

THE ADVERTISING DEPARTMENT.

ADVERTISERS' RIGHTS.

By J. McConnell, Advertising Manager "Semi-Ready"

RECENT occurrences in the advertising field in Montreal have brought up the question of advertisers' rights in connection with surrounding published matter. As these occurrences have involved the advertising with which I have to do, PRINTER AND PUBLISHER has kindly invited me to discuss the question in these columns.

When a publisher sells space to the advertiser, when does his duty to the advertiser cease?

When the contract has been fulfilled to the letter, is there an implied obligation to the advertiser on the part of the publisher to make the advertiser's space as valuable as may be?

Or, at all events, should the publisher exclude from his columns any matter that may detract from the value of such space when it is in the power of the publisher to do so, always, of course, considering his own interests?

Three newspapers in Montreal, of the six which publish "Semi-Ready" advertisements, have published those of a rival in our line of business, not merely in the same issue, or on the same page, or even in the same columns, but following those of "Semi-Ready," simulating the same type display and general appearance of "Semi-Ready" advertisements. I am free to say that the newspapers desisted from this course at our first remonstrance. One publisher, for whom I have the highest respect, *defends the publication of the rival advertisements in their peculiar position.* He says a newspaper should have absolute control of its columns, and that the advertiser has no right whatever to say what is or is not to follow his space in the newspaper; in short, that the publisher owes the advertiser nothing outside of the letter of his contract. He says that the reason the advertisements objected to were discontinued was not a business one, but a sentimental one, and that they were discontinued because I requested it.

Before answering his arguments I will first show why these advertisements were considered objectionable, which will, in part, be my answer. [Mr. McConnell encloses two advertisements: one of "Semi-Ready" and another, evidently from a custom tailor, saying that ready-made clothing is not equal to custom-made.—Editor PRINTER AND PUBLISHER.] From these it will be seen that the advertiser "following" got after the "Semi-Ready" scalp on all fours. The advertisement "following" takes up a statement made in a "Semi-Ready" advertisement a few days previously, and, in a gentle, offhand manner, denies the allegation and whatnot for the "allegator." This advertisement was written, contracted for and positioned for the express purpose of counteracting the "Semi-Ready" advertisements. It was not written primarily to benefit the advertiser—its first, middle and last object was to counteract the force and argument of the "Semi-Ready" advertisements. It may be said, it has been said, that such kind of talk could not injure the kind of advertisements "Semi-Ready" puts out. May be not. I may be susceptible to the common weakness of the race, but this time flattery does not blind me to the intention of the advertiser of the advertisement "following." It was

part of the advertiser's stipulation with the newspapers that his advertisement should follow those of "Semi-Ready." I have it on the authority of two of the publishers. In any other position they would have been harmless. It was the fact that a "Semi-Ready" advertisement was published at all that gave occasion to their publication. If they had been published in any other position I would not and could not have objected. Really, I believe I would have enjoyed their being published. But you know the advertisement man finds it already hard enough to get the public ear. If his advertisement succeeds in getting itself read, even in a half-careless manner, and leaves a slight impression upon the reader, it is often all his company gets for their money from their space. But, if a rival concern is allowed to "sit at his feet and say what a whopper," even that slight impression is likely to be lost. And you know, dear publisher, it's much harder to make a subsequent paying impression on a man who has been half under conviction once and had his impression throttled at birth.

Now, to take up my respected friend's contention that a newspaper has the right to absolutely control its columns. I concede that. Nobody admires an independent press more than I do. It's the biggest and best institution in civilization. At least, I think so. But, is the independence of a newspaper threatened, involved, or compromised by an advertiser who says he wants to get full return for the money he spends in advertising space, and that it is the publisher's duty to give him an opportunity to get it?

Advertising space (from my point of view) is worth just as much as the advertiser can make it, up to a certain, or rather, uncertain, limit, after the publisher has, of course, done his share in the matter of circulation, etc. I contend, therefore, that the publisher owes the legitimate advertiser the moral support of his paper. I don't mean that he ought to give him free write-ups, or anything of the sort. I mean that he should protect the space of a large and legitimate consumer against the attack of a rival.

Please let me repeat here that I do not object to the publication of this matter, but to its being placed following our advertisement. The local circumstances of this case prove that suppression of these advertisements should be a matter of business, and not of sentiment. Perhaps two-thirds of the custom tailors who are advertising in Montreal to-day do so simply because "Semi-Ready," as an advertised article, is cutting into their trade, and has forced them to it. It, therefore, follows that the publishers derive a two-fold benefit from the "Semi-Ready" business. If the "Semi-Ready" people believe that the tactics of certain advertisers, made possible by the countenance of the publisher, nullify their advertisements, they may find it necessary to discontinue the use of that paper. The result in that case would mean the loss of not only the "Semi-Ready" but of those whom "Semi-Ready" had driven to advertising. I, therefore, honestly believe that it is as much a matter of business on the part of the publisher to protect advertisers from this sort of competition as it is for him to see that his customers get full measure in circulation, position, etc.