

# 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*

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## More Contract Jumping

**A**FTER peace was declared it was the hope of most of those interested in the game of baseball that contract jumping had ceased forever. This, however, apparently is not the case. Within the last two weeks four flagrant instances of this evil have been presented to the office of the Fraternity. Four major league ball players, three of whom signed "iron-clad" contracts a year or more ago and the other, an ordinary form of contract, in September last,

have received letters stating that it is necessary for them to sign new contracts. With these letters came the new contracts referred to and in each case the salary already provided for in the original contract was substantially reduced. The players have, of course refused to sign these agreements and will continue to do so.

There is not the semblance of right on the part of the owners to demand such a concession as this. The contracts

were entered into by the players in good faith and there is no fault to find with their conscientiousness and industry. Nor can the excuse of reprisal be offered, as no one of these men was under a large salary. The salaries offered under the new contracts in no case exceeded \$2,400, in three cases did not exceed \$1,800, and in one case was just \$1,375—a slice from \$4,000.

The inimitable Mark Twain tells an incident of a Mississippi River logman who gave a friend his plug of tobacco to take a chew. The friend bit off a wad large enough to choke a horse and returned the rest. The logman looked at the remnant a minute and then said: "Hey, Bill! you take the plug and give me the chaw." If this last mentioned player had been given the cut instead of the salary, he would have something, at least, to be thankful for.

Three of these contracts, as said before, were "iron-clad," or, in other words, contained no release clause. The absence of this clause is well recognized by law and by baseball authority to make the contract binding upon the owner for the full period. There is no possible way the owner can avoid these contracts as long as the players act in good faith; and no one would dare accuse the men in question of any kind of double dealing, or faithlessness. One of these players has been told by his owner that even an "iron-clad" contract is not binding upon the owner and that he now has his attorney working on the matter.

In spite of this assertion, he insists upon the player signing an agreement under which he concededly has fewer rights than under the contract which the magnate is seeking to disavow.

The "iron-clad" contract is an invention of the magnates themselves; they are self-imposed and were entered into by the players upon the earnest request of the owners. There is, therefore, not even the excuse of coercion to justify their breach.

This form of contract arose with the advent of the Federal League. The magnates, being fearful that the release clause would vitiate all of their agreements and thus destroy their legal hold upon the players in case of an attempt to jump to the Federal League, went to

many of the players and insisted upon eliminating the troublesome provision. So insistent were they that in many cases they gave the players extra money to induce them to allow the change. But now that the Federal League threat is taken away, the magnate comes and says: The "iron-clad" contract is of no further use to us, we will, therefore, wipe it out of existence. In other words, we'll eat our cake and have it too.

No player who jumped his signed contract, even though in mid-season, committed an act any more reprehensible or any more obnoxious to moral principles than exists in these recent attempts.

The case of the player who did not have an "iron-clad" contract is slightly different from a legal, though not from a moral standpoint. This player entered into a contract in good faith at a certain salary; he has at all times held himself in readiness to perform his agreement. His owner, however, without the slightest excuse, has insisted upon a reduction of salary. The owner, it is true, has the power to release this man or to trade him to another team, and, if he is traded to a lower classification, it is also true that by the laws of Organized Ball the alleged right exists to transfer him at a loss in salary. If, however, he is transferred to the same classification the rules specifically provide that he shall be transferred at the same salary. This club, however, does not wish to trade the player, but shows by its attempt to resign him that it desires his services. It virtually says to him: "We want your services, but we don't like your contract. Let's do away with it entirely and enter into a new one. We will get just as much as under the old one, but you'll get less. Still you must sign as the Federal League is out of existence and this is the only club which will deal with you."

The question immediately presents itself to the reader, What is the use of the player signing the new agreement? If the original one was of no avail, what assurance has he that the new contract won't soon meet the same fate? And what possible check is there upon the owners if such acts as these are acquiesced in by the players and permitted by Organized Ball?

