251 Minn. 188

Supreme Court of Minnesota.

Morris LEFKOWITZ, Respondent,

v.

GREAT MINNEAPOLIS SURPLUS STORE, Inc., Appellant.

No. 37220.

|

Dec. 20, 1957.

**Opinion**

MURPHY, Justice.

This is an appeal from an order of the Municipal Court of Minneapolis . . . The order for judgment awarded the plaintiff the sum of $138.50 as damages for breach of contract.

This case grows out of the alleged refusal of the defendant to sell to the plaintiff a certain fur piece which it had offered for sale in a newspaper advertisement. It appears from the record that . . . the defendant published the following advertisement in a Minneapolis newspaper:

. . .

Saturday 9 A.M

. . .

1 Black Lapin Stole

Beautiful,

worth $139.50 . . . $1.00

First Come

First Served

The record supports the findings of the court that on . . . Saturday[] following the publication of the above-described ad[] the plaintiff was the first to present himself at the appropriate counter in the defendant’s store and . . . demanded . . . the stole so advertised and indicated his readiness to pay the sale price of $1 . . . [T]he defendant refused to sell the merchandise to the plaintiff . . .

The defendant relies principally on *Craft v. Elder & Johnston Co.* . . . On the facts before us we are concerned with whether the advertisement constituted an offer, and, if so, whether the plaintiff’s conduct constituted an acceptance. There are numerous authorities which hold that a particular advertisement in a newspaper or circular letter relating to a sale of articles may be construed by the court as constituting an offer, acceptance of which would complete a contract. [citation omitted] . . .

The authorities above cited emphasize that, where the offer is clear, definite, and explicit, and leaves nothing open for negotiation, it constitutes an offer, acceptance of which will complete the contract. The most recent case on the subject is *Johnson v. Capital City Ford* *Co.*, in which the court pointed out that a newspaper advertisement relating to the purchase and sale of automobiles may constitute an offer, acceptance of which will consummate a contract and create an obligation in the offeror to perform according to the terms of the published offer.

Whether in any individual instance a newspaper advertisement is an offer rather than an invitation to make an offer depends on the legal intention of the parties and the surrounding circumstances . . . We are of the view on the facts before us that the offer by the defendant of the sale of the Lapin fur was clear, definite, and explicit, and left nothing open for negotiation. The plaintiff having successfully managed to be the first one to appear at the seller’s place of business to be served, as requested by the advertisement, and having offered the stated purchase price of the article, he was entitled to performance on the part of the defendant.

Affirmed.