014). My aim in this paper is to show that, far from being impossible, keeping a promise to do something supererogatory is easy. As a result, there is nothing wrong with making promises of this sort.

2 The Puzzle

One way to think about what is at issue here is to see the promise to do something supererogatory as presenting us with something of a puzzle. Although perhaps a bit unusual, there does not appear to be anything incoherent about the scenario with which we began or with thinking this is a promise it is possible for you to keep. It would be easy enough for you to give some money to a charity of your choice or spend an afternoon volunteering at a local soup kitchen, for instance, and each of these seems to be exactly the sort of thing that was in mind when you made your promise. Thus, the following seems like a plausible thesis:

T1. A promise to perform a supererogatory action is a promise that is possible to keep.

A problem arises, however, when we note that the following two theses are also exceedingly plausible (even truistic):

T2. Supererogatory actions are morally good actions that exceed one's moral obligations.

T3. Promises generate (prima facie) obligations to do what is promised.

Together, T2 and T3 imply that, in light of the promise you made to your friend, you now have an obligation to do something that exceeds your moral obligations.

Because fulfilling this obligation is required to keep your promise, we might begin to suspect that this is not a promise you are able to keep after all. Suppose, for instance, that you set out to keep your promise to your friend by volunteering for the day at a local soup kitchen. Ordinarily, this would count as supererogatory on your part. In this case, however, you have a moral obligation that you do not normally have, namely, an obligation to do something supererogatory. As a result, your volunteering at the soup kitchen would *not* exceed your moral obligations in this case, which means that it would not in fact be supererogatory on your part and so

¹The example of this kind of promise comes from Kawall (2005, 2006).

would not suffice for keeping your promise.² And the same will be true, it seems, of any other putatively supererogatory action you might perform. Despite the individual plausibility of T1-T3, then, accepting all of them appears to leave us with a paradox: that it both is and is not possible for you to keep your promise to perform at least one supererogatory action within the next month.

3 Some Unpromising Solutions

3.1 Redefining Supererogation

One way to attempt to resolve the apparent tension between T1, T2, and T3 is to opt for an alternative definition of supererogatory actions:

T2*. Supererogatory actions are morally good actions that one is not morally obligated to perform.

At first glance, this might not seem to differ significantly from T2. After all, any action that exceeds one's moral obligations will be an action that one is not morally obligated to perform. So, it might not be immediately obvious how this could be of any use in resolving the current puzzle. The key to appreciating the difference between T2 and T2* and to seeing how this might be helpful here is to bear in mind the distinction between action types and action tokens. An action type is a kind of action, one that could be performed in various ways, at various times, by various agents. An action token is a particular concrete instance of an action type. When I snap my fingers three times in a row I perform three token actions of the same action type (snapping my fingers). With this distinction clearly before us, return to the possible scenario where you spend the afternoon volunteering at the soup kitchen. Even though you have an obligation to perform some supererogatory action or other, you do not have an obligation to volunteer at a soup kitchen—let alone that particular soup kitchen, on that particular day, for that precise amount of time, in exactly the way that you do. That is, although you are obligated to perform some action or other that is a token of the action type “supererogatory”, there is no particular instance (or token) of that type that you are obligated to perform. And there is no doubt that your volunteering at the soup kitchen is a morally good thing for you to do. In volunteering at the soup kitchen, then, you would be performing a morally good action that you are not obligated to perform—which, according to T2*, would suffice for keeping your promise to do something supererogatory.

The first thing to note here is that employing the type-token distinction in this way to preserve T1 does not work if we stick with the original definition of supererogatory actions in T2. Even though volunteering at a soup kitchen is a morally

² Note that the promise at issue here is properly interpreted as a promise to do something that is in fact supererogatory for you when you do it. Purported solutions to this puzzle that rely on interpreting the promise as a promise to do something that was supererogatory at the time the promise was made or that would ordinarily be supererogatory (were it not for the promise) are, therefore, sidestepping the problem. For more on this point, see Benn (2014).

good action that you are not obligated to perform, that is not enough to qualify it as supererogatory on your part, according to T2. T2 states that a supererogatory action is one that *exceeds* one's moral obligations; it goes *above and beyond the call of duty*, as it is commonly put. But, while all morally good actions that exceed one's moral obligations will be actions that one is not obligated to perform, not all nonobligatory morally good actions will exceed one's obligations. Suppose, for instance, that, as reparation for accidentally hitting and killing your dog (a Corgi) with my car, I have promised to get you a new dog, either a Pembroke Welsh Corgi or a Cardigan Welsh Corgi (each of which would make you happy). If I get you a Pembroke Welsh Corgi, that is a morally good thing for me to do, and it is something I am not obligated to do. It would have been morally permissible for me to get you a Cardigan Welsh Corgi instead, which also would have sufficed to fulfil my promise. In getting you a Pembroke Welsh Corgi, however, I have not exceeded my moral obligations. I have met them, which is good, but I have not gone above and beyond what is required of me. Thus, even if we grant that volunteering at the soup kitchen is a nonobligatory, morally good action on your part, that alone will not be enough to resolve the apparent tension between T1, T2, and T3. Preserving T1 and T3 in this way will require replacing T2 with T2*.

