# SALESMANSHIP AND SALES MANAGEMENT

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Salesmanship and sales management by Various

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### VARIOUS

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MARKETING POLICIES SALES CAMPAIGNS WHICH BUILD UP TRADE TRAINING YOURSELF TO SELL DEVELOPING AND MANAGING A SALES FORCE



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### CARRYING CONVICTION TO THE BUYER

#### By George L. Louis

IN law, the burden of proof rests with the plaintiff. The plaintiff must bring the charge, and must sustain it. A conviction can only be determined upon the direct or circumstantial evidence that the plaintiff develops.

In business these same principles are involved, and we find parallel conditions. The seller, the plaintiff, enters specific charges against the buyer, the defendant. It is alleged that the defendant is not clothing himself with the smartest, most serviceable, and most economical apparel; or that he does not consume the most nourishing cereal, ham or syrup; or that because he does not buy Blank's furniture or pianos, he is not equipping his home to the best advantage.

But here the similarity between law and business stops abruptly. In law, the plaintiff must prove such serious allegations; in business, curiously, the seller-plaintiff turns to the buyer-defendant and climaxes his speech by saying: "Prove the charges against yourself! Do it now. Don't accept a substitute! Prove that our goods are what we claim!"

The result: the buyer who acts in the double capacity of defendant and jury, escapes conviction, because he is not convinced. The seller rests his case, with only half his evidence in. He assumes that the buyer is straightway going to some store, there to examine and buy the merchandise that will demonstrate to him (the buyer) that the seller's charges are well based and true.

Now is it any more logical or same to shift the burden of proof upon the shoulders of the buyer in business than it would be to turn it upon the defendant in law? Should it be left to the buyer, who, by the very nature of things, is bound to be on the defensive, to prove the claims of the seller?

Yet the larger percentage of sellers, both wholesalers and retailers, throw this burden of proof on the buyers. But the notable success of many manufacturers, jobbers and dealers who are wisely assuming the burden of proof, is strong evidence that their plan is the better.

> **B**UYING puts confidence to the test—the seller guards his interests when he substantiates his claims and cheerfully assumes the burden of proof.

Buying is nothing more than the climax of confidence. And how, I ask, can confidence be more easily, more decisively, more effectively and more permanently gained and held than when the seller substantiates his claims?

From the manufacturer's and jobber's viewpoint, what are the most effective burden-of-proof methods of approach to retailers and consumers? To determine the most practical and authoritative answer to this question, I made a thorough inquiry among quite a number of large manufacturers, and was given actual evidence in sales and profits that showed the result of the wrong and right methods in selling.

Sending out goods on consignment to the retailer places the burden of proof absolutely and entirely upon the manufacturer or jobber. But this is a practice applicable only in a limited number of cases because of its detrimental effect. The offer "return what you can't sell" throws the burden too hard upon the producer, and relieves the dealer of all responsibility. This method, it was found, so lessened the selling activity of the dealers and allowed such a free and unwarranted return of goods, that it is no longer favored and has been pretty well eliminated as a practical selling plan.

Some wholesalers have modified the consignment idea in a very successful way which still assumes the burden of proof. One manufacturer does it in this way: the goods ordered by the retailer are forwarded under the condition that all or part of the order may be returned and exchanged for other goods within a certain time limit. This holds the dealer rigidly to his original order; but if he finds that certain articles do not sell as readily as others, he can make exchanges for the better selling ones. This protects the wholesaler and does not tempt the retailer to relax his selling energies; and yet the burden of proof rests entirely with the producer.

A general guarantee which only pretends to assume the burden of proof is utterly ineffective. One manufacturer, in his trade journal advertising, makes this statement in striking bold face, underscored: "We guarantee that you will sell more of our furniture and make a bigger profit than on any other furniture you have handled. Send in an order for the table and chairs shown here, and you will quickly find this out." But inasmuch as no stipulation is made of what the producer will do if volume and profits do not show larger, the socalled guarantee gets but scant consideration.

A large jobbing house undertakes the burden of proof in a very tangible way. Attached to a letter sent to retailers is an order amounting to seventy-five dollars.