

APPENDIX A

GLOSSARY

Advertising

The communication of information about a product or service with the object of stimulating demand.

Advertising theme

The words or visual presentation of an advertising campaign which are consistent in all media and designed to create a single brand image.

Blend

It is created by mixing various different kinds of tobacco to produce different tastes.

Buffer stock

The reserve stock carried in excess of weekly requirement by a distributor or sub-distributor to absorb any increases in demand.

Cash-selling

A service performed by distributors and sub-distributors by which cigarettes are sold for cash to every retailer once a week on a pre-determined planned schedule. This service is more properly described by the term "planned selling". The aim is to sell for cash as much as possible.

Cellophane

This is the viscose transparent film used in wrapping packets to improve appearance and retard moisture gain.

Cigarette type

Usually used to describe the physical characteristics other than blend and size:

Plain (Pln)
Filter Cork Tipped (FCT)
Filter White Tipped (FWT)
Cork Tipped (CT)
Gold Tipped (GT)
Filter Cork Tipped King Size (FCTK)
Menthol Filter Tipped Long Size (:FTL)

Code Number	The mark or serial numbers which determine the date of a product's manufacture.
Company image	The impressions, good or otherwise, that the public has of a company.
Consumer brand image	What consumers, potential or otherwise, consciously or sub-consciously, think of a product.
Consumer contact	The seeking of consumers of a competitive product with a view to obtain information about them and the product they smoke, and to convert them to the Company's own product.
Deferred discretionary commission	The commission paid annually to each distributor which varies according to the standard of his work and based on a sliding scale of cents per mille assessed monthly.
Dispenser	A specially-devised case divided into compartments for dispensing cigarettes. It also acts as a promotional device.
Distribution	The supply line which moves the right product in the right quantity at the right time to the right place where consumers can buy it at the right price.
Distributor	He is exclusively appointed by the Company and has a written agreement with the Company. Cigarettes are bought at invoice price and sold at list or wholesale price.
Follow-up	The return visit made to own or competition smokers.
Goodwill	The relations on organization or Company has with its customers.
Hard-sell	A type of advertising message constructed to stimulate quick demand.
Lamina	The softer end, free of the hard stem of the tobacco leaf.
Moisture gain	Cigarettes are manufactured at a pre-determined moisture content and any excess is the moisture gain.

Pace-maker

A person carefully selected by the Company to influence others to smoke the Company's brand. He is privileged to receive a weekly free supply of cigarettes.

Packing

The immediate container of a product which is normally the retail sale unit, for example,

Hinged lid (HL)

Soft Cup (SC)

Shell and Slide (SS)

Product characteristics

The physical properties of a product.

Public relations

Maintaining and developing the Company's image in the eyes of the public.

Retailer

The outlet from where consumers buy their product.

Rotation

A system which ensures that older stocks are not left lying in the shelves while fresher stocks are being sold.

Sales promotion

Methods used to convert consumers from one product to another or to confirm present consumers of a product in their choice.

Selling

The physical process of exchanging property for consideration (cash).

Shelf life

The rate of deterioration of a product once in a retailer's shop. This is applicable to the packets on the shelf, the 200s bundles and the loose sticks in the lithograph tins.

Soft-sell

A type of advertising message with a more subtle appeal to the emotions, for example, "To the world of your dreams with B.O.A.C."

Stem

Stalk or veins of a tobacco leaf.

Stock-control

A system which ensures that a product in bad condition does not reach the consumer and for this to be successful, it requires a regular flow of goods through the channels of distribution to the consumers.

Stockist

A trader who sells goods to the retailers at the wholesale price when cash-selling, and in return is paid a fixed commission.

Sub-distributor

A trader who cash-sells at the fixed wholesale price to the retailers. He is supplied by a distributor at the list price and is paid a fixed commission.

Topping-up*

A system whereby a distributor or sub-distributor's salesmen cash-sell to the same retailers for the second time in the week in order to replenish stocks.

Unique selling proposition

That product characteristics which make a product unique when compared to other product of similar nature.

Virginia

Name applied to the bright yellowish tobacco grown in America or to similar tobacco grown in other parts of the world.

Weevil*

A small beetle which feeds on leaves especially the tobacco leaf.

Wholesaler

A trader, who apart from retail sales, sells goods to the other retailers at a price below the retail price.

*Those marked thus are defined by the writer. The others are defined by the Sale Department, Malayan Tobacco Company.

APPENDIX B

PRICE LIST

Cigarettes Imported	Pkg.	Invoice Per Mille	List Per Mille	Wholesale Per Mille	Retail Per Packet/Tin
		\$	\$	\$	\$
Player's Perfecto FCTK	2OHL	53.45	54.45	54.55	1.20
" " Finos Magnum	5OAT	69.70	70.70	70.90	3.90
Garrick Va.	5OAT	58.90	59.90	60.00	3.30
Benson & Hedges Super Va. K.	2OHL	53.45	54.45	54.55	1.20
Benson & Hedges Va.	2OM	53.45	54.45	"	"
Passing Clouds	2OHL	51.15	52.15	52.25	1.15
Player's No. 3	5OAT	50.70	51.70	51.80	2.85
Churchman's No. 1	2OHL	44.45	45.35	45.45	1.00
" " "	5OAT	46.25	47.15	47.25	2.60
du Maurier FCT	1OHL	44.45	45.35	45.45	0.50
" " "	2OLB	44.45	45.35	"	1.00
" " "	5OAT	46.25	47.15	47.25	2.60
Gresham MFTK	1OHL	44.45	45.35	45.45	0.50
" " "	2OHL	"	"	"	1.00
Senior Service	2OSS	44.45	"	"	"
" " "	5OAT	46.25	47.15	47.25	2.60
Belair MFTK	2OSC	44.45	45.35	45.45	1.00
Kool MFCTK	2OSC	"	"	"	"
Pall Mall K.	2OSC	"	"	"	"
Pall Mall FCTK	2OSC	"	"	"	"