The main problem with opting for the kind of definition of supererogatory actions offered in T2* is that far too many actions turn out to be supererogatory on this approach. Returning to the case in which I promised to get you either a Pembroke Welsh Corgi or a Cardigan Welsh Corgi as reparation for accidentally running over your dog, T2* implies that, whichever of these two kinds of dog I get you, I will be doing something supererogatory. If I get you a Pembroke Welsh Corgi, I perform a morally good action that I am not obligated to perform. And the same is true if I get you a Cardigan Welsh Corgi instead (or even just a different particular Pembroke Welsh Corgi). Similarly, suppose that I give my daughter oatmeal and a banana for breakfast one morning. No doubt, this is a good thing I have done. It is also clear that, even if I am morally obligated to see to it that my daughter is provided with food of some sort, I have no obligation to provide her with oatmeal and a banana—let alone that particular oatmeal and that particular banana, at exactly that time, and so on. According to T2*, this is sufficient to qualify my actions as supererogatory. Indeed, if T2* is true, then I will be doing something supererogatory virtually every time I provide my daughter with food, as it will usually be a good thing to feed my child and I will rarely (if ever) be obligated to provide her with a particular type of food (let alone any particular token of that type). In fact, because we are only ever obligated to perform certain types of action (rather than any particular action tokens), it is a consequence of adopting this approach that we act in a supererogatory manner every time we do something morally good. But, surely, this is incorrect.³ Indeed, the idea that we act supererogatorily whenever we perform a morally good action—even when we are morally required to perform an action of the type we perform—is even more counterintuitive than rejecting (T1) the thought that we can keep a promise to

³ Portmore (2017) has a nice discussion of this issue, which he calls “the latitude problem.” Chisholm (1963), Stocker (1967), and McNamara (1996) have also made note of this point.

do something supererogatory. So, this possible solution seems to bring with it more problems than it solves.

3.2 Making Supererogation Duty-Relative

Another way to attempt to resolve the apparent tension between T1, T2, and T3 is to hold that supererogatoriness is a duty-relative property. No actions are supererogatory in and of themselves. Whether the performance of a given action is supererogatory depends on what obligations one has and whether they include the performance of an action of that kind. Since the obligatoriness of an action can vary from person to person, so too can the supererogatoriness. It is for this reason that it might well be supererogatory for me to see to it that your children are provided with food, clothing, and necessary medical care, whereas it would not be supererogatory for you to do these things. In this way, supererogatoriness is agent-relative. Actions are not supererogatory or non-supererogatory *simpliciter*; rather, they are supererogatory (or non-supererogatory) *for you*, non-supererogatory (or supererogatory) *for me*.

Just as the supererogatoriness of an action is relative to the agent who performs it, one might think, so too is it relative to the various obligations that agent has. For example, suppose that David is moving out of the country and is in desperate need of packing assistance this Saturday, so I promise David that I will spend four hours that day helping him pack. In light of this promise, I now have a (prima facie) duty (call it D1) to spend four hours on Saturday helping David pack. Ordinarily, if I were to spend not just the four hours I promised but eight hours helping him pack that day, that would seem to count as supererogatory on my part, as it is a morally good thing for me to do which goes well beyond my obligation to him.⁴ Further suppose, however, that, in addition to my promise to David, I have also made a promise to Rosa that I would spend *eight* hours helping David pack on Saturday. In light of this second promise, I have another (prima facie) duty (call it D2) to spend eight hours on Saturday helping David pack. What, now, should we say about my spending eight hours helping David pack on Saturday? Is it still supererogatory on my part, or not? If acting in a way that is supererogatory necessarily involves going above and beyond *all* of one's moral obligations, then we should say that I have not done anything supererogatory. Still, I have certainly exceeded my obligation *to David*, and it might seem appropriate for him to be especially grateful for the time I spent helping him beyond the four hours that I promised *him*. If supererogation is not only agent-relative but also duty-relative, then we can say that my doing this is *supererogatory with respect*

⁴ One might think that even spending the four hours helping David pack that I promised I would do would be supererogatory on my part because I was under no obligation to make such a promise in the first place. It is an interesting question where to locate the supererogation in cases of promises to do morally good things that I was not otherwise obligated to do. What is it I do that is supererogatory in such cases? Is it the making of the promise (independent of whether I keep it), the keeping of the promise, the making and keeping of the promise taken jointly, or the making and keeping of the promise taken individually? I do not propose to settle this here. (See Heyd 2005 for a nice treatment of this issue.) For current purposes, we can bypass this issue by simply supposing that I made the promise to spend four hours helping David pack as a condition for him agreeing to drop me off at the airport the following day (rather than merely out of the kindness of my heart).

to at least one of my obligations (D1) but non-supererogatory with respect to another one of my obligations (D2).⁵

How would this help resolve the present puzzle? As noted earlier, spending the afternoon volunteering at a local soup kitchen would ordinarily count as supererogatory on your part as this goes above and beyond the obligations that you normally have. The reason it is not supererogatory in the case we are currently considering is that you have one more obligation than usual, owing to the promise you made to your friend. One who accepts the view that supererogation is duty-relative, however, is in a position to say that you do something supererogatory when you spend the afternoon volunteering at the soup kitchen; you do something that is supererogatory *with respect to some of your obligations* (even though it is non-supererogatory *with respect to your obligation to do something supererogatory*).

The problem with adopting the view that supererogation is duty-relative in this way is similar to the problem with the previous solution we considered: Far too many actions turn out to be supererogatory on this approach. Indeed, as before, nearly every good action we perform turns out to be supererogatory, according to this view. The easiest way to see this is to keep in mind the distinction between positive duties (e.g., a duty to feed my children or a duty to drive you to the airport) and negative duties (e.g., a duty not to kill you or a duty not to steal from you). Whereas positive duties require one to *do* something, there is nothing one must do in order to fulfill a negative duty beyond simply *refraining* from doing certain things. If you were to walk past a beggar without giving him any money, for example, that would be sufficient to satisfy your (negative) duties not to kill him, not to harm him, and not to steal from him. This means that any time you do something good for someone (beyond omitting to harm them), you will be exceeding your negative duties towards them—even in cases where you had a moral obligation to do that good thing. For example, suppose that you agree to let me borrow your car on the condition that I return it with a full tank of gas, which I promise to do. When I return your car with a full tank of gas, I am doing what is required to keep my promise, which is a good thing to do, but I am not exceeding my (positive) duty to return your car with a full tank. I am, however, exceeding my (negative) duties not to kill you and not to steal from you. According to the view that supererogation is duty-relative, then, even though returning your car with a full tank of gas is not supererogatory *with respect to my (positive) duty to keep my promise*, it *is* supererogatory *with respect to my (negative) duty not to kill you*. And the same will be true every time you do something good for someone without killing them.

