# Unit 5 Assignment

# Amon-ra

# Herzing University

BU 642-8 Business and Labor Law

## THE CASE BRIEF

**Caption:**

LEFKOWITZ v. GREAT MINNEAPOLIS SURPLUS STORE, INC.

**Citation:**

Supreme Court of Minnesota**,** 1957**,** 86 N.W.2d 689

* **Facts:**
* In the month of April, the defendant published two advertisements in a Minneapolis newspaper.
* On April 6th, the advertisement offered Sharp 3 Brand New Fur Coats for the sale price of $1 each on a first come first serve basis.
* On April 13th, the advertisement offered 2 Brand New Pastel Mink 3-Skin Scarfs and 1 Black Lapin Stole Beautiful for the sale price of $1 each on a first come first serve basis.
* On both dates, the plaintiff was the first to present himself at the defendant’s store for the purchase of the advertised goods.
* On both occasions, the defendant refused to sell the merchandise to the plaintiff.
* During the first encounter the defendant advised the plaintiff the offer was intended for women only.

**Legal History/Procedure:**

1. Lefkowitz filed a suit against Great Minneapolis Surplus Store, Inc.
2. The trial court disallowed the plaintiff’s claim for the value of the Sharp 3 Brand New Fur Coats. Worth to $100.00
3. The trial court granted the plaintiff’s claim for the value of the 1 Black Lapin Stole worth $139.50.
4. Municipal Court of Minneapolis awarded the plaintiff $138.50 as damages for breach of contract.
5. The defendant, Great Minneapolis Surplus Store, Inc, appealed.
6. The Supreme Court of Minnesota affirmed the order of the Municipal Court of Minneapolis.
7. The Supreme Court of Minnesota affirmed the lower courts judgment to deny the defendant’s motion for amended findings of fact or in the alternative for a new trial.

**Issues (Holdings):**

1. Is the value of 1 Black Lapin Stole established with reference to the offer of the defendant on April 13, 1956?
2. Is the newspaper advertisement a “unilateral offer” that can be withdrawn without notice the defendant?
3. Did the newspaper advertisement constitute an offer?
4. Did the plaintiff’s conduct constitute an acceptance?
5. Does the newspaper advertisement to the general public constitute a binding obligation on the part of the defendant in return for something requested from the plaintiff?
6. Is a newspaper advertisement an offer an invitation or an offer?
7. Did the actions of both the plaintiff and the defendant constitute mutuality of obligation to establish a contract of sale?
8. Can the offer be modified by a “house rule” to the effect that only women were qualified to receive the bargains advertised?

**Reasoning:**

1. The April 13, 1956 newspaper advertisement posted by the defendant established the value of 1 Black Lapin Stole at $139.50.
2. The defendant posted a newspaper advertisement soliciting payment for in exchange for the defendant to perform a specific action. This constitutes a one-sided agreement and established a unilateral offer.
3. Offers are unilateral and may be withdrawn provided that such a withdrawal be made prior to acceptance of the offer.
4. The plaintiff’s conduct of presenting himself at the defendant’s store for the purchase of the advertised goods constitutes the acceptance of the defendant’s offer.
5. The newspaper advertisement to the general public constitutes a binding obligation on the part of the defendant, in return for something requested, upon acceptance by a member of the general public.
6. The newspaper advertisement is not an invitation informality. The advertisement is an offer of a proposal to enter into a binding agreement.
7. The defendant made an offer in the form of advertisement to the public agreeing to provides goods in exchange for payment. The plaintiff appeared at the defendant’s business location to provide payment for the advertised goods therefore constituting mutuality of obligation to establish a contract of sale.
8. The newspaper advertisements are unchanged and do not reflect a modified offer by a “house rule”, written or unwritten, to stipulate that only women were qualified to participate in the purchase of the advertised goods.

**Rule of Law:**

Judgment was affirmed. The defendant’s motion for amended findings of fact or in the alternative for a new trial were denied accordingly. It was concluded that the newspaper advertisement constitutes a unilateral offer. “A unilateral contract is a contract created by an offer than can only be accepted by performance.” (“Unilateral Contract.”, n.d.).

The newspaper advertisement to the general public constitutes a binding obligation on the part of the defendant, in return for something requested, upon acceptance by a member of the general public.

“A contract is formed by a meeting of the minds of at least two parties, a mutual assent resulting from the expression of an offer by one and an acceptance of precisely that offer by the other.” (“Unilateral Contracts Should Not Be Considered Enforceable.”, n.d.).

A unilateral offer may be withdrawn at but not upon acceptance of the offer. Nor can the contract be modified during the acceptance of the contract. "In a unilateral contract, the offeror may revoke the offer before the offeree's performance begins.” (“Unilateral Contract.”, n.d.). The presence of the plaintiff accepting the offer of the defendant legally binds the unilateral offer into a contract of sale. The defendant’s refusal to fulfil the contract constitutes a breach of contract thus the plaintiff was awarded $139.50 for the stablished value of 1 Black Lapin Stole as provided in by the defendant’s newspaper advertisement. “Generally, unilateral alteration of contracts is prohibited because 'mutuality is the centerpiece to waiving or modifying a contract.” (Wesoloski, 2015)

**Your Response:**

Great Minneapolis Surplus Store, Inc. made an offer to the public. The means of communication to announce the offer was via a newspaper advertisement. The defendant stated that they made the offer to the general public. The advertisement did not contain any stipulations regarding circumstances in which the offer would not be honored. The terms were very clear: April 9, 1956 on Saturday at 9 A.M. Sharp 3 Brand New Fur Coats Worth to $100.00 on a first come first served basis for $1 each. The plaintiff was the first to appear, thus he was certainly the first to come to in order to be served therefore supplies were available. The defendant refused to honor the advertisement under the exemption of a “house rule” that does not allow men to purchase in the sale. The advertisement makes no mention of the “house rule”.

The defendant, Great Minneapolis Surplus Store, Inc., posted another advertisement in the newspaper. Again, the advertisement was very clear. Great Minneapolis Surplus Store, Inc. advertised that on April 13, 1956 on Saturday at 9 A.M., 2 Brand New Pastel Mink 3-Skin Scarfs and 1 Black Lapin Stole Beautiful, would be for sale for $1.00 each. The advertisement had a very similar format like the previous advertisement: Date, time, the goods that were for sale and the price. Again, the plaintiff was not allowed to purchase the goods. For the second time a unilateral contract was offered and the plaintiff and the defendant breached the contract.

I believed the judgment should have been amended to award the plaintiff additional damages for the breach of contract regarding the Sharp 3 Brand New Fur Coats. I understand that the value was in question, but based on the defendant’s advertisement, I would have like to have seen an amended judgment by Supreme Court of Minnesota for the maximum amount of $100.00.

Additionally, I think Great Minneapolis Surplus Store, Inc. admitted to sex discrimination by stating that by a “house rule” the offer was intended for women only and sales would not be made to men. I find it discriminatory that goods can be sale based on gender. The defendant, does not allow the plaintiff to purchase the goods on the basis of sex.

## References

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