Cigarettes Imported

	Pkg.	Invoice Per Mille	List Per Mille	Wholesale Per Mille	Retail Per Packet/Tin
		\$	\$	\$	\$
Viceroy FCTK	20SC	44.45	45.35	45.45	1.00
Viceroy FCTL	20HL	"	"	"	"
Lucky Strike	20SC	"	"	"	"
<u>Own Manufacture</u>					
Benson & Hedges Special FCTK	12HL	44.45	45.35	45.45	0.60
" " " "	20HL	"	"	"	1.00
State Express 555	10SS	"	"	"	0.50
" " " "	50AT	46.25	47.15	47.25	2.60
Life FCTK	12SC	40.60	41.40	41.50	0.55
Life FCTK	20SC	40.20	41.00	41.10	0.90
State Express 555 FCTK	10HL	"	"	"	0.45
" " " "	20HL	"	"	"	0.90
Gold Flake	50AT	37.70	38.40	38.50	2.10
Matterhorn MFTL	10HL	35.90	36.60	36.70	0.40
Player's Gold Leaf FCTL	10SS	"	"	"	0.40
" " " "	20HL	"	"	"	0.80
Player's Medium	10SS	40.20	41.00	41.10	0.45
" " " "	50AT	42.00	42.80	42.90	2.35
Capstan Medium	10SS	35.90	36.60	36.70	0.40
" " " "	50AT	37.70	38.40	38.50	2.10
Embassy FCTL	10SS	31.60	32.20	32.25	0.35

Cigarettes Imported

	Pkg.	Invoice Per Mille	List Per Mille	Wholesale Per Mille	Retail Per Packet/Tin
		\$	\$	\$	\$
Embassy FCTL	20HL	31.60	32.20	32.25	0.70
Double Ace	10SS	27.05	27.55	27.60	0.30
Price MFTL	10SS	"	"	"	"
Rough Rider	10SS	"	"	"	"
Signal	10SS	22.40	22.80	22.85	0.25
Star MFTL	10SS	"	"	"	"
<u>Tobaccos</u>					
Player's No. Name		Invoice Per lb.	List Per lb.	Wholesale Per lb.	Retail Tin/Pouch
		\$	\$	\$	\$
Player's No. Name	1/8s.	21.60	22.00	22.05	2.95
Three Nuns	"	21.25	21.65	21.70	2.90
Gold Block	"	20.10	20.50	20.55	2.75
Player's Medium	"	20.10	20.50	20.55	"
Three Gastler Fire Cut	"	19.00	19.40	19.45	2.60
Capstan Full	"	18.25	18.65	18.70	2.50
Capstan Medium	1/16s.	"	"	"	1.25
" " (p/p)	1/8s.	"	"	"	2.50
Sir W. Raleigh Rough Cut (p/p)	"	"	"	18.70	2.50
St. Bruno Flake	"	"	"	18.70	"
Old English Curve Cut	1/8s.	17.50	17.90	17.95	4.80
Richmond Mixture	1/8s.	17.30	17.70	17.75	4.75
Legation Flake	1/16s.	16.05	16.40	16.45	1.10
Big Ben Mixture (p/p)	1/8s.	16.00	16.40	"	2.20

Cigars	Pkg.	Per Hundred	Per Hundred	Per Hundred	Per Box/Tin
La Tropical de Luxe Singles No. 1	25s.	138.00	139.60	142.20	40.00
" " " Coronas	5s.	"	"	"	8.00
" " " Singles No. 3	25s.	103.40	104.60	106.60	30.00
Criterion Solo	20s.	60.35	61.10	62.20	14.00
Marcella Mono Tubes	25s.	58.60	59.40	60.40	17.00
Castella Punatellas	25s.	37.95	38.40	39.10	11.00
Wills' Whiffs	5s.	23.10	23.40	23.80	1.35
" "	10s.	"	"	"	2.70
Peer Gynt Petitas	10s.	18.10	18.30	18.65	2.10
Ton Thumb	10s.	13.80	13.95	14.20	1.60
Vautier Perfecto Filter	5s.	23.10	23.40	23.80	1.35
Velasques Iberia	5s.	48.30	48.90	49.80	2.80
" "	10s.	"	"	"	5.60
Velasques Castilla	5s.	45.80	46.30	47.20	2.65
Velasques Aranda	10s.	23.75	24.00	24.45	2.75
Velasques Soria	10s.	21.55	21.80	22.20	2.50
Velasques Arta	10s.	12.85	13.00	13.25	1.50
Velasques Canarias	20s.	10.30	10.40	10.60	2.40

*FCTK - Filter Cork Tip Kingsize
 Va.K - Virginia Kingsize
 MFTK - Mentholated Filter Tip Kingsize
 FCTL - Filter Cork Tip Longsize
 MFTL - Mentholated Filter Tip Longsize
 HL - Hinge Lid
 AT - Airtight
 SS - Shelf-and-slide
 SC - Soft Cup
 P/P - Plastic Package