3.3 Denying that the Promise can be Kept

So far, we have considered potential ways to resolve this puzzle that involve preserving all three claims (at least in slightly modified form, as in the case of T2*). Of

⁵ As before, we can simply suppose that my promise to Rosa was made as a condition for her doing me some favor (rather than out of the kindness of my heart), so that neither the making nor keeping of my promise to her was supererogatory on my part. Thus, if we reject the idea that my spending eight hours helping David pack is supererogatory with respect to D1, we should say that I do not thereby do anything supererogatory.

course, it is always possible to eliminate inconsistency in a set by simply rejecting one of the members. Some have argued that we should reject (T1) the seemingly intuitive idea that it is possible for you to keep the promise you made to your friend to do something supererogatory. The reason for this, according to some, is that it is a basic fact about supererogatory actions (if not a matter of definition) that they cannot fulfill moral obligations (Kawall, 2005, 2006). If something an agent does fulfills an obligation she has, then that is sufficient to preclude it from being supererogatory on her part. As Kawall (2005) puts it, “If [an action] were taken to fulfill the promise [to do something supererogatory], then it would no longer be supererogatory. If it were taken to be supererogatory, then it could not also fulfill your promise” (p. 392).⁶

Claire Benn (2014) has argued that the problem with the kind of argument offered by Kawall is that it overlooks the possibility of oversubscription. As Feinberg (1961) characterizes the notion, oversubscription of one’s duty occurs when one does something that satisfies one’s obligations and then some. If I owe you \$10 and I give you \$20, for instance, I have *oversubscribed* my duty to you. My act of giving you \$20 both fulfills my obligation and exceeds it. The mere fact that my giving you \$20 goes beyond what duty requires of me does not prevent this from satisfying my obligation. There is nothing incoherent about an action playing both these roles. Thus, as Benn points out, because oversubscription appears to be a real phenomenon, the mere fact that an action fulfills an obligation one has does not entail that it cannot also exceed it and so be supererogatory.

4 A More Promising Solution

4.1 Oversubscribing the Duty to Supererogate

Given that it is possible for an action to fulfill a duty while also being supererogatory, perhaps this points the way to seeing how the duty that arises from your promise to do something supererogatory is one that can be fulfilled after all—by oversubscribing it. On the face of it, it seems that you could oversubscribe your duty to perform at least one supererogatory action this month simply by performing *multiple* supererogatory actions. For instance, you could volunteer at a local soup kitchen three days in a row rather than just one. Surely, that would be enough to satisfy your duty and then some. But here a problem arises. Suppose that on the first day of the month you spend the afternoon volunteering at the soup kitchen. As noted earlier, this would not be enough to fulfill your promise. Even if this would generally count as supererogatory on your part, in this instance it would not because you have a moral obligation that you do not usually have (namely, to do something supererogatory). As a result, when you return to the soup kitchen the following day, you are in roughly the same position as you were the day before: You have yet to do anything supererogatory, and you have yet to fulfill your obligation. But, then, your volunteering on the second day will not qualify as being supererogatory either. Since volunteering on the first day did not fulfill your

⁶ Mellema (1991) has also defended the claim that supererogatory actions cannot fulfill duties (though he does not address the puzzle involving promising being considered here).

duty, volunteering on the second day will not exceed it. And if you were to return to the soup kitchen yet again, you would effectively be in the same position you were in on the two previous days. Because you have to fulfill your duty before you can exceed it, it might begin to look as though your duty to supererogate is not one that you can oversubscribe.

But perhaps this is too quick. Insofar as the trouble with oversubscribing this particular duty has to do with the difficulty of fulfilling the duty *before* you exceed it, it might be that the problem arises from attempting to perform multiple supererogatory actions one after another. If so, then one way for you to oversubscribe your duty to supererogate would be to perform multiple supererogatory actions at the same time. Donating money to charity would ordinarily be something you could do that would be supererogatory on your part, and this sounds like exactly the sort of thing you and your friend had in mind when you made the promise. So, imagine that you use both hands to simultaneously give \$20 to each of two panhandlers standing next to each other on the sidewalk. (Alternatively, imagine that you use two computers to make two donations to two distinct charities at exactly the same time, or that you use a single computer program to make fifty donations to fifty different charities simultaneously.) Would this not count as performing two (or more) supererogatory actions and so be sufficient to both fulfill and exceed (i.e., oversubscribe) your obligation to perform at least one supererogatory action? It is hard to see why not.

4.2 Benn's Argument Against Oversubscribing Duties to Supererogate

Benn (2014) has argued that, although we can often oversubscribe our duties by doing more than is required to fulfill them, the duty to perform at least one supererogatory action is one that cannot possibly be oversubscribed. The core of her argument for this claim can be formulated as follows:

1. It is possible to oversubscribe a duty only if it is possible to (merely) subscribe it.
2. It is not possible to (merely) subscribe a duty to do something supererogatory.
3. Therefore, it is not possible to oversubscribe a duty to do something supererogatory.

