

**IN THE COURT OF APPEAL (CIVIL DIVISION)**

**JOE SMITH**

**-AND-**

**DESIGNER FASHIONS LTD**

On 1 January 2008, Designer Fashions Limited published an advertisement in the Watford Gazette stating as follows:

*Want to look sharp in 2008? Then take advantage of this amazing bargain. The first person into our Watford shop on 2 January 2008 gets to buy the Armani suit of his choice for just £10.*

Joe Smith saw the advertisement and queued up all night outside Designer Fashions' Watford shop. At 9.15am on 2 January 2008, he was the first customer admitted to the store. He selected a three-button sky blue Armani suit and proceeded to the cash desk. The sales assistant refused to sell the suit to Mr Smith for £10 stating that the promotion was no longer valid because a four-button jet black Armani suit had already been sold to the store's assistant manager, who had entered via a staff entrance at 9.00am.

Mr Smith sued Designer Fashions Ltd in the Watford County Court. At first instance, Circuit Judge Pearl held that the advertisement was an invitation to treat rather than a contractual offer. She accordingly found in favour of Designer Fashions Limited and dismissed the claim.

Mr Smith appeals to the Court of Appeal on the following grounds:

1. That the learned judge erred in law in concluding that the advertisement was an invitation to treat and not an offer.
2. That the offer contained an implied term that it was only open to bona fide customers and not to staff who worked at the Designer Fashions store.