APPENDIX C

CLASSIFICATION OF BRANDS

	A (50 x 55¢)	B (45¢)	C (40¢)	D (35¢)	E (30¢)	F (25¢)	G (under 20¢)
M T C	S.E. 555* Benson & Hedges S.P. Perfectos	Player's Medium* S.E. 555 FCTK	Capstan* Gold Leaf	Embassy	Rough Rider* Double Ace*	Signal*	
C D M P	Abdullah 37* Durhill Rothmans King Size Craven A King Size Edinburgh Peter Stuyvesant	Craven A*	Virginia Gold		Torchlight* Sea King*	Scotland Masjid Negara Double Lion* Double Dragon Saturn Gold Dragon	
H T C	Kool		Matterhorn		Prince	Star	
C D P	Salem Consulate Faxton	Consulate			St. Moritz Fremann No.1	Satelite Dragon King	
M T C	Lucky Strike* Pall Mall* Viceroy Pall Mall	Life					
C O M P	Camel* Phillip Morris* Kent Winston Morboro				Good Morning States		United Nation* Firmen* Telephone* Jet

*Non-filter cigarettes. Those not marked thus are filter cigarettes.

*Competitors' Brands

APPENDIX D

DISTRIBUTORS and SUB-DISTRIBUTORS

DISTRIBUTOR	TOWN	SUB-DISTRIBUTOR	TOWN
1. Ban Leong & Co.	Penang	1. Abu Bakar	Balik Pulan
2. Hock Hin & Co.	Penang	2. Boon Ann	P. Langkawi
3. Lee & Hamzah Ltd.	Kangar	3. Chin Guan	Ayer Hitam
4. Ban Hock Leong Ltd.	Alor Star	4. M.A. Kadir Bras	Alor Star
		5. Kar Yit Kongsi	Kangar
		6. Khai Seng	Kaki Bukit
		7. Lam Hin	Simpang Ampat
		8. Sin Lian Min	Kuala Perlis
		9. Cheng Bee	Serdang
5. Bee Lam Co.	Kulim	10. Thye Seang	PdC. Serai
6. Yee Lee	Kroh		
7. Joo Guan	Butterworth		
8. Tan Chin Joo	B. Mertajam		
		11. Ghee Lee	N. Tebal
		12. Lian Aik	Prai
		13. Lian Heng	Penaga
		14. Puteh bin Hj. Yunns	Kepala Batas
	Sungai Patani	15. Hajjah Rodziah	S. Patani
		16. Heng Moh	K. Kuala Muda
		17. Hung Cheng	Merbau Pulas
		18. Chee Leong Hin	Lonjong
10. Sang Lee	Grik	19. Kioh Hoe Heng	K. Kuran
11. Keat Bee Leong	P. Buntar	20. Guan Hong	Selana
		21. Ban Aik Heng	Selana
		22. Sin Guan Huat	B. Kuran
12. Sir Bean Aik	Taiping	23. Sin Hock Seng	Taiping
13. Eng Leong	K. Kangsar		

DISTRIBUTOR

TOWN

SUB-DISTRIBUTOR

TOWN

14. Sharikat Che' Nonee	Sitiawan	24. Choo Kwong Seong	Bruas
15. Hong Soon Chan Ltd.	Ipoh	25. Joo Bee	Panckor Is.
16. The Universal Store	Ipoh	26. Kool Lee	Panckor Is.
17. Chop Yuen Wuen	Tapah	27. Lam Huat	Dindings
18. Hong Chong	Tanah Rata	28. Sin Tai	Dindings
19. Hong Soon Chan Ltd.	T. Anson	29. Ban Chin Hin	Exgor
20. Soon Cheong Ltd.	K. Bahru	30. Ghee Hin	Parit
21. Soon Cheong Ltd.	K. Krai	31. Juan Foong Loong	B. Gajah
22. Hong Bee & Co.	K. Trengganu	32. Shachar Enterprise	Parit
23. Tiang Guan	K. Dungaun	33. Wai Song	Gopeng
24. Kwong Thye Long	J. Bahru	34. Lam Kee	Bidor
		35. Cheah Chit Heng	Sungkal
		36. Tat Cheong	Kappar
		37. Soon Guan	H. Melintang
		38. Heng Cheong	B. Datoh
		39. Joo Kee	B. Datoh
		40. Teow Hin	B. Datoh
		41. Abdul Aziz	B. Datoh
		42. Muda bin Osman	Pasir Mos
		43. Tock Seang Chan	Besut
		44. Heap Huat	P. Puteh
		45. Kumat b. Abdullah	K. Besut.
		46. Ban Kheng	Temangor
		47. Lam Bee	Gua Musang
		48. Moordin b. Hj. Mohd.	Marang
		49. Abd. Rahman	K. Trengganu
		50. Song Kee	K. Tinggi

DISTRIBUTOR	TOWN	SUB-DISTRIBUTOR	TOWN
25. Ten Hok Heng	J. Bahru	Su Hoe & Co.	K. Tinggi
26. Yee Shing Co.	Mersing	Kwong Shin	Pengsanang
27. Ban Hoe Lee & Co.	Kluang	Ng Kuat Seng	K. Tinggi
28. Koh Seng Huat Ltd.	B. Bahat	Kah Siang	Kulai
29. Soon Cheong Ltd.	Muar	M/S Luan Hin & Co.	Endau
30. Seng Huat	P. Kechil	Chong Lin Huat	K. Rompin
31. Nai Seng Ltd.	Malacca	Yong Fong Huat	K. Rompin
32. Sino-Malay Co. Ltd.	Bahan	Sin Seng Huat	S. Rengam
33. Thong Seng & Co. Ltd.	K. Pilah	King Leong	Dekok
34. Hock Joo	Seremban	Weng Falt	Paloh
35. Hai Chua Ltd.		Sin Hin Lee	Chamak
		Chop Chin Heng	Kahang
		Hup Guan	Ayor Hitam
		Sin Guan Moh	Cha'ah
		Koh Eng Leong	Yong Pong
		Lian Seng	Grisek
		Kwong Falt	Tangkak
		Kian Guan	Lencaja
		Ban Guan	Panchor
		Lian Chin Moh	Gemas
		Hj. Dand	Merliman
		Chee Seng	K. Sungai Bahru
		Tan Hiap Hoe	Asahan Village
		Seong Cheong	Tampin
		Lian Huat	Johol
		Hamzah bin Hj. Zakaria	K. Pilah
		Kim Joo	Rantan
		M/S Mohd. Taha & Co.	K. Sawah
		Sungai Ujong Store	Seremban