Put this way, the argument is clearly valid. The reasons for accepting premise 2 are straightforward enough. It is not possible to (merely) subscribe a duty to do something supererogatory because (merely) subscribing means doing the bare minimum that is required, nothing more. Fulfilling a duty to do something supererogatory is going to involve doing something supererogatory, something that goes above and beyond (the bare minimum of) what one is morally required to do. It is for this reason that the duty to supererogate is not one that can be (merely) subscribed.

What about premise 1? What reason is there for thinking that it is impossible to have duties that can be fulfilled only by being oversubscribed? Here is what Benn says:

Any action that involves merely doing the bare minimum must be non-supererogatory... Supererogatory actions that also fulfil our duty must therefore be *understood in relation to* these non-supererogatory ways of fulfilling our

duty... [I]t 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 that 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. (2014, p. 59; emphasis added)

According to Benn, it seems, the reason it is impossible to have duties that can be oversubscribed but not (merely) subscribed is that oversubscribing is “understood in relation to” (merely) subscribing and this just “means that” there must be a way of (merely) subscribing any duty that can be oversubscribed.⁷⁸

4.3 Problems with Benn’s Argument

There are at least two serious problems with this argument for premise 1. The first problem is that it seems to rely on something like the following general principle: if x is understood in relation to y , then x is possible only if y is possible (or, alternatively, if x is understood in relation to y , then a thing can be x only if there is a way for it to be y). Only if a principle of this sort were true would the fact that *oversubscribing* is understood in relation to *subscribing* provide support for premise 1. But such a principle seems dubious. Infinitude is understood in relation to finitude, immateriality in relation to materiality, and impossibility in relation to possibility. Is this sufficient to demonstrate that it is possible for something (e.g., the set of natural numbers) to be infinite only if there is a way for it to be finite, or that it is possible for something (e.g., the number three or the relation *bigger than*) to be immaterial only if there is a way for it to be material, or that something (e.g., a square circle) can be impossible only if there is a way for it to be possible? Surely, not.

Another problem with this argument is that *undersubscribing* (i.e., falling short of fulfilling) must be understood in relation to subscribing just as much as oversubscribing is. Thus, if the fact that oversubscribing must be understood in relation to subscribing provided a good reason for accepting 1, as Benn would have it, then the fact that undersubscribing is understood in relation to subscribing would provide equally good reason for accepting the claim that

U. A duty can be undersubscribed only if it can be (merely) subscribed.

⁷ McNamara (1996) seems also to have accepted this idea, though no argument is provided for it. He writes, “if it is possible for me to discharge my obligations in a supererogatory way (in a better than minimal way), then it ought to be possible for me merely to discharge them in a minimal way—and vice versa” (p. 426).

⁸ In fact, Benn appears to endorse the stronger view that all duties are capable of being fulfilled—and fulfilled by non-supererogatory actions (i.e., subscribed) no less—*regardless* of whether they are capable of being fulfilled by supererogatory actions (i.e., oversubscribed). She writes, “*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” (p. 59; emphasis mine). How this claim can be squared with her clear position (and one of the central points of her paper) that “We cannot fulfil a duty to supererogate,” though, is unclear (p. 59).

U amounts to the claim that it is impossible to have duties that one cannot fulfill. On the face of it, however, it certainly appears that one can come to have duties that cannot be met. Suppose, for instance, that you have made promises to two of your friends that you will attend each of their parties on the same night in different cities. In light of your promises, you have an obligation to attend the one friend's party and an obligation to attend the other. Although you are capable of attending each party, you are unable to attend both. No matter what you do, then, you will be failing to fulfill at least one of your obligations.⁹ Now, much has been written about cases of this sort, and moral dilemmas continue to be a controversial matter in ethics.¹⁰ For present purposes, the important thing to note is that the issue of whether there are genuine moral dilemmas is not going to be settled simply by the fact that undersubscribing is *understood in relation to* subscribing. But, then, neither is this fact going to show that a duty can be oversubscribed only if it can be (merely) subscribed.

In light of the foregoing, it appears that the reasons Benn offers in support of the key premise of her argument fail to hold up under scrutiny. But the problems with Benn's argument run deeper than that, as there seem to be good reasons for thinking that premise 1 is not only unsupported but false. Consider the following case.

Case 1. I owe you \$0.50. All coin currency has been destroyed, and all electronic funds transfer (EFT) is disabled. The only way that I can transfer money to you is to give you bills, the lowest denomination of which is \$1.

Since all coin currency has been destroyed and all EFT is disabled, it is impossible for me to (merely) subscribe my duty to give you \$0.50. Which of the following, then, should we say about this situation?

- (a) It is impossible for me to oversubscribe my duty.
- (b) I can oversubscribe my duty even though I cannot (merely) subscribe it.

Because there is no way for me to (merely) subscribe my duty to give you \$0.50 in this scenario, 1 implies that (a) it is impossible for me to oversubscribe my duty. By my lights, however, (b) is pretty clearly the right thing to say here. In this case, I can very easily oversubscribe my duty—for example, by giving you a \$20 bill, a \$5 bill, or even a \$1 bill—even though there is no way for me to (merely) subscribe it.

Perhaps some will be inclined to think that in a situation like this, where I owe you \$0.50 and the lowest available denomination is a \$1 bill, I am obliged to give you \$1 and that my doing so would count as (merely) subscribing my duty to you. In that case, simply alter the scenario slightly so that the lowest available denomination is a \$100 bill or a \$500 bill. Presumably, even those tempted to think that I have an obligation to give you a \$1 bill when that is the only way to satisfy my debt will balk

⁹ Plausibly, although you have an obligation to attend *each* of these parties, you have no obligation to attend *both*. If so, then this example will not falsify U, given that you are capable of attending each party, just not both. Successful counterexamples to U are not hard to come by, however. Simply imagine, for instance, that, over the phone and while in California, you promise an acquaintance (who thinks you are in Florida) that you will attend their party that evening in Florida.

