

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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THE SUSPENSION CLAUSE

THE suspension clause against which the fraternity has petitioned the National Commission and National Board permits the owners to suspend without pay players who have been injured on the field after two weeks of disability. It prevents the player from seeking a position elsewhere or engaging in any other occupation except at the peril of violating his contract and compels him to hold himself at the disposal of the club, although he does not receive one cent of salary. It does not take any great amount of thought to realize the unfairness of such a clause.

The history of this clause is a rather peculiar one. A few years ago it existed in the contracts of many of the minor leagues. In 1912 four players who lost

part of their salary on account of this clause applied to the National Board for relief. The Board found against them and upheld the clause. Appeals were then taken to the Commission which reversed the Board in all four cases and declared the clause contrary to the fundamental principles upon which the National agreement was founded. In the case of Whitecraft against Wilkes-Barre, the Commission used the following language:

"The clause in this player's contract under which the Wilkes-Barre club settled with him, conflicts with provisions of the National Agreement, and is, therefore, null and void.

"The obligations of a club to a player for salary can be terminated only by release or suspension for failure through dissipation, disloyalty or indifference to live up to the terms of his contract."

This language which was subscribed to by Mr. Johnson, President of the American League, leaves no doubt in anyone's mind as to the attitude of the Commission on this point. It was, therefore, with amazement that we saw the clause appear in some of the American League contracts for the season of 1916. As the National agreement says that all major League contracts must be approved by the National Commission, it could mean one of only two things—either the National Commission had reversed itself, or someone in the American League used the contract without the sanction of the Commission.

As far as the minor Leagues are concerned we believe that this clause was eliminated from all of their 1916 contracts, and, acting under this assumption, we withdrew that portion of this request which applied to them. We are glad to make this public acknowledgment that our first request except as to the American League was very probably unnecessary.

The request has received a good deal of publicity and an attempt has been made to cloud the issue by injecting into it something entirely foreign. The request as presented reads as follows:

"That clauses in baseball contracts empowering clubs to suspend without pay, after certain periods of disability, players who are injured in service, be eliminated and that such players be entitled to full pay as long as they are held under contract."

A dispatch emanating from Chicago and published in the *New York Times*, November 1st, if correct, shows that the issue is not being squarely met.

JOHNSON DISPUTES FULTZ

DENIES PLAYERS ARE NOT PAID WHEN INCAPACITATED IN GAME

CHICAGO, Oct. 31.—B. B. Johnson, President of the American League, today disputed the charge by David L. Fultz, President of the Baseball Players' Fraternity, that ball players in the American League were not paid while incapacitated through injuries received while playing. The charge was made by Mr. Fultz recently in his demands for new conditions made on the National Commission. Johnson today telegraphed Fultz to produce the contracts or retract the charges.

It will at once be seen that this does not deal with the point we raised. Mr.

Johnson, if correctly quoted, attempts to make it appear that our charge was that individual players had already been used in this way and demands to know their identity. Our charge was not that players had been so suspended, but that there was a clause in some of the contracts *permitting* it. This clause reads as follows:

"4. Should the player be disabled, or his ability to perform his duties be impaired at any time during the term herein prescribed, the club may deduct from the amount then due, or to become due under this contract, such proportion thereof as the period of said disability or impairment may bear to the term herein prescribed, and may at its option terminate this contract; but no such deduction or termination of the contract shall be made by reason of any accident or injury received by the player while in performance of his regular duties under the direction of the club, unless such injury or accident shall wholly or partly incapacitate the player for a period of fifteen (15) days, in which event such deduction may be made for the period of disability or impairment in excess of fifteen (15) days, and this contract may be terminated at the option of the club; provided, however, that the player shall be given written notice thereof by the club."

The words, "in which event such deduction may be made for the period of disability or impairment in excess of fifteen (15) days" are new and are the ones in which the vice is contained.

These are the days of preparedness, and it is the Fraternity's duty, in so far as it is able, to prevent as well as rectify injustices to the players.

A clipping from a Cleveland paper of November 1st, if correct, gives further proof of how the issue is being avoided.