Much has been written about the enormous salaries of the ball players and the methods which have been used to secure them. Some persons would advocate any means of reprisal, no matter how radical. The great trouble with these weapons is that the blow never falls where it is deserved. No magnate will attempt to break a star's contract, for the public press would soon block any such attempt. But, the little fellow, who is not much in the public eye, even though he has commanded only a moderate salary, is going to be made the target.

It is a matter of deep regret to the writer, as it will be to every fan whose attention is called to these attempts, that Organized Ball has already started on the backward trail. It would seem that after all it has been through, which has been in a measure brought about by its occasional unfair dealing with players and the public, that the lesson would have become so deeply ingrained that for the time at least all concerned would walk the "straight and narrow." This is simply a renewed evidence of the fact that you cannot change the leopard's spots. There could be no clearer evidence of the fact that certain persons, now that the Federal League has been placated, mean to throw down the gauntlet to the players, and attempt to put the screws on.

The players have not been unmindful of what might take place and are perfectly ready to meet it. Men who have lost thousands and thousands of dollars rather than violate their contracts will lose thousands and thousands more if necessary, to see that the magnates live up to theirs. Let no magnate get the mistaken idea, now that the "recent unpleasantness" is over, that the players are going to allow themselves to be chewed up. There is no reason why they should, and every possible reason why they should not.

We believe that the players to-day command the respect of the public and the press for the manful way in which the rank and file of them stood by their contracts with Organized Ball at a time they were offered enormous inducements to prove false to their trusts. While some few men deserve severe censure

for their actions, no one can help but admire the rest of them for their great self-denial. The players will therefore, have the public and the press with them in any stand they take against such a clear and unwarranted breach of their contracts.

If only the player were involved in this case, as unfair to the individual as it may be, it would possibly not prove of great interest to the public. But this is more than an injustice to the individual player, it is a direct stigma upon the game itself; an offense against moral principles which amounts to almost an indecency at this special time; and if not immediately retracted will go a long way toward plunging the game back into that chaotic and malodorous condition from which it has been lifted in the last few years by the earnest, painstaking and sincere efforts of the large majority of owners.

The Fraternity stood firm against contract jumping during the recent trouble and was quick to discipline its members for such acts. At least, up to the point where the law declared the player had a right to disregard the instrument. Will Organized Ball be as quick to "disavow" and declare "illegal" these acts? We say without the slightest hesitation that it will. We know that such acts are distasteful to nine-tenths of the owners and that the commission itself will deal summarily with this evil.

This article is meant in the kindest way to that great majority of gentlemen who are conducting their affairs in an honest, clean, businesslike manner; but it is meant with a punch to him who thinks he can now ride rough-shod over the players.

We appreciate that it is ever the worst wheel in the cart that makes the most noise, and feel genuinely sorry that it seems necessary to write this article. It is, however, much to the advantage of the game that the rank and file of the magnates should be informed of the "short cuts" taken by some of the others. Organized Ball has just passed through a grave crisis in its existence; a crisis which was made the more serious because it had by its ill-advised and prejudicial acts rendered its armor all the more vulnerable. Is it to return so soon

to the same methods which it was compelled to disavow? Is the lesson so soon forgotten?

It is not for the writer to say that there was or was not room during the recent fight for a third major league. But, whether there was or was not, it can be said without the slightest danger of error, that in less than ten years there will be room. Tactics such as have been described in this article are the surest way to hurry this crisis. Organized Ball should keep its ear to the ground; and prepare itself to forestall any such move, rather than permit a few of its unruly spirits, to hasten the evil day.

Baseball is not a private enterprise, it is a public institution. It is not the making of the men of any age. It is a heritage we have received from the past. The mills of the gods grind slowly, and it has taken decades for this game to develop. We, filling this little niche in the march of progress, are but incidents to its development. We are but trustees for the time being. Men pass away, but their institutions go on forever. We, too, shall go the way of all flesh, but the game will still continue. If, therefore, we do not hand it down to posterity in as good, yes even a better condition than

we found it, we have been false to our trust. The player who fails to keep himself in condition and is, therefore, unable to give his best service to his employer and to the game, is false to his trust. The player who is guilty of rowdy or roughneck tactics on the ball field, or who, by the use of profanity or vulgarity, alienates the good will of the spectator, is false to his trust. The player or the magnate who looks upon his contract as a scrap of paper which he rends into a thousand parts and scatters upon the diamond there to lie as a blot upon the escutcheon of the game, is false to his trust.