¹⁰ For a nice overview, see McConnell (2018).

at the idea that I would be equally obligated to give you a \$100 bill. Insofar as this is correct, we have a counterexample showing that premise 1 should be rejected.¹¹

Even though it is possible to have duties that can be fulfilled only by oversubscribing them, it still might generally be the case that duties that can be satisfied by doing something supererogatory can also be satisfied by doing something non-supererogatory. After all, Case 1 is a rather unusual kind of case. But so is the scenario with which we are currently concerned—one in which you have made a promise to do something supererogatory and so have a duty to supererogate. Furthermore, Case 1 is not the only kind of exception to this general rule. To see this, start by considering another simple case:

Case 2. I make a promise to give some money to charity. The cent is the smallest unit of currency and the lowest amount of money it is possible to transfer.

In this case it would be very easy for me to oversubscribe my duty to give some amount of money to charity. All I would need to do is donate more than one cent to a charity of my choosing. Given that there is a lower limit to the amount of money that one can have, that is the bare minimum that is required to fulfill my duty in this case. I can (merely) subscribe my duty by donating one cent and no more. So, Case 2 is not going to constitute another counterexample to 1.

But now consider a case that is just like Case 2 except for one minor modification:

Case 3. I make a promise to give some money to charity. There is no lower limit to the amount of money that it is possible to have or transfer (via EFT).

The idea here is that, unlike Case 2, where the lowest unit of currency one could have or transfer to others is one cent, in this case there is no smallest amount of money that I could have in my bank account or transfer to others (via EFT). Just as I could transfer one cent, I could also transfer one tenth of a cent, one hundredth of a cent, one thousandth of a cent, and so on. Which should we say about this case?

- (a) It is impossible for me to oversubscribe my duty.
- (b) I can oversubscribe my duty even though I cannot (merely) subscribe it.

Given the degree of similarity to Case 2, in which it is noncontroversial that I could oversubscribe my duty to give some amount of money to charity (by donating more than one cent), it is difficult to see why I could not do the same in Case 3. Indeed, the reason that oversubscribing my duty in Case 2 is not only possible but easy is that the bar that must be cleared to satisfy my duty is so very low. It would be passing strange if this slight change in the case, which has the effect of lowering the bar even further

¹¹ Of course, as is always true of cases offered as counterexamples to some principle, it is possible to bite the bullet and opt for the principle over the seemingly intuitive judgments concerning the cases. Those who wish to hold on to the principle that it is possible to oversubscribe a duty only if it is possible to (merely) subscribe it remain free to deny that I could oversubscribe my duty to give you \$0.50 in Case 1 (or to insist that I would have a duty to give you the lowest available denomination—even if that were \$100). Readers will have to determine for themselves which of these options seem to them most plausible.

(infinitely further, in fact), somehow made it harder, let alone impossible, to clear it. Instead, what we should say is that, in a case like this one, where the bar to clear to satisfy my duty has been lowered to such an extent that there is no longer a bare minimum—after all, any amount of money that I donate will exceed it—oversubscribing is incredibly easy. Since there is no bare minimum in this case and any amount of money that I donate will exceed my duty, there is no way for me to (merely) subscribe my duty in this case. Consequently, (b) is the correct thing to say about Case 3, and we have another counterexample to 1, the claim that a duty can be oversubscribed only if it can be (merely) subscribed.

Still, Benn is right in thinking that focusing our attention on oversubscription provides the key to solving this puzzle about promises to supererogate. She is also right to observe that it is not possible to (merely) subscribe one's duty in a case with no bare minimum. Where she goes wrong is in thinking that the absence of a bare minimum way of fulfilling one's duty without exceeding it is an impediment to oversubscribing one's duty. On the contrary, it makes it easier. As we saw in Case 3, for any amount of money I give to charity, I could donate even less and still satisfy my duty to give *some* money to charity. This feature of the case is worth highlighting. Beyond simply showing that premise 1 is false (which Case 1 also does), Case 3 points the way to a more plausible necessary condition for oversubscribing:

1*. It is possible to oversubscribe one's duty by performing a given action only if there is something less one could do to fulfill one's duty.¹²

1* captures the idea that oversubscribing necessarily involves exceeding one's moral obligations but without problematically implying that it is impossible to oversubscribe in situations like Case 1 and Case 3 where there is no way to (merely) subscribe. The danger in characterizing oversubscription in relation to a bare minimum is that this can mislead one to think that the possibility of discharging one's duties in a non-supererogatory way is a necessary condition for fulfilling them in a supererogatory way—on that grounds that going above and beyond the bare minimum requires that there is a bare minimum to exceed.¹³ While closely related to 1, 1* is a more plausible necessary condition for oversubscribing.¹⁴ Even if joined with 2, though, 1* is not going to show that 3 is true. So, we are left with no good reason for thinking that the duty to supererogate cannot be oversubscribed.

¹² Here, doing something *less* is a function either of doing something that is not as good or of doing something that requires less effort or sacrifice on one's part.

¹³ As mentioned earlier, McNamara, who characterizes fulfilling one's obligations in a supererogatory way (oversubscribing) in relation to "meeting morality's demands in a minimally acceptable way" seems to have fallen into the same trap as Benn (2014, p.426). See n. 8.

¹⁴ Indeed, the condition listed in 1* looks to be not only necessary but sufficient for oversubscribing one's duty.