DISTRIBUTOR

TOWN

SUB-DISTRIBUTOR

TOWN

36. Pert Dickson Stores
 37. Kwong Sang
 38. Kwong Hin Loong Ltd.

39. Kian Joo Hin & Co.

40. Yong Joo Long & Co.
 41. Musa b. Abd. Rahman
 42. Hock Bee Bros. Ltd.
 43. Guan Bee Bros.
 44. Thong Guan Ltd.
 45. Kwang Teow Sang

46. Yong Lee
 47. How Seng (Klang) Ltd.

48. Ban Seng Leong
 49. Sin Joo Leong

P. Dickson
 Bentong
 Jerantut
 Mentakab

Raub
 Temerloh
 Kuantan
 Kemaman
 K. Lumpur
 K. Lumpur

Kajang
 Klang

P. Swett.
 K. Selangor

80. Yuen Cheong
 81. Yik Sin
 82. Kwong Yoon
 83. Kim Seng Hin
 84. Teck Hin
 85. Chee Huat
 86. Guan Song
 87. Abd. Aziz b. Hj. Uda
 88. Chiat Choon
 89. Ban Cheong Chan
 90. Sin Falt
 91. Tan Hong Soon
 92. Pek Guan Tong
 93. Yew Lee
 94. Lee Heng Chan
 95. Ng Foh
 96. Hing Kee
 97. Sherik Hassan
 98. B B & Co.
 99. Chuan Leng
 100. Kwong Choy Yuen
 101. Eng Huat
 102. Koon Lee
 103. Hamzah b. Hj. Abbar
 104. Lian Ann Chan
 105. Ngian Huat Seng Kee

Jerantut
 Tembling
 Triang
 Mengkuang
 K. Kran
 Kemayan
 Mengkarak
 Kerdan
 Benta
 Temerloh
 Temerloh
 Pakar
 K. Kemasik
 Batu Arang
 Kuang
 Kundang
 K. Lumpur
 Kg. Bahru
 K. Lumpur
 Jenjaron
 Bunting
 P. Pasir
 Tg. Sepat
 Sijangkang
 P. Kortam
 B. Berjuntai

DISTRIBUTOR	TOWN	SUB-DISTRIBUTOR	TOWN
50. Hoe Seng Chuan 51. Long Chan 52. Sin Teck Soon 53. Soon Kee Ltd.	Tg. Karang K. K. Bahru Tg. Malim S. Bernam	106. Eng Huat Lee 107. Tong Lee Cheong 108. Joo Huat 109. Hoe Seng 100. Chong Seng Hin	Sekinchang Rasa Behrang H. Melintang S. Besar

APPENDIX E

AGREEMENT

An Agreement made the 1st day of April, 1960 between Malayan Tobacco Company Limited of 178-3, Sungei Besi Road, Kuala Lumpur (hereinafter called the Company) of the one part and Hoe Seng (Klang) Ltd., at 14/16, Rembau Street, Klang (hereinafter called the Distributor) of the other part whereby it is agreed as follow:

(1) The Company hereby appoints the Distributor as its distributor for the sale of cigarettes, smoking tobaccos and cigars (hereinafter called the Company's goods) at Klang on the terms and conditions set out in this Agreement.

(2) The area within which the Distributor shall have the right to sell the Company's goods and for which he shall be responsible to the Company in maintaining its business shall comprise the following districts:

Districts of Klang and Kuala Langat excluding Sungei Pelek, Sepang and Salak, and the Distributor shall not sell any of the Company's goods outside the said area but ~~the Company shall be at liberty~~ at any time on giving one week's notice in writing the change or amend the said area either by adding to the districts set out above or by eliminating any one or more of the said districts on any part or parts thereof from the scope of this Agreement and the Company may without notice previously given to the Distributor appoint any other person or persons, firm or company to be its distributor or distributors for the whole or any part of the said area in addition to the Distributor.

(3) The Distributor shall submit weekly orders for the delivery to the Distributor of the Company's goods which orders shall be despatched so as to be received at the Company's office at Kuala Lumpur not later than Monday in each week; such orders to be written on the Company's forms with which the Company shall keep the Distributor supplied but the Company shall be at liberty in its absolute discretion to vary or amend such orders and shall not be in any way bound to fulfil the Distributor's orders either as to particular brands of the Company's goods or as to the quantity of any one brand or as to total quantity.

(4) The Distributor shall make payment for the orders supplied by the Company within twenty four hours of receiving advice of the Company's acceptance and before any goods are delivered to him and payment shall be made by the Distributor in such manner as the Company may from time to time require and unless otherwise so required by Telegraphic Transfer/Cheque.