There is something bigger and broader behind this whole thing than our desire for puny self interest. And the player or magnate who is not big enough to see it, *ought to be made to see it.*

Then let us put our shoulders to the wheel, let us look beyond our own hide-bound interests, let us join gladly in the work of reconstruction. If, as we vauntingly love to say, baseball is the National game, then those who have it in their keeping must not, dare not let it stand for anything but the highest and best, as America, in its national life, will never be satisfied with mediocrity.

## The Cristall Case

THE National Board of Arbitration, which has jurisdiction over all minor league affairs, has recently rendered a decision in which a fine was imposed upon a player and the player suspended from all connections with Organized Ball until the fine was paid. This decision was rendered without notice being served upon the player that he was being investigated, or without his being given an opportunity to put in a defense. The facts of the case as presented to this office are as follows:

William Cristall contracted to manage the Hamilton team of the Canadian League for the season 1915. During January and February of that year he was in negotiation with a player by the name of W. S. Thomas, who submitted terms and stated that he had played at Syracuse the preceding season and had a batting average of .297.

Cristall wrote Thomas a letter stating

that his terms were acceptable, but that he could find no record of his having played upon the Syracuse club. No formal contract was ever sent the player, nor was one ever signed by him. In reply to this letter Cristall received one from Thomas containing the following language:

"I would like to know if you really mean business in regard to my coming to Hamilton. It will mean money expended for you for transportation and loss of my time for the coming summer. All I ask is a fair showing and I will do the rest. I do not want to come to Hamilton and be sent back before you know how valuable I will be to your club, but you can tell the Hamilton fans I can produce the punch when needed."

This letter shows clearly that the player did not consider either himself or the club bound at that time, but wished for

further assurances. In this same letter Thomas made a certain statement about himself, which it is unnecessary to re-print here, but which apprised Cristall that the Hamilton club had no right under the rules of Organized Ball to negotiate with the player. Cristall was also able, with the new information, to find Thomas's record for 1914, but found that instead of batting .297 as he claimed, he had hit just .209.

Upon receipt of this letter, Cristall immediately wrote Thomas that Hamilton could not use him and called all negotiations off.

It now appears that some time prior to the National Association meeting in San Francisco last fall, Thomas filed papers with the National Board claiming that he was entitled to an amount of salary from the Hamilton club. The Board, without any investigation, at least as far as Cristall was concerned, rendered a decision allowing the player's claim to five days' salary, amounting to \$25, which it held Cristall should pay, because he, as manager, had failed to file the player's contract in the office of

the Secretary of the Board. This fine, according to the laws of Organized Ball, may be imposed in a proper case.

We do not know what evidence the Board had before it to pass upon, and will, therefore, withhold all comment upon the merits of the controversy, except to say that the evidence which has been presented to the Fraternity fails to show that any contract was entered into or that Cristall was in any way negligent in the performance of his duty. We do, however, criticize very severely the method of trying a player, finding him guilty and suspending him from his chosen profession, all without any notice being given him or any opportunity afforded to tell his side of the transaction.

The penalty imposed upon Cristall is a very severe one, as it deprives him of his means of livelihood unless he submits to an arbitrary fine. The right to labor where one can find employment is a constitutional right in this country, and should be abridged only after the most searching investigation and most careful consideration.

## Players' Problems Answered by the Fraternity

(Answers to the following queries, as published here, do not always contain advice which has been given to the players as to methods of procedure, but usually indicate simply their rights under contracts.)

Q. Major league ball player writes that he signed a contract last fall with a major league club at a certain salary; that he has recently received another contract from the same club at a reduced salary with a letter stating that it is necessary for him to sign a new contract. Player desires advice.

