

Re-re-re-return of Goods Makes All Goods Cost More

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between paying for the returned suit before April 15 or having another suit to go with it at the store's expense, a law suit this time. She paid.

For less serious offenders a method is suggested by the Bulletin, the official organ of the National Retail Drygoods Association, which, though mild, should prove an effective deterrent of "sweaters." The Bulletin's proposal is that each store make a list of customers who abuse the return privilege, and when a certain point has been reached write to the offender, courteously explaining that so large a proportion of returns would seem to indicate her lack of satisfaction in the store's goods or methods, and inquiring where the fault lies and what can be done to remedy it. One big merchant in Los Angeles has tested this system by telephoning instead of writing, and reports that the gentle hint is usually well received and that his return troubles and expenses have notably decreased.

As a rule, merchants are very timid about talking for publication on this subject of returns. Each feels that if he admits a heavy proportion of returns the public may attribute it to some fault of the store policy. Also he fears lest he offend customers and drive away trade. A refreshing exception is the firm of Oppenheim, Collins & Co., for which Mr. I. D. Levy, the president, speaks, and speaks frankly.

"We are out to fight this returned goods abuse to a finish," said Mr. Levy to a Tribune Bureau representative. "In Cleveland and other cities where we have stores there are ways of protecting the trade against unscrupulous shoppers. But here in New York there isn't any effective co-operation on this important matter."

"Our average percentage of merchandise returned in all departments is 18% and 5% of our goods are out of our stock all the time. This is smaller than in many stores, because we do not do an approval business. That is, we do not encourage the practice of sending out merchandise on approval, except in special cases, invalidism and so forth. I will venture to say that no other store in town talks to its customers as straight and plain as we do on this subject. We tell them, up and down, that no matter how sound their credit is they can't buy goods here unless they buy them to keep."

"We have suffered, as every store suffers, from damage to goods sent out and returned, particularly in the delicate fabrics in which we specialize. Often, we find, customers select merchandise and have it sent home just to be copied by a seamstress. This is especially true of children's garments. Trouble? Of course, we have trouble."

"Understand this point: if there is anything wrong with the goods, if there's any good and sufficient reason for dissatisfaction on the part of the customer, she can get her money back any time, without trouble or discussion. We want such goods returned. But a change of mind isn't a good and sufficient reason for an exchange of goods once purchased."

Mr. Levy has the courage of his convictions. He closes some hundred-odd accounts every three months because the return side of the record shows a growing percentage over the purchase side. If other merchants were as upstanding the abuse of the return privilege would never have reached its present proportions. Mr. Levy added that while he was in hearty sympathy with the Tribune's advertising principles and campaign, he thought that the Ad-Visor unwittingly encouraged shoppers to make unjust claims against the stores. Merchants, he said, were often bullied by customers who threatened them with exposure in The Tribune unless claims, often quite unfounded, were allowed.

"For ourselves," said he, "we will not adjust on threats. We'll adjust on a basis of fair play, and on no other basis."

It is unquestionably and unfortunately true that a few shoppers have used the threat of Tribune publicity to further unjust claims. The threat only. They never have so used The Tribune, because Tribune publicity cannot be employed for such a purpose. Complaints that get into Tribune print receive a careful investigation, in which the store has every opportunity to present its side. The merchant who permits himself to be bulldozed into an unfair adjustment because the customer says, "If you don't settle I'll report it to The Tribune" is submitting to a species of blackmail. He is not only cowardly; he is also stupidly ignorant of Tribune standards, principles and practice. If his cause is good he has nothing to fear from this paper, whether or not he is an advertiser in its columns. If he is a Tribune advertiser, this paper will, itself, settle with the complainant on the basis of its "satisfaction or money back" guarantee. But this commits the merchant to nothing in the way of settling unfair claims. Under its guarantee The Tribune has in the past made good on claims which it knew to be unfair; and it has pointed out plainly to the complainants that they were unfair, and that the merchant was both commercially and ethically justified in refusing to settle. It is true that in its advertising campaign this paper has considered first the rights of the buying public. That is because, for years, the public has had no recourse against unfair treatment by merchants, and so has been subjected to many abuses. But over and above the interests of the public and the interests of the store there stands a third and dominant consideration: fair play. The Tribune's advertising campaign is first to last and all the time for truth and justice.