(5) The Company shall notify the Distributor of the quantities and prices of its goods to be despatched to the Distributor after receiving the Distributor's orders and the sale of such goods shall be subject to the terms and conditions set out in the form of invoice used by the Company for the purpose of such notification. Goods despatched in accordance with this clause shall be delivered by the Company at its own cost and expense to the Distributor and the Distributor's place of business at Klang. But the Company shall be under no obligation to deliver and in case the Distributor shall be required to take delivery at some intermediate point or street from the Company's own godown as the Company at its discretion may require the Distributor to do, the Company shall make an allowance to the Distributor to meet the charges for onward despatch from the place of such delivery and such allowance shall be of such reasonable amount as the Company shall determine and as the Company shall notify to the Distributor in writing from time to time.

(6) The Distributor shall acknowledge receipt of the Company's goods by signing and returning to the Company's office at Kuala Lumpur the form of "receipt for goods" accompanying the invoice and shall endorse this receipt where necessary for damage and/or shortage.

(7) The Company shall acknowledge the receipt of payments by the Distributor by formal receipts signed in manner hereinafter provided for the signing of notices and forms.

(8) The Distributor shall not dispose of the Company's goods either to wholesale or retail customers at prices other than those of which the Company shall from time to time give the Distributor notice in writing. The difference between the prices paid by the Distributor to the Company in accordance with clauses (4) and (5) hereof and the prices at which the Distributor shall dispose of the Company's goods in accordance with this clause shall be the Distributor's agreed remuneration and the Company shall be at liberty at any time while this Agreement is in effect to vary its prices to the Distributor on sales in accordance with clauses (4) and (5) hereof and to vary the Distributor's on-selling prices to be notified to the Distributor in accordance with this clause on either of such prices without any obligation in either case prior to the Distributor of such variations.

(9) Any further remuneration paid by the Company to the Distributor from time to time shall be at the sole discretion of the Company as to amount and method of calculation and there shall be no liability in the Company to pay or provide any remuneration to or for the Distributor other than as is set out in clause (8) hereof.

(10) The Company at its discretion shall allow the Distributor on-selling charges incurred on the sale by the Distributor of the Company's goods to other parties such charges to be at the rates notified by the Company to the Distributor from time to time and all other expenses whatsoever in connection with the distribution of the Company's goods in accordance with this Agreement shall be borne by the Distributor with the exception of the allowance (if any) that may be made by the Company to the Distributor in respect of freight charges in accordance with clause (5) hereof.

(11) The Distributor will faithfully serve the Company during the period of this Agreement and will carry out the instructions of the Company as notified by its officers, managers and representatives and the Distributor will do everything possible to maintain the distribution of the Company's goods and to promote the interests of the Company and will refrain from doing anything to hinder or obstruct the Company's business on the sale of its goods or to injure or adversely affect the interests of the Company.

(12) The Distributor will not during the period of this Agreement sell any goods in competition with the Company's goods or be concerned or interested in the sale of goods in competition with the Company's goods or whether as partner, shareholder or otherwise be concerned or interested in any firm or company which deals in such competition goods save only with the consent of the Company.

(13) The Distributor will during the period of this Agreement do everything possible to protect the brands and trademarks of the Company and refrain from doing anything likely to impair the rights of the Company in its trademarks and brands whether these brands and trademarks cover the particular goods sold to the Distributor under this Agreement or not. The listing of brands in the Company's price lists submitted to the Distributor from time to time shall be sufficient notice for this purpose of the rights of the Company.

(14) If the Distributor shall make any change in the name or constitution of the partnership or firm of Hoe Seng (Klang) Ltd., or if any of the partners who are parties to this Agreement shall die, notice in writing shall be given forthwith to the Company and the Company whether or not such notice

shall have been received shall be at liberty to terminate this Agreement as from the date of any such change but without prejudice to the rights of the Company against the Distributor under the terms of this Agreement and without any right in the Distributor for compensation for such determination.

(15) The Distributor shall not assign or transfer or attempt to assign or transfer this Agreement or any of the benefits accorded to the Distributor under this Agreement to any person or persons, firm or company and the Company shall be at liberty to terminate this Agreement forthwith should the Distributor make any such assignment or transfer and without any right in the Distributor for compensation for such determination.

(16) If the Distributor shall commit any fraud on the Company during the period of this Agreement the Agreement shall forthwith terminate and be at an end but without prejudice to the rights of the Company against the Distributor under this Agreement and without any right in the Distributor for compensation for such determination.

(17) The Company shall be at liberty at any time to serve notice upon the Distributor requiring the Distributor within two weeks from the date of such notice to perform any particular stipulation herein contained or to carry out any particular obligation of the Distributor hereunder including such acts as in the sole discretion and opinion of the Company may be comprised within the obligations set out in clause (11) hereof. If the Distributor should fail to carry out or perform the requirements of the Company in accordance with such notice the Company shall thereupon be at liberty to serve on the Distributor one week's notice of termination of this Agreement at the expiration of which notice this Agreement shall terminate but without prejudice to the rights of the Company against the Distributor under this Agreement and without any right in the Distributor for compensation for such determination.

(18) This Agreement shall continue unless terminated under some other clause hereof until determined by either party serving on the other two weeks notice in writing of an intention to terminate the Agreement. No reason need be given for termination or notice under this clause nor shall any compensation be payable by either party to the other.

(19) Any notice requiring to be given under this Agreement shall be deemed to be sufficiently served in the case of a notice given by the Company upon being addressed and despatched by post to the Distributor at the last known place of business of the Distributor and in the case of a notice given by the Distributor upon being addressed and despatched by post to the Company at their office at Kuala Lumpur and every

notice so sent shall be deemed to have been received at such time and shall begin to run from such time as in the ordinary course of post it should have been received.

