

or service purchased and either actually or apparently gratis.

This "apparently" is achieved by setting a relatively insignificant price or a price which includes the object purchased plus the bonus, particularly when such goods would never be coupled together in the ordinary way of business.

II. General Exceptions to the Rule.

Any bonus is permissible, if the buyer be expressly informed that he has the right to choose a certain definite sum in ready money instead, a sum which must not be less than the "purchase price" (sale price of the bonus plus carriage, duty, charges, without regard to general expenses.)

III. Special Exceptions.

1. Permissible actual bonuses.

- a) Advertising articles of insignificant value with permanent, plainly visible lettering bearing the name of the firm (i. e. paper flags, notebooks, calendars, air-balloons);
- b) trifles of small value (such as sweets);
- c) customary extra service (such as free delivery of the goods at the purchaser's address);
- d) appurtenances customary in business (i. e., wrapping materials);
- e) the proffering of advice or information;
- f) free insurance for subscribers to newspapers and magazines.

2. Other permissible forms of bonus.

- a) Certain quantities, or quantities to be reckoned in a certain manner of the same goods (so-called quantity or goods discount);
- b) Discount in cash.
Here it is merely a case of reducing

the purchase price. If the discount is to be reckoned on other goods which the purchaser means to buy from the vendor, then the transaction comes under Case I.

IV. General Exceptions to II and III.

Bonuses are prohibited if they in any way create the impression of "something for nothing" or if chance (for instance, a lottery) is to decide whether they should be granted.

V. Exceptions which are no exception.

Since the preliminary to a "bonus" is the purchase of some object, such advertising gifts as free samples are allowed as well as gifts to customers (for example, Christmas and New Year gifts).

Having finished this survey which gives us an idea of the somewhat hybrid character of the Order, we will return to Kreisler. In the rendition of the Devil's Cadence Sonata he presented the audience with extra service which was not paid for and for which the managers of the concert would give no cash equivalent, and at that it was far from being an "insignificant trifle", being on the contrary a unique pleasure. Over and above the impression of something not paid for he awakened in the hearers the certain consciousness of having received a gift — and thus we should be tempted to answer the question raised in the affirmative and to call upon the authorities whose business it is to punish infringements of the order — we might be, if we did not here run up against a barrier which the maker of laws also wishes to respect: sound common sense! We will do still more, for we will excuse the much honored musician on the grounds that he also promised "extras" or "bonuses" to the public prior to June 10, 1932, the day on which the order comes into force. For "claims to bonuses which were in being before the enforcement continue to hold good" ...