

# **1. Case Name**

CRAFT v. ELDER & JOHNSTON CO.

## **2. Case Citation**

38 N.E.2d 416 (1941).

## **3. Issue**

Whether , in the absence of special circumstances, an ordinary newspaper advertisement is an offer?

## **4. Rule of Law**

It is clear that in the absence of special circumstances an ordinary newspaper advertisement is not an offer, but is an offer to negotiate “an offer to receive offers” or, as it is sometimes called, an offer to chaffer.”

## **5. Rationale**

The construction is rather favored that such an advertisement is a mere invitation to enter into a bargain rather than an offer.

## **6. Holding**

No.

## **7. Facts**

The Elder & Johnston Company, carried an advertisement in the Dayton Shopping News, an offer for sale of a certain all electric sewing machine for the sum of \$26 as a “Thursday Only Special”. Plaintiff alleges that she tendered to the defendant company \$26 in payment for one of the machines offered in the advertisement, but that defendant refused to fulfill the offer and has continued to so refuse. The petition alleges that the value of the machine offered was \$175 and she asks damages in the sum of \$149 plus interest from February 1, 1940.

## **8. Procedural Posture**

Trial Court: found for defendant (dismissed plaintiff's action).

Court of Appeals: judgment of the trial court was affirmed.

# **1. Case Name**

LEFKOWITZ v. GREAT MINNEAPOLIS  
SURPLUS STORE

## **2. Case Citation**

86 N.W.2d 689 Minn. (1957).

## **3. Issue**

Whether a binding obligation may originate in advertisements addressed to the general public?

#### **4. Rule of Law (1)**

Where the offer is clear, definite and explicit, and leaves nothing open for negotiation, including the identified offeree, it constitutes an offer, acceptance of which will complete the contract.

#### **4. Rule of Law (2)**

While an advertiser has the right at any time before acceptance to modify his offer, he does not have the right, after acceptance, to impose new or arbitrary conditions not contained in the published offer.

## 5. Rationale

The test of whether a binding obligation may originate in advertisements addressed to the general public is “whether the facts show that some performance was promised in positive terms in return for something requested.”

Because the offer was “first come, first served,” the offeror has no concerns that the demand may exceed the supply, as there is only one item being offered.

## **6. Holding**

Yes.

## **7. Facts**

The Great Minneapolis Surplus Store published an advertisement in a newspaper, that read, "First Come, First Served."

Lefkowitz was the first to present himself on the day of the sale and demanded the item that was advertised. The store refused to sell to him because of a "house rule" that the offer was intended for women only.



## **8. Procedural Posture**

Trial Court: judgment for the plaintiff,  
Lefkowitz.

Appellate Court: Trial court judgment affirmed.