(20) All forms and notices which under this Agreement require to be signed by or on behalf of the Company shall be sufficiently signed by its Directors or by its Area Manager/ Cashier or by his deputy and all forms and notices which under this Agreement require to be signed by or on behalf of the Distributor shall be signed by some responsible person authorised by the Distributor. A specimen of whose signature authenticated by the Distributor shall previously have been registered with the Company.

(21) No waiver by the Company of any breach or non-observance by the Distributor if any of the provisions or stipulations of this Agreement on the part of the Distributor to be performed or observed shall be or be construed to be a general waiver and such waiver shall relate only to the particular breach or non-observance in respect of which it was made.

(22) This Agreement is written in the English language and the signature on this Agreement of any person bound by this Agreement shall be sufficient evidence of his undertaking of the contents thereof.

(23) All existing agreements (if any) between the Company and the Distributor whether oral or in writing shall be terminated as from the date of this Agreement and the Distributor shall henceforth be solely governed by the terms of this Agreement both in respect of anything that may have happened before the date of this Agreement and in respect of anything that may happen after the date of this Agreement.

In witness whereof the parties hereto have hereunto ~~set their hands the day and year first above written.~~

Signed on behalf of the Company.....

in the presence of.....

Signed by.....

on behalf of the Distributor

in the presence of.....

APPENDIX F

SALES FORCE STATISTICS (A)

Territory	No. of M.T.C.'s Salesmen	No. of Distributors	No. of Sub-Distributors
Selangor	8	10	18
Johore	5	8	21
Pahang	2	7	13
East Coast	2	4	8
N. Perak	2	4	7
S. Perak	4	6	18
Penang/Kedah/Perlis	4	9	17
Malacca/K.S.	4	5	9
Task Force	6	-	-
Total	37	53	111

SALES FORCE STATISTICS (B)

M.T.C.	Task Force	Territory	Distributor	Sub-Distributor	Total
Representatives	1	8	-	116	9
Salesmen	6	31	239		392
Station-wagons	3	23	8		34
Mini-Travellers	5	19	143	32	24
Vans				2	175
Land Rovers	5				7
Trucks	9				9
Tricycles				61	121

Source: Compiled by the writer.



MALAYAN TOBACCO COMPANY LIMITED

DAILY REPORT FOR 23rd MARCH 1966

APPENDIX G

ROUTES	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	Total
ROUTE/CALL No.	574	576	577	578	579	580	581	582	583	584	585	586	587																
TYPE OF RETAILER	C	C	C	C	SH	C	C	C	C	C	SH	C	C																
CLASS OF RETAILER	C	C	T	T	C	C	C	T	T	C	C	C	C																
PLY PER PKT	20																												
ESS	10		1	1	1	1	1	1	1	1	1	1	1																
B&H SP. FILTER	20											1																	
B&H SP. FILTER	12		1	1	1								1																
KOOL	20																												
PALL MALL	20		1	1	1	1				1	1																		
VICTORY	20																												
LUCKY STRIKE	20	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
555 FILTER KINGS	20																												
555 FILTER KINGS	10		1	1	1	1	1	1	1			1																	
LIFE	20			1								1																	
LIFE	12		1	1	1	1				1	1	1	1	1															
	10	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
PLAYERS GOLD LEAF	20																												
PLAYERS GOLD LEAF	10	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
MATTERHORN	10		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
EMBASSY	10		1																										
CAPSTAN	10	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
						1						1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
PRINCE	10		1	1	1	1																							
R. RIDER/D. ACE	10	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
				1	1							1																	

CIGARS:																													
TOTAL SOLD																													3
BAR POSTERS	1	1																											
DISPENSE RS																													
DECALS																													
STICKERS																													
METAL PLATES (Outdoor)																													
" " (Indoor)																													
SHelf STRIPS																													
ROTHMANS 12s	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	
" 20s				1	1							1																	
P. STUYVESANT 70s																													
CONSUMERS (with gratis)																													
Sold (without gratis)																													
SPECIAL																													

MARKET INFORMATION OR OTHER COMMENTS: WRITE OVERLEAF

WHITE - Original to Representative
 YELLOW - Copy to Area Manager

APPENDIX G

DAILY REPORT

- Distribution** : Unsatisfactory. Poor depth in distribution. A few shops were found without having some brands including 555 FK and L/Strike.
- Display** : Fair.
- Rotation** : Poor. The distributor's salesman was advised accordingly.
- Advertising** : Point-of-sale material adequate but choice of site has not been sufficiently discreet. Generally dirty and were cleaned. Litho-graph tins new and clean except for one instance where the tin was rusty and damp - collected and S/D salesman advised to replace it with a new one.
- Loose Selling & Old Stock** : Conditions were appalling. S/D salesman advised to pay more attention. The following were collected back or replaced:
- (i) 0.1 μ Matterhorn, C/N 550, 552.
 - (ii) 0.18 μ B & H, C/N 549, 552, 546.
 - (iii) 0.1 μ Signal, C/N 60F, 552, 550.
 - (iv) 0.03 μ Prince, C/N 601.
 - (v) 0.06 μ Life, C/N 548.
 - (vi) 0.01 μ Star, C/N 601.
 - (vii) the "soft & spotted" collected back were 8/S Prince, 2/S R. Rider, 7/S B & H, 7/S Matterhorn, 7/S Capstans, 10/S S.E. 555, 4/S P. Med. 2/S L/Strike.
- General Comments** :
- (i) Not even one shop was selling P.G. Leaf 20s and 555 FK 20s.
 - (ii) A number of outlets did not have in stock 555 FK 10s e.g. Call Nos, 574 & 582.
 - (iii) There is a big increase in the sale and consumption of Rothmans.