A. The club has no right to ask you to sign a new contract; you should stand upon contract already signed. If the club does not see fit to live up to the obligations under that contract, you have no means of knowing, in the event you sign at a reduced salary, that later you will not be asked to accept a further reduction.

Q. Federal League player writes that he has an "iron-clad" contract for 1916 and has been sold to a major league club which refuses to pay either the salary

called for in the Federal League contract or to give him an "iron-clad" contract. Asks what his rights are.

A. Under an "iron-clad" contract your Federal League owner is liable for the amount of salary which that contract calls for and he may escape this liability only by transferring you to some club which will assume your contract in its entirety. No Organized Ball Club has a right to purchase you and compel you to sign an agreement less favorable to yourself than you had with your Federal League owner.

Q. Six or eight minor league players have written the office since February 1st, stating they have not received copies of their contracts for 1916, and asking if they are not free agents.

A. The National Board at its recent meeting in San Francisco revised the

rule requiring minor league clubs to send out contracts by the first of February and extended that time to the first of March. You are, therefore, not free agents at the present time.

Q. Minor league player writes that he has been fined and suspended from Organized Ball until the fine is paid, by a decision of the National Board. Says that he never had any notification that charges had been brought against him and the decision was rendered without giving him an opportunity of putting in a defense.

A. No matter what offense a man has committed, no tribunal has a right to fine or discipline him without giving him an opportunity to be heard. If you will send all your papers to this office, the matter will be taken up immediately.

Q. Major league player writes that he has been released on an optional agreement to a Class A Club and recalled by the same club the last three years. Desires to know if he can again be released to a Class A Club; also if he is not entitled to a 20 per cent. increase in salary upon signing a major league contract.

A. A major league club cannot send you to a Class A Club at any time without procuring waivers upon you from all Class AA clubs.

There is no rule of Organized Ball which entitles you to a 20 per cent. raise upon being recalled by a big league club. There is a rule which says that, where

a player is so recalled, for a period of forty days, his salary shall not be at an increase of more than 25 per cent., but there is no rule which says the club is compelled to pay that increase or any increase whatsoever.

Q. Major league player writes that he has an "iron-clad" contract for the season 1916; that he has just received a notice that he has been transferred to a minor league and also a contract from the minor league club calling for a far smaller salary. Asks for advice.

A. The major league club has no right to transfer you to a minor league club unless it intends to guarantee your salary under its contract. You should write the club informing it of the salary offered by the minor league club, and ask it to whom you are to look for the difference in salary.

Q. Player writes that he has been in the major leagues a portion of ten different years and has been transferred to a minor league without his consent. He desires assistance of the Fraternity in being declared a free agent.

A. As you were expelled from the Organization for non-payment of dues, you are not entitled to any assistance from it. While the writer, personally, would be glad to be of any help he could to you, it is not fair to the players who are maintaining the Organization to render assistance to those who are not doing their share.

## Claims—Results

Giebel v. Kansas City, allowed and collected.  
Williams v. Rochester, collected.  
Reynolds v. Harrisburg, allowed and collected in part.

On File.

Kraft v. Brooklyn, with Club.  
Schmutz v. Brooklyn, with Commission.  
Chabek v. Harrisburg, with Board.  
Gooch v. Cleveland, with Commission.  
Aitchison v. Brooklyn, with Club.  
Enzmann v. Brooklyn, with Club.  
Johnston v. Brooklyn, with Club.  
Bates v. Portland, with Board.  
In re Wm. Cristall, with Board.

Number of players receiving advice from the Fraternity since October 1st, 1915—220.

All players are urged to get copies of contracts signed for 1916.

If free agents who have the credentials to show that they can make good in AA or A classifications will apply to this office the Fraternity may be able to place them.

When players apply to the Fraternity for advice they should send all papers involved or copies thereof; as intelligent opinions cannot be rendered unless the facts are accurately and fully given.

Players in their business dealings should keep copies of all letters written by them, and all original letters received.