

THE BASEBALL PLAYERS' FRATERNITY

A Monthly Department Devoted to the Activities
of the Organized Ball Player

Edited by DAVID L. FULTZ
President of the Ball Players' Fraternity

The Reserve Clause

The Greatest Problem in the Baseball World Today

THE reserve clause, which is a regulation peculiar to the baseball business, is found in different portions of baseball legislation and operates as follows:

A team in organized baseball signs a player for one season and thereby acquires the exclusive right, by placing his name on the "reserve list," to do business with him the following year. The following year's contract gives the same privilege and so on in perpetuity; or if the team has sold the player, he is the exclusive property of the purchasing club, and that organization acquires all the rights possessed by the original owner.

Although the player contracts for only one year, he, in reality, binds himself for the rest of his baseball career, for the reason that if he does not sign with the team entitled to his services under baseball law, no team in organized baseball will have him and he must give up his profession entirely. All other clubs are prohibited from dealing with him by legislation which declares that any team negotiating with a player belonging to another shall "be considered an outlaw organization, and its claim to contractual and territorial rights ignored." The player may be traded, sold or given away; he may be sent from Boston to San Francisco with or without his consent; but wherever he is, there is always an incumbrance upon him, always some team

which can compel him to contract with it for the next season.

The abolition of this clause has been the great war measure in baseball upheavals. When the American League expanded and took in the Eastern cities, its chief bid for the players' favoritism was the doing away with this clause, then known as the "Option Clause," after the two leagues signed the "Treaty of Peace"; however, the clause was re-enacted with even more than its old-time rigidity. History is now repeating itself and the United States League is holding out the same inducement to the players.

Considering individual cases, the reserve rule works incalculable hardships. If players possessed the freedom of contract, many of them could get far larger salaries, and salaries much more in keeping with their worth than is possible under the present order of things. For instance, if stars like Jake Daubert, Nap Rucker, Ed Konetchy, Bill Sweeney and several others were free agents they could command their own terms, whereas they are now compelled to play for small salaries, comparatively, because they are the property of second division teams which do not make large profits.

We have given this situation a great deal of thought for a number of years, and although realizing the individual hardships brought about by the reserve rule, we have never yet been able to formulate any substitute for it. Without

this rule star players would go to the more prosperous teams and in a few years all the playing strength would be concentrated and most of the interest in the league race would be done away with. In fact, there would be no race in the true sense of the word, as only two or three teams in each league could compete for the star players at the enormous salaries they would command.

Then too, the better players would get more than their share of the money spent for salaries while the poorer player, for whom there was little demand, would have to take what was left. The disproportion between salaries would be far greater than it is today, and even today this is one of the most unfair features of the business.

While conceding that a reserve rule of some kind is absolutely necessary for the solidarity of baseball, we do not wish to be understood to endorse in its entirety the rule of today. Into this as into other baseball regulations, there have been inculcated burdensome conditions which are in no way essential to the effectiveness of the rule in question, but have been enacted simply to make the player a more profitable piece of property for his owner. The Fraternity approves of the rule as far as it gives the team the power to dispose of the player's services for future seasons, but further than that it declines to go.

FROM THE "SPORTING LIFE."

"FACTS FOR FULTZ

"THE CASES OF JACK KNIGHT AND PITCHER HAGERMAN WOULD NOT INDICATE A VERY DEEP PROBING INTO OR CONSIDERATION FOR THE CONDITIONS IN ORGANIZED BALL."

"WASHINGTON, D. C., December 31.

"Editor 'Sporting Life':

"Ball players' salaries have been constantly increasing, and are now so high that the average salary list of every major league club is somewhere around the figure of \$75,000 for every season. * * * The ball player has absolutely no kick coming. He is handsomely paid, protected and well treated, and those who are concerned about his welfare evidently are not familiar with existing conditions in the game. * * *

"Fultz has selected several cases for protest, which would indicate that he is viewing them from a

RATHER NARROW STANDPOINT.

"Fultz, for instance, thinks that Jack Knight was not given a fair deal here. Knight, who came here from New York in a trade with a

contract calling for \$4,000, not only reported out of condition a few days before the season opened, but he did not show good form at any time that he was with the team. Griffith sold him to Jersey City, which club, of course, reduced his salary, which it had a right to do. Knight did not make good here, and, consequently, had to expect a cut in salary when he went back to the minors.

A SIMILAR CASE

is that of Pitcher Hagerman, of Boston, who was disposed of by Boston to a minor league club, which returned him because he did not deliver. Boston sold him to Denver, which club, of course, would not pay him a big league salary, and Hagerman refused to report. Fultz contends that the Boston Club should pay him his year's salary at the figure signed for. In other words, Hagerman should draw pay for work he did not do."

Yes, that is exactly our contention, that Hagerman should be paid for work he did not do, because he had contracted to do it, was at all times ready to do it, but was prevented from doing it by the Boston team. This, if we are not mistaken, is the correct theory of contract.

The Knight case, in which the player was cut from \$4,000 to \$2,000 per season, involves the same principle. If a player's salary is to depend upon his success—if he is to be paid so much per base hit, let his contract read accordingly; but if he is to get so much for the season, then he should get that amount or his unconditional release. No professional man can guarantee success; all he can contract to give is a reasonable degree of skill and this is a legal principle as old as the hills.

If Knight, on account of his own neglect, was out of condition, the Washington team had ample redress through a system of fines and suspension inaugurated by baseball legislation, but to deduct \$2,000 per season from a contract because the player reported out of condition is like cutting off a man's head to cure a sore throat.

These teams had the alternative of seeing that the players got their money or of releasing them unconditionally, but they had no semblance of right to compel them to go to teams which refused to pay their salaries. We may view the matter from a "rather narrow standpoint," but from where we are sitting we can see no justice in emasculating a contract in this manner—by doing away with the obligations resting upon one party at the expense of the other.