Movement of Brands

	<u>Increasing</u>	<u>Steady</u>	<u>Slow-moving</u>	<u>Declining</u>
Own	555 FK 10s G. Leaf 10s Capstan Pall Mall. Rough Rider	S.E. 555 555FK 20s Life 12s L/Strike Embassy Signal	B & W 12s, 20s Life 20s G. Leaf 20s Hatterhorn	Prince Star

Opposition			
	Craven A Rothmans 12s, 20s	Cons. PK	Camel Cons. WCT.

N. B.

The S/D salesman was given the full responsibility of holding the key to the cigarette store and as such, when he was away, as we found him when we arrived there, there was no possibility of gaining access into the cigarettes. There was therefore no possibility of selling in. This was the problem we encountered during our calls. The retailers who required replenishment however, promised us that they would personally go to the S/D for replenishment.

Goh Tiau Eng

APPENDIX H

BENSON AND HEDGES SPECIAL FILTER SELLING STORY

The slant of the pitch is generously soft-sell with subtle appeals to snobbism and occasional interesting pieces of information to hold the attention of the consumer. The original advertising platform has been closely followed as the first rule of a publicity programme is informality of message.

It must be made clear that basically the rational for buying Benson and Hedges Special Filter is the "snob" appeal of the golden pack. There is nothing else to distinguish the product that can be used as an unique selling proposition - Benson and Hedges Special Filter is one of many King Size Virginia cigarettes but it is packed in a fancy box. Consumers are wary of buying flashiness for its own sake so therefore they must be given good reasons for buying a cigarette in a golden pack.

But we cannot sell the box alone. People are buying tobacco when they give a retailer \$1.00. This is not to say that packaging is not an emotive factor in influencing consumers to buy. It is, but a subconscious one and an open reference to packaging as the "reason to buy" will not seem rational on the conscious level to the majority of consumers.

With Benson and Hedges Special Filter contacts, therefore, we must try to sell the following factors:

- (1) Benson and Hedges is a famous name for cigarette manufacturer throughout the world.
- (2) Benson and Hedges Special Filter carries on this tradition and reputation.
- (3) It has such good tobacco and a special filter that its "Filter Blend" offers perfect mildness.
- (4) Such perfect mildness demands such perfect protection.

The story now follows. It is emphasized that practical experience may show it needs adjusting here and there.

Reasons for inclusion of Main Points

- (1) Introduction - name, company, purpose of visit.
- (2) Benson and Hedges worldwide reputation as creators of the finest cigarette. Included to set a quality and reputable backdrop against which Benson and Hedges Special Filter - with no product uniqueness except in its pack - can be introduced.
- (3) Interest clients about Benson and Hedges Special Filter's history. Aids creation of luxury image.
- (4) The tobacco in filter. Quality and "Filter - Blend" for perfect mildness. Reasons for buying the cigarette.
- (5) The packet. Such a perfect cigarette needs such perfect packaging. Introduces the real appeal of the brand convincingly and rationally with a small knock on other brands.
- (6) Close. Covers Nos. 2, 3, 4 & 5 in a few general but suitable words with a final effective knock on other cigarettes.
- (7) Departure and promise of a return visit.

DATE: 1/1/66

CASH SELLING ALLOWANCES
APPENDIX I

TERRITORY: Selangor

W. E. F. 1/1/66

DISTRIBUTOR/TOWN: Kwang Teow Sang Ltd., Kuala Lumpur

Representatives must ensure that allowances for Sub-Distributors are passed on by the Distributors.

CMP-CAL 200

OWNER	PARTICULARS OF VEHICLE				CASH SELLING SYSTEM				TO BE COMPLETED BY REPRESENTATIVE				TO BE COMPLETED BY SALES DEPARTMENT									
	Make	H. P.	Registered Number	Age (Years)	2/1	3/2	1/0	Tick where Applicable	Cash Selling Mileage Per Month	No. of Days Per Week	M.T.C. Percentage	Usage of Petrol M.P.G.	Cost of Petrol	Over-heads	Insurance	Total	M.T.C. Proportion of Overheads	Total Allowance Per Month				
																			4/2	5/1	6/0	Per Month
Heng Kee, Jinjang Lee Heng Chan, Kuang Shek Hassan, Kg. Bahru Bakt Sintang Co., K.L.	Austin Mini	8.3	EH 5163	1		3/2	1/0	6/0	154	6	60	45	6.03	275.93	22.85	298.78	179.27	185.30				
	Bradford	15.6	UH 2547	4				*	775	6	60	16	96.48	352.76	26.80	379.56	227.74	324.22				
	"	15.6	BG 6089	5				*	340	6	60	16	12.21	262.76	26.80	289.56	173.74	215.95				
	Ford Prefect	10.0	BC 9068	10				*	258	6	60	45	12.06	229.60	16.20	245.80	147.48	159.54				
	V. wagen	14.7	BD 2562	9				*	356	6	60	29	24.12	253.15	31.15	284.30	170.58	194.70				
	Fordson	10.0	BB 5932	14				*	317	6	60	28	22.11	240.69	16.20	256.89	154.13	176.24				
	Austin 54	13.2	BJ 8132	3				*	584	6	60	27	44.22	324.51	29.00	353.51	212.11	256.53				
	Vauxhall	15.6	BK 5193	3				*	150	1	10	24	12.06	339.29	21.95	361.24	36.12	46.18				
	V. wagen	14.7	BE 3409	7				*	90	5	50	29	6.03	340.98	31.15	372.13	190.07	196.10				
	Bford	15.6	BE 7259	7				*	120	3	30	16	16.08	352.76	22.50	375.26	112.58	128.66				
Datsun	13.2	BG 4176	5				*	70	3	30	32	4.02	350.73	17.00	367.73	104.32	108.34					
Austin A55	13.2	FC 2701	4				*	Flat Rate for Cash-Selling					20.00	per month			20.00					
<table border="1"> <thead> <tr> <th colspan="2">TRICYCLE BOX ALLOWANCE</th> </tr> <tr> <th>RATE A</th> <th>RATE B</th> </tr> </thead> <tbody> <tr> <td></td> <td>1</td> </tr> </tbody> </table>																	TRICYCLE BOX ALLOWANCE		RATE A	RATE B		1
TRICYCLE BOX ALLOWANCE																						
RATE A	RATE B																					
	1																					
TOTAL C.S.A.															2,022.56							
TO NEAREST \$															2,023.00							

