

CONTRACTS
Professor Ben-Shahar

JACK V. JILL

Jack is the postman delivering mail to Jill's neighborhood daily. Every day he picks his delivery route randomly, thus arriving at Jill's house with the mail at any time between 9AM and Noon with equal chance. Jill, who leaves home every day at 9:30AM and needs to see her mail beforehand, asked Jack to try and make the first stop at her house, daily. Jack was uncomfortable. "It's not fair to other neighbors", he explained. Jill, believing that as long as the delivery sequence is determined randomly there is no individual who is hurt by placing herself first in the order, made Jack an offer. She will pay him 500\$ if, for a period of one year, she will get her mail daily before 9:30AM.

For the entire year, Jack delivered mail to Jill's house first thing in the morning, every day. At the end of the year, Jack requested the 500\$ payment, at which time Jill (who is planning to move soon to another town) refused to pay. Jack filed a suit. In her defense, Jill claimed that Jack merely performed his legal duty, as established by his contract with the U.S. Postal Service, to deliver mail to her once a day. Since he gave her no new consideration, she argued, her promise to pay is not binding.

What *should* be the law governing this dispute?

What *is* the law governing this dispute?

Would your answer change if Jack works, not for USPS, but for a private delivery company, DHL?