5 Oversubscribing Duties to Supererogate is Easy

Return to the earlier proposal that you could oversubscribe your duty to perform at least one supererogatory action by performing multiple supererogatory actions at the same time. In light of the previous argument's failure to provide convincing grounds for thinking that it is theoretically impossible to oversubscribe a duty to supererogate, there appears to be no reason to resist the intuitive judgement that simultaneously donating \$100 each to five different charities—either by use of a computer or perhaps by simply depositing five envelopes with checks to five distinct charities in the mailbox all at once—would be more than sufficient to make good on your promise to do something supererogatory. Although this judgement is incompatible with 1, which we have rejected, it is perfectly consistent with 1*. According to 1*, your donating \$100 to each of five different charities would count as oversubscribing your duty to do something supererogatory only if there is something less you could do that would also satisfy this obligation—which, obviously, you could. Donating \$100 to each of *four* different charities is something less you could do that would meet your obligation just as well as donating to five would. And the same goes for donating to two, which would be doing less than donating to three. So, donating to three different charities would oversubscribe your duty as well. In the end, then, it looks like the promise to perform at least one supererogatory action is a promise that you can keep by performing multiple supererogatory actions at the same time. But is this the only way to keep this kind of promise?

The duty to supererogate is one that has to be oversubscribed, to be sure, but is performing multiple supererogatory actions simultaneously the only way of oversubscribing it? For one thing, even if exceeding the duty to perform a supererogatory action requires performing multiple supererogatory actions, it is at least somewhat puzzling why it would be necessary for these actions to be performed at the exact same time. If donating \$100 each to five different charities would both meet and exceed your obligation to do something supererogatory, why would it matter whether these donations are made all at once or one right after another? Is it any less good or less effort on your part to make those donations sequentially rather than simultaneously? It hardly seems so. Instead, as we saw earlier, the idea for this requirement stemmed from viewing matters here rather linearly and thinking that one must (merely) satisfy a duty *before* exceeding it, so that prior to exceeding a duty there must always be a point at which one merely fulfills the duty but without doing more. Cases 1, 2, and 3, however, strongly suggest that this is mistaken. Not only is it possible to oversubscribe a duty without first (merely) subscribing it but, as in Cases 1 and 3, it is possible to come to have duties that can be fulfilled only by oversubscribing and that cannot be (merely) subscribed. In the present scenario, then, what we should say instead is that, even if it were true that, all on its own, the first \$100 donation would not suffice for your going above and beyond what morality requires of you (given your promise to do something supererogatory), as soon as you make

the second donation you thereby both fulfill and exceed your duty to do something supererogatory and so succeed in making good on your promise.¹⁵

Now, if oversubscribing the duty to supererogate does not require performing multiple supererogatory actions *at the same time*, we might begin to wonder whether it requires performing multiple supererogatory actions in the first place. Perhaps this duty can be exceeded by a single action after all. Indeed, once we recognize that oversubscribing requires only that there is something less one could do to fulfill one's duty—and does not require that it is possible to (merely) subscribe it—it starts to become clear just how easy it is to oversubscribe duties of this sort. Recall our earlier observation of how easy it is to oversubscribe a duty to donate *some* money to charity. In Case 3, where there is no lower limit to the amount of money that can be transferred to another party, any amount of money that I give to a charity will be such that I could donate even less and still satisfy my obligation to give some money to charity. In Case 2, where there *is* a lower limit to the amount of money one can transfer (one cent), it is still extraordinarily easy to oversubscribe my obligation because the lower limit is so low. Donating any amount of money greater than one cent will suffice to clear it.

The same is true of the duty to do something supererogatory. The bar that must be cleared to satisfy this duty is very low. All that is required in order to oversubscribe it is for you to do more than is necessary to fulfill it. Whatever supererogatory action you perform, it just needs to be true that there is something less you could do that would still be supererogatory and would still fulfill your duty. So, suppose you make a single donation of \$100 to a given charity. Is there something less you could do that would still be supererogatory? Quite obviously, yes. You could donate \$90 to charity. That would be doing less than donating \$100 but would still be supererogatory on your part. What this shows is that donating \$100 to charity is more than is necessary to meet your obligation to supererogate. By donating \$100 you would be making good on your promise by oversubscribing your duty to do something supererogatory. Of course, the same would also be true if you were to donate just \$50, or \$20, or even \$10 to charity. As a result, rather than being impossible, oversubscribing your duty and keeping your promise to do something supererogatory by donating money to charity turns out to be surprisingly easy.¹⁶

¹⁵ This is similar to Case 1, in which I owe you \$0.50 but am able to pay you only by using bills. There is no point at which I have (merely) subscribed my duty. There is the time prior to my giving you any money when I have yet to fulfill my duty, and there is the time after I have given you a bill of whatever denomination when I have both met and exceeded my duty (whether \$1 or \$20, it makes no difference).

¹⁶ Perhaps some will think that, since the only way to fulfill the duty to do something supererogatory is to oversubscribe that duty, you actually have a duty to oversubscribe it. Thus, even if your donating \$100 to charity would oversubscribe that duty, you would not be doing anything supererogatory because you are morally obligated to oversubscribe that duty. The thing to keep in mind here, though, is that, just like goodness and supererogatoriness, oversubscription comes in degrees. Not all instances of oversubscription are equal. All instances of oversubscribing a duty will involve exceeding the bare minimum required to satisfy that duty, but some instances of oversubscription will involve exceeding the bare minimum to a greater extent than others. In cases where it is true both that you oversubscribed your duty and that there is less you could have done and still oversubscribed your duty, we should say that you have acted supererogatorily—even on the assumption that you had an obligation to oversubscribe your duty to do something supererogatory. (Thanks to an anonymous referee for encouraging me to address this potential worry.)