In this there is a direct application to the returned goods problem. Frequently in these columns stores have been criticized for refusing to make fair adjustments. Now, The Tribune stands ready to aid in the fight against the returned goods evil by publishing conspicuously the names and addresses of women (or men) who habitually abuse the good faith of merchants in this manner, with such details as the merchants themselves will supply. And if the merchants are reluctant or afraid, then The Tribune proposes, if possible, to go out and get the facts for itself. There is some sorely needed and highly unpleasant publicity in prospect for a considerable number of women, some of them prominent locally, who have been victimizing the merchants of this city.

Various communities and organizations have taken measures to combat or correct the "on approval" nuisance. The Boston Chamber of Commerce suggests a plan whereby six days shall be the limit of return; the goods must be returned in the original condition, not used or worn, and must have been bought with the special privilege of returning, signified by a special tag; exceptions being allowed in case of error on the part of the store, or merchandise which is defective or not of dependable quality.

St. Louis puts a three-day limit on returnable merchandise, with approval sales permitted on everything except millinery and furniture.

Cleveland allows two business days, with a warning that patrons making unreasonable demands will be reported to the merchants' organization, a hint of blacklisting.

Denver practices the most radical and stringent qualifications. Neither returns nor approvals are permitted unless the goods are "accompanied by a sales person or other representative of the firm, who shall remain at the home until the selection has been made by the customer, and then bring back to the store the unpurchased merchandise."

Atlanta makes a three-day limit. Louisville has a four-day limit, and accepts merchandise on return only when in the original condition and boxing (a surprising and somewhat suspicious requirement as seeming to provide rather an artificial difficulty), with sales check.

New Orleans retail merchants have a committee of adjustments, to which all claims go automatically. It is composed of three merchants, and their decision is supposed to be final. This system has obvious merits. But the New Orleans mechanism has an equally obvious absurdity. In this court of last resort the stores have all the representation and the customer none! The New Orleans limit for return is five days. Indianapolis has a forty-eight hour rule.

In all these cities there is considerable variation as to classes of goods in which either no returns are permitted or special limitations are established.

In several other communities campaigns of education through

newspaper advertisements have been carried on, with marked success in diminishing the return evil.

New York presents a specific problem. It is the shopping centre of a very wide area, and therefore a short-time limit which might operate well in more restricted markets would not apply here. Wanamaker's has established a ten-day limit, and other stores are considering doing the same. Undoubtedly there will shortly be formulated local rules upon this point. Whether there will be an organized system remains to be seen. A prime weakness of the New York retail market is that the large stores exhibit little tendency to cooperate for their mutual benefit.

Whatever system may be adopted, certain important points should be embodied for the protection of the public.

Any defect in goods, either as to quality or workmanship, should be sufficient basis for refund, without respect to the time which has elapsed since the sale.

Any error of statement or misrepresentation in salesmanship should be sufficient basis for refund.

There should be no troublesome or factitious difficulties set in the way of such returns as are allowable; for example, hard-and-fast requirements that return be made in the original box, or with the original sales check. Reasonable proof that the goods were purchased from the store to which they are returned should be sufficient upon this point.

The purchasing public should be warned, either by frequent advertisements, by a statement on the package or sales check, or by the sales force, of the newly established restrictions.

Liberal exceptions and allowances should be made in all rules with respect to death, disability or financial misfortunes.

These safeguards to the public being established, a fair scheme of restrictions and limitations might be worked out along these general lines:

1—A reasonable time limit—say ten days—after receipt of goods.

2—No returns (except for defect or misrepresentation) allowed on certain classes of toilet articles, sanitary goods and the like. This works to the sanitary protection of the public as well as to the commercial protection of the store.

3—Limited returns on goods cut from the piece, made to order, or altered.

4—Limited returns on Christmas gifts.

5—A proviso that goods returned after a permanent mark-down in price shall be credited at the marked down price.

6—Reports to a central bureau of persistent "repeaters" and "sweaters," and the refusal of credit to these classes.