K.L. Jinjang Kuang

Rate A \$ per month according to

Rate B \$ flat rate.

Rate C 1 unit at 9.00 \$ 9.00

Notes: (a) Cash Selling mileage should also include that run on topping-up.

(b) M.T.C. proportion of overheads based on number of days used on M.T.C. business.

(c) Tricycle boxes state number of units in appropriate columns:

Rate A \$ per month according to

Rate B \$ flat rate.

Rate C 1 unit at 9.00 \$ 9.00

Yee Lee, Batu Arang

AREA D/O.F. ALLOWANCES

DATE: 1/1/40

DISTRIBUTOR: TOYIN

TERRITORY: ...

M	Delivery from	to	@	per Case, or
"	"	"	"	"
"	"	"	"	"
"	"	"	"	"
"	"	"	"	"
"	"	"	"	"

N. B. 1 Unit = 1 mille Cigarettes, 2 1/2 lbs. Tobaccos or 400 pieces Cigars.

DELIVERY

Average Issues Per Week ex

DELIVERY ALLOWANCE: £ per UNIT.

ONWARD FREIGHT	M	Method of Delivery	Mileage	Rate	Cost
Average Issues Per Week ex Distributor					
To Sub-Distributors (or Stockists)					
Meng Kee, Singapore	400	S/Ds van	0	3 cents per mille	12.00
Cheok Hangan, K.G. Malaya	200	Dist. van	3	3 cents "	9.00
Leo Hong Chuan, Ipoh	65	S/Ds van	21	25/- per trip	7.00
Yew Lee, Batu Arang	65	S/Ds van	32	27/- "	7.00
Ng Foh, Kundang	18	Lorry	26	23/- "	7.00
Buidit Bintang Co., Kuala Lumpur	80	S/Ds van	-	S/D collects	-
Own Cash Selling	4,435				
Others (Counter Sales)	5,413				
					36.90

Source: Sales Department, Malayan Tobacco Company

5,413. M costing \$ 36.90 O/F ALLOWANCE of 60.68 per unit

CONFIDENTIAL
DEFERRED COMMISSION MARKS PENALTIES.

Representative..... Date.....
 Retailer..... For The Month Of.....
 Town.....

1.766
 P
 per UNIT
 pe

Marks Deducted	Qualities	Sub-total	Report / Letter By	Dated
<u>General Standing:</u>				
<input type="checkbox"/>	Standing & recognition in local community.	<input type="checkbox"/>		
<input type="checkbox"/>	Ability & willingness to finance the Company's side of the business.	<input type="checkbox"/>		
<input type="checkbox"/>	Ability & willingness to co-operate to the full with the Company's policies.	<input type="checkbox"/>		
<u>Ordering:</u>				
<input type="checkbox"/>	Accuracy for market requirements.	<input type="checkbox"/>		
<input type="checkbox"/>	Maintenance of required level of buffer stock.	<input type="checkbox"/>		
<input type="checkbox"/>	Ability to anticipate changes in demand.	<input type="checkbox"/>		
<u>Distribution to Retailers:</u>				
<input type="checkbox"/>	Correct level of market stocks.	<input type="checkbox"/>		
<input type="checkbox"/>	Not too frequent "topping-up".	<input type="checkbox"/>		
<input type="checkbox"/>	Low proportion of retailers coming to shop for requirements.	<input type="checkbox"/>		
<u>Control of Market Stocks:</u>				
<input type="checkbox"/>	Good condition.	<input type="checkbox"/>		
<input type="checkbox"/>	Good rotation, particularly with small volume brands.	<input type="checkbox"/>		
<input type="checkbox"/>	Retailers' display.	<input type="checkbox"/>		
<input type="checkbox"/>	Sub-distributor's display.	<input type="checkbox"/>		
<u>Record Keeping & Rendering:</u>				
<input type="checkbox"/>	Accuracy <input type="checkbox"/> Promptness.	<input type="checkbox"/>		
<u>Resourcefulness:</u>				
<input type="checkbox"/>	Selling ability <input type="checkbox"/> Effort applied particularly with new brands.	<input type="checkbox"/>		
<input type="checkbox"/>	Market information.	<input type="checkbox"/>		
<input type="checkbox"/>	Maintenance of vehicles and advertising generally.	<input type="checkbox"/>		
<input type="checkbox"/>	Ability to act in emergencies.	<input type="checkbox"/>		
<u>Goodwill with the Trade:</u>				
<input type="checkbox"/>	Salesmen popular.	<input type="checkbox"/>		
<input type="checkbox"/>	Ability to pacify retailers in times of difficulty to accept the Company's system & to demonstrate qualities of successful persuasion.	<input type="checkbox"/>		

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