Donating money is not the only way to make good on your promise to supererogate. The above considerations apply not just to monetary donations but to other good deeds as well. Return to the earlier suggestion that you could oversubscribe your duty to do something supererogatory by volunteering at a local soup kitchen for three days instead of just one day. Whether this would be sufficient to oversubscribe your duty depends on whether you could supererogate by doing even less. Here, too, it seems quite obvious that you could. You could simply spend *two* days volunteering at a local soup kitchen. While this would certainly count as supererogatory behavior on your part, it would not be quite as good as volunteering for three days, which is enough to demonstrate that volunteering for three days would be more than is necessary to meet (and so would oversubscribe) the duty arising from your promise to supererogate.

What about volunteering for a single day at a local soup kitchen? Would that be enough to oversubscribe your duty? Suppose you were to spend five hours volunteering at the soup kitchen one day. In that case, you could plainly do less by helping out for only four hours. And if spending five hours volunteering at the soup kitchen qualifies as supererogatory behavior on your part, it is hard to see how this would not also be true of four hours spent doing the same. Eventually, of course, there will come a point at which your volunteering for any less than a certain amount of time will no longer be a net benefit to the soup kitchen. Assume, for the sake of illustration, that this is one hour of volunteering. Would that mean there is nothing less you could do that would be supererogatory (in which case this would not count as oversubscribing your duty)? On the face of it, it seems there are countless good deeds you could perform that would involve doing less (i.e., that would either produce less good or require less effort) but would still count as supererogatory on your part. For instance, you could let someone cut in front of you in line at the supermarket, return a stray shopping cart in the parking lot to the corral, tell someone you like their shirt, pick a piece of litter off the ground and throw it in the trash, rub a dog's belly, or scratch a cat behind the ears.¹⁷ These are all morally good things to do that are not normally obligatory. Ordinarily, you could fulfill all your moral obligations without doing any of these things. Thus, they are normally supererogatory. And, quite clearly, doing them involves doing less than volunteering for an hour at a local soup kitchen.

Have we finally arrived at the bottom? Are there things you could do that would be even less good or involve even less effort than rubbing a dog's belly or picking up a piece of litter but would nevertheless count as supererogatory? Perhaps. David McNaughton (1996) has argued that, since "there seems to be no limit to the amount of benefit that might flow from a single action, there is no top to the scale of beneficence" (p. 445). In the same way, there appears to be no lower limit to the amount of good that an action might produce or value it can have. At least, if there is a lower limit of this sort, it is not obvious where that limit lies. Insofar as that is right, then, similar to Case 3—where this is no lower limit to the amount of money it is possible

¹⁷ Those not initially inclined to accept the idea that rubbing a dog's belly or scratching a cat behind the ears ought to qualify as good deeds should note that the claim that it is *prima facie* good to cause animals to experience pleasure appears to be just as plausible as the claim that it is *prima facie* bad to cause animals to experience pain.

to transfer and any amount of money you give to charity would exceed your duty—any morally good action you perform (that you are not otherwise obligated to perform) will oversubscribe your duty to supererogate because there will always be some lesser good deed you could perform that would still be supererogatory. Of course, it might be that there is a lower limit to the amount of good an action can produce or value it can have. If there is, then, wherever it lies, it is going to be very low. In that case, similar to Case 2—where one cent is the lowest amount of money that can be transferred and any amount of money greater than one cent would oversubscribe your obligation to give *some* money to charity—any morally good action (that you are not otherwise obligated to perform) that involved doing more than the least good action possible would be sufficient to oversubscribe your duty. Either way, oversubscribing your duty to do something supererogatory by performing other good deeds turns out to be just as easy as doing so by making monetary donations to charity.

6 Is Supererogating Too Easy?

At this point, some might worry that the current proposal suffers from the same problem as two of the unpromising solutions considered earlier—namely, that it results in far too many actions being supererogatory. If all instances of oversubscribing one's duty qualify as supererogatory, and if oversubscribing requires only that one could meet morality's demands by doing even less than one does, then a great deal of morally good actions turn out to be supererogatory. It is still not as many as result from those earlier accounts, though. Moreover, the problem with those earlier accounts of supererogation was not merely that they implied that a great many morally good actions would qualify as supererogatory. The problem was that this included a lot of morally good actions that merely satisfied one's duty without going above and beyond what morality requires, which cuts against the very center of the notion of supererogation. Indeed, they implied that we would be doing something supererogatory every time we perform a morally good action.

Consider a simple case where you lend me \$20 and I promise to repay it the next day. Paying back the \$20 I owe is certainly a good thing for me to do, but it is plainly not supererogatory as this does nothing to exceed what I am morally obligated to do. According to the proposal that supererogation be characterized as occurring whenever one performs a morally good *token action* that one has no obligation to perform, however, I would be doing something supererogatory when I repay the money. The reason for this, as we saw before, is that, although I have an obligation to perform a certain *type* of action (*viz.*, giving you \$20), there is no particular token action of that type that I am obligated to perform. Thus, however I repay the \$20 the next day—at whatever precise time and location, with whatever combination of whatever particular bills, using whatever precise movements, and so on—I will be performing a token action that I have no duty to perform. Also, since giving you \$20 goes above and beyond what is required to fulfill my (negative) duty not to kill you, repaying the money will qualify as supererogatory *with respect to my duty not to kill you* on the view that supererogatoriness is duty-relative in the same way that it is agent-relative. The same is not true, however, on the proposal being defended here. Since I could not

have fulfilled my duty by doing anything less than giving you \$20, whatever token action of *giving you \$20* I perform will not count as supererogatory on the current proposal (even with respect to particular duties). So, the solution I have proposed is not problematic in the way those earlier unpromising solutions are.