How does all this accord with The Tribune's policy and theory that the purchaser is entitled to satisfaction? At first sight it would seem difficult to reconcile. It is not really so. The purchaser is entitled to satisfaction with his purchase, but not to an indefinite, infinite number of satisfactions. He must not expect to run counter to the universal law of change and decay. I am wearing a suit which I purchased three years ago. It is a good suit, worth all I paid for having it made. But (being human) I'm not as well satisfied with it as I was the year I bought it. Next year I shall probably be less satisfied with it, and the year after I shall be so little satisfied with it that I shall give it to the Salvation Army. But that doesn't justify me in demanding a refund or adjustment from my tailor. I might as well go out and try to invent perpetual motion. And when a woman buys an article at a store and is satisfied with it, and takes it home with the specific understanding that she has a reasonable time in which to consider it, and is still satisfied with it at the end of that time, satisfaction is established. She has received all that she is entitled to—provided

always that the merchandise is sound and as represented. If she changes her mind thereafter, that is her lookout. The fault is with her mind, not with the merchandise. Such a customer ought to confine her purchases to the kaleidoscope department!

The Tribune guarantees satisfaction with goods purchased from its advertisers. If a woman came here with a demand for a refund, be it never so unjust, she would get it. For The Tribune is not selling merchandise; it is selling confidence in advertising. But if that same woman came in here every day for thirty days with a fresh unjust demand each time, she wouldn't get thirty refunds. She would get one warning. And if she persisted, she would get her name in print in a highly undesirable fashion.

Once more let me state The Tribune's position, in respect not only to this vital matter of the returned goods abuse, but on every phase of merchandising. The Tribune is not for the customer as against the merchant. The Tribune is not for the merchant as against the customer. It is for both and against neither, as regards their true interests. The Tribune is for fair play.

Fair play is always two-sided.

Tanzer Jury Fails To Reach Verdict In 3-Day Wrangle

Prosecution to Drop Case— 67½ Hours of Deliberation a Record for State

Rae Tanzer's second trial for perjury has ended as did her first. After deliberating sixty-seven and one-half hours—a record for New York State—the jury which was to decide her fate continued to disagree, and was discharged by Federal Judge Van Fleet a little after noon yesterday. It is not believed that James W. Osborne's accuser will be brought to trial again. Judge Van Fleet, who is known in California, his home, for the few disagreements which occur in the cases when freed to discharge the jury, and said that he did not believe the twelve men had done their duty. The defendant, who is said to have been suffering from a nervous breakdown, appeared in court, apparently cheerful and well. She was surrounded by friends, who congratulated her enthusiastically when court was dismissed.

The jury arrived at the Federal Building at 9 o'clock yesterday morning, as far away from a verdict as when they first retired. At noon Judge Van Fleet gave up all hope of a verdict and ordered the jurors brought into court. Frank Samuels, the foreman, announced that the men were hopelessly deadlocked. The judge then, in turn, asked the other eleven men if they believed that there was the slightest hope of reaching a verdict. They replied that there

had been no change in the standing of the vote since the first ballot. There had been so much false testimony, it was said, that the men did not know which side to believe.

Judge Van Fleet then announced that he would dismiss the jury. It was said that the jurors split eight to four, but it is not known whether the majority stood for conviction or acquittal.

Stone Favors Training, But Not for This War

No Compulsion in Plan of Head of Foreign Relations Committee

Washington, March 24.—Chairman William J. Stone of the Senate Foreign Relations Committee declared today he was in favor of military training for the youth of the land.

"But not for this war," he added, warningly. "I am talking about a general policy."

"I think Congress is likely to be here a long time working out legislation and putting through preparedness measures," he said; "but I don't know just

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Music of Yesterday

Mme. Barrientos Appears to Advantage in Revival of "Lakme"

A revival of "Lakmé" may not be an important event, but it is a pleasing one. Even if the Delibes opera has its share of foolishness, it has already outlasted many a so-called music drama and will outlast many another. It was last sung at the Metropolitan during the season of 1906-'07, with Mme. Sembrich in the title part, while Oscar Hammerstein gave it a single performance at the Manhattan Opera House on March 21, 1910, five days before the close of that doughty impresario's last season. On this occasion Mme. Tetrazzini and Mr. McCormack took the chief parts.

The merit of "Lakmé" lies in its ravishing Oriental color. Few composers have equalled the caressing, voluptuous languor of the first act. It is music which is a true solvent of accidental prejudices; five minutes of it and we feel the hot, perfumed breath of the East—are literally drugged by it. Then, too, the airs of Lakmé and of Gerald and Malika, are lyric outbursts of rare spontaneity and metric beauty. The second act is less rich in inspiration, though the Bell Song is the delight of all coloratura sopranos and of all audiences. The final act recovers much of the beauty of the first. The score lacks dramatic power and variety of expression, and the libretto is of a conventional type, though effective enough in the old operatic fashion.

The chief interest of a Lakmé performance to-day lies, of course, in its interpretation, and Signor Gatti's revival is, on the whole, an excellent and at times moving enactment. Mme. Barrientos, for whom the work was revived, has found in it the acme of her accomplishment. She sang the music with rare skill and rare sincerity, while her voice seemed to have acquired greater volume than it has hitherto shown. In addition, she gave to the character a poignancy of interpretation, and physically so completely realized it that she raised it to heights of tragic beauty. It was an unusual and touching piece of acting. Next to Mme. Barrientos honors go to Mme. Delaunoy for her beautiful singing in the first act duet, and to Mr. Rothier's splendidly dignified impersonation of Nilkantha. Mr. Martini, and Gerald with engaging freshness, and sang some of the music very well indeed. Miss Egner was a vision of beauty in the part of Rose, and Miss Howard gave a most amusing study of Mistress Benzon. Mr. De Luca is a fine artist, but his ideas of what constitutes a British officer didn't come from Kipling. Mr. Polacco gave a reading of the score sympathetic, finely articulated and varied in color. The scenery was what the Metropolitan's scenery usually is, stiff and unimaginative. This was the cast:

Lakmé.....Mme. Barrientos
Nilkantha.....Leo. Benzon
Gerald.....Giuseppe Martini
Gardil.....Giuseppe de Luca
Elen.....Mlle. Egner
Rose.....Mlle. Egner
Mistress Benzon.....Mlle. Howard
Malika.....Raymonde Delaunoy
Haji.....Leo. Benzon
Poonji.....Leo. Benzon
Tud.....Leo. Benzon
A. Groppe.....Leo. Benzon
A. Chinoce.....Leo. Benzon
Conductor, Giorgio Polacco

One of Oldest Twins Dies

Bristol, Conn., March 24.—Allison Bunnell, who, with his brother, Addison, reputed to be the oldest twins in the country, died today from infirmities of old age, in his eighty-eighth year. Addison is gravely ill at present. The brothers were widely known in the Masonic fraternity.

Phil A. Agnew

Edgewood, R. I., March 24.—Phil A. Agnew, fifty-one years old, widely known as a labor union organizer in New England, is dead, of pneumonia, at his home here.

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THE display in the Ready-to-Wear Sections is replete with the newest ideas shown at the late Paris openings. Every novel style note has been cleverly adapted to meet the needs of the American woman, in Tailored and Dressy Suits, Street and Afternoon Dresses, Evening Frocks and Sport Costumes.

Very Special for Monday, on the Third Floor:

Women's Tailored Suits

For sport, street or dress wear, of gabardine, serge, Poiret twill, tricotine, tweeds and jersey cloths.

at \$29.50, 37.50 and 45.00

Women's Fashionable Dresses

For street, afternoon and evening wear, of jersey, serge, taffeta, crepe de Chine and soiree.

at \$19.75, 24.50 and 35.00

Women's Spring Coats

Gabardine, burella, wool velour and mixtures

at \$24.50 and 28.00

Women's Daytime Coats

Made of tricotine, Bolivia and other fashionable materials.

at \$39.00 and 49.50

Afternoon and Evening Coats

Made of silk and woolen fabrics; copies of foreign models.

at \$55.00 to 265.00

Misses' Spring Suits

Poiret twills, Oxford suiting or serges; silk lined.

Special at \$24.75

Misses' Distinctive Suits

Tailored and sport models made of men's wear serge.

Special at \$29.50

Misses' Smart Suits

Reproductions of importations, of Poiret twill, tricotine and serge.

at \$37.50 and 45.00

Excellent Values Prepared for Monday, on the Second Floor:

Women's Night Gowns

of Crepe de Chine and Featherweight Satin, in pink, regularly sold at \$4.50, special \$3.95

Street and Evening Petticoats

of Satins, Crepe de Chines, Taffeta, All Jersey and Jersey Tops, in Spring colorings, at \$4.95

Women's Desirable Corsets

Made of White Striped Rep and Pink Brocade, in models to suit average figures; regularly up to \$2.50, \$1.45

Children's Bloomer Dresses

of pink, blue or tan Chambray, attractive models with white trimming; sizes 3 to 5 years, special \$1.35