Those still inclined to balk at the notion that paying a compliment, picking up a piece of litter, or rubbing a dog's belly could count as supererogatory actions should bear a couple points in mind. First, this is not a consequence of anything peculiar to the current proposal. It is an implication of all the main ways of defining supererogation on offer.¹⁸ By all accounts, to do something supererogatory is to do something optional, which one would not be blameworthy for not doing. It is, fundamentally, to exceed the minimum demands of morality, to go *above and beyond* what one is morally obligated to do. But there is no generally accepted requirement that one must go *a great deal above and beyond* one's duty in order to supererogate. It is possible to exceed one's duty by a lot or by just a little. Even if paradigmatic supererogatory actions tend to be more like Urmson's (1958/1969) classic example of the soldier throwing himself on a grenade, not all supererogation rises to the level of heroism or qualifies one for moral sainthood. Like goodness and badness, supererogatoriness comes in degrees. And just as not all good deeds are equal, some supererogatory actions are more supererogatory than others. Admitting the supererogatoriness of relatively minor good deeds such as returning stray shopping carts or complimenting someone's shirt does nothing to diminish the significance or value of supererogatory acts as a category any more than acknowledging them as being morally good things to do minimizes the category of good deeds.

7 Conclusion

Promises to supererogate present us with an interesting puzzle, one which forces us to revisit our conception of supererogation and carefully consider how we characterize it. Ultimately, as I have argued here, this puzzle turns out to be soluble without needing to reject or significantly modify any of the intuitive theses with which we began (T1-T3). There is nothing impossible about keeping promises to do something supererogatory. It is true that promises of this sort can be kept only by oversubscribing the duty to supererogate. Indeed, the fact that some duties can be fulfilled only by being oversubscribed—including duties to do something supererogatory—is one of the key lessons that this puzzle works so effectively to illuminate. Although some scholars have taken it to be obvious, or even a conceptual truth, that one can oversubscribe one's duties only if there is some way to (merely) subscribe them, this is a mistake. Oversubscribing one's duty requires only that one does more than is necessary to fulfill one's moral obligations, which will be the case as long as there is something less that one could have done while still meeting the demands of morality. Since there is no obvious lower limit to how good an action can be—and since, even if there is such

¹⁸ See Archer (2018) for a nice overview of the various definitions of supererogation put forward in the scholarly literature.

a limit, it will be extraordinarily low—oversubscribing one’s duties, including duties to supererogate, turns out to be very easy.

Acknowledgements I wish to thank David McNaughton for helpful discussions of these issues, as well as two anonymous referees for this journal for their helpful comments. An earlier version of this article was presented at Chapman University, the Talbot Philosophical Society, Grand Valley State University, and Florida State University. I am grateful to those audiences for their feedback.

Funding Open access funding provided by SCEL, Statewide California Electronic Library Consortium
Open access funding provided by SCEL, Statewide California Electronic Library Consortium

Declarations

Conflict of Interest The author has no relevant financial or non-financial interests to disclose.

Open Access This article is licensed under a Creative Commons Attribution 4.0 International License, which permits use, sharing, adaptation, distribution and reproduction in any medium or format, as long as you give appropriate credit to the original author(s) and the source, provide a link to the Creative Commons licence, and indicate if changes were made. The images or other third party material in this article are included in the article’s Creative Commons licence, unless indicated otherwise in a credit line to the material. If material is not included in the article’s Creative Commons licence and your intended use is not permitted by statutory regulation or exceeds the permitted use, you will need to obtain permission directly from the copyright holder. To view a copy of this licence, visit <http://creativecommons.org/licenses/by/4.0/>.

References

- Archer, A. (2018). Supererogation. *Philosophy Compass*, 13, e12476.
- Benn, C. (2014). What is wrong with promising to supererogate. *Philosophia*, 42, 55–61.
- Chisholm, R. (1963). Supererogation and offense: A conceptual scheme for ethics. *Ratio*, 5, 1–14.
- Feinberg, J. (1961). Supererogation and rules. *Ethics*, 71(4), 276–288.
- 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.
- Kawall, J. (2006). On promising to supererogate: A response to Heyd. *Philosophia*, 34, 153–156.
- McConnell, T. (2018). Moral Dilemmas. *The Stanford Encyclopedia of Philosophy* (Fall 2018 edition), E. Zalta (ed.). <https://plato.stanford.edu/archives/fall2018/entries/moral-dilemmas/>
- McNamara, P. (1996). Making room for going beyond the call. *Mind*, 105(419), 415–450.
- McNaughton, D. (1996). An unconnected heap of duties? *The Philosophical Quarterly*, 46(185), 433–447.
- Mellema, G. (1991). Supererogation and the fulfillment of duty. *The Journal of Value Inquiry*, 25, 167–175.
- Portmore, D. (2017). Transitivity, moral latitude, and supererogation. *Utilitas*, 29(3), 286–298.
- Stocker, M. (1967). Acts, perfect duties, and imperfect duties. *Review of Metaphysics*, 20(3), 507–517.
- Urmson, J. O. (1969). Saints and heroes. In J. Feinberg (Ed.), *Moral concepts* (pp. 60–73) Oxford University Press. (Reprinted from *Essays in Moral Philosophy* by A.I. Meldon, Ed., 1958, University of Washington Press.)

Publisher’s Note Springer Nature remains neutral with regard to jurisdictional claims in published maps and institutional affiliations.

Springer Nature or its licensor (e.g. a society or other partner) holds exclusive rights to this article under a publishing agreement with the author(s) or other rightsholder(s); author self-archiving of the accepted manuscript version of this article is solely governed by the terms of such publishing agreement and applicable law.