JOHNSON DEMANDS PROOFS,
OR THAT FULTZ BE FIRED

AMERICAN LEAGUE HEAD USES "SHORT AND UGLY" WORD WHEN PRESIDENT OF PLAYERS' FRATERNITY STATES INJURED PLAYERS WERE NOT PAID SALARIES BY TWO CLUBS.

By L. E. Sanborn.

CHICAGO, Oct. 31.—Unless President Fultz of the players' fraternity can produce proof that an American League ball player, injured in the service of his club, has failed to receive his salary in full under his contract, he is going to be branded by the American League as several kinds of undesirable things, including the "short and ugly" species made famous by T. R., and the fraternity will be asked to elect another president if it expects to continue diplomatic relations with the premier organization of the diamond.

In the promulgation of his latest demands on organized baseball in behalf of the players'

union, Fultz took a pot shot at the American League with the insinuation it had not always paid the salaries of players who were injured.

President Johnson, of that league, has since been busily engaged trying to ascertain what ball players, if any, ever were deprived of any portion of their salaries when injured on the diamond. He had no success, as the New York lawyer has dodged the issue. Today President Johnson issued the following statement:

"Never in the history of the American League has a player, who was injured in the service of his club, failed to receive his salary in full. Even when we were a minor league, before expanding our circuit, that was one of the cardinal principles of our organization, and we then were the only minor league to observe it.

"When Fultz's requests were first presented to the national commission, I immediately demanded, through Chairman Herrmann, to know what American League players had ever been deprived of their rights in this way. He replied by wire that he referred to a Washington and a New York contract. Then I demanded the names of the players and more specific information. Fultz replied to Herrmann that he could not give the names of the players without their consent. Now I have asked Herrmann to inform Fultz that unless he comes through with the proofs, I shall publicly brand him as a liar and falsifier and more-over demand that the players' fraternity choose a square leader for president if friendly relations with the fraternity are to be continued.

A REPLY

THE writer is a "falsifier," a "liar," does not deal squarely, and must be "fired" from the presidency of the Fraternity, otherwise he is perfectly acceptable to Mr. Johnson. Good night! That is certainly going some! If Ban were a ball player and the jumps happened along with a bum decision, Johnny Evcs would look like a rosy-checked, tongue-tied schoolboy. But seriously speaking, if Mr. Johnson would take another leaf out of the record of that same "T. R." and would hark back to an election held not many weeks ago, he would find that the great American people do not support the interests of the man who by cheap invectives tries to get the better of the other fellow. We might also add that Mr. J. is not a maker of presidents, at least, not of those of the Fraternity.

The Philadelphia *Inquirer*, evidently realizing the justice of our request, asks the following question: "Dave Fultz, head of the baseball Fraternity, demands pay for players when they are disabled. Aren't such cases covered in this state by the workman's compensation act?"

The question is a perfectly natural one. However, the act in most states covers only certain specified occupations, and is not broad enough to take in the baseball business. But

it should be noted how utterly opposed to the principle underlying this act is the clause in controversy. The act says that the employer shall not even discharge an injured employee without recompensing him for his injury, but this clause says he may not only have the right to discharge the employee after two weeks of disability, but he may, if he sees fit, hold him without pay and prevent his going anywhere else.

The Commission has always opposed such clause, and Mr. Herrmann has assured us that no contract containing it is filed with the Commission or in the American League office, and has asked us to produce a copy. As all information lodged with the Fraternity office is confidential, this could not be done without the consent of the players. As we were unable to get into communication with the particular players for some time, we were compelled to temporarily withhold the information. However, one of our Advisory Board, John Henry, who has a contract of this kind, informs us that he hasn't the slightest objection to our using his, and so by the time this reaches the public, the necessary information will be in the hands of the Commission.

We say, unhesitatingly, that there is not now even a lurking suspicion in our mind that Mr. Herrmann or Mr. Tener knew anything of the clause, and to heap coals of fire on Mr. Johnson's head, we doubt that he did either. Here is *one occurrence*, at least, in his league which he didn't know about; looks as though he is beginning to "slip."

But *someone* in that league knew about it and was evidently "trying it on." For his benefit we will say that the effect of this clause upon a thousand players to whose attention it was brought last season, was electric, and they will bitterly oppose any attempt to embody it in the contracts.

We appreciate fully the fact that as long as the present Commission is in existence, the players will be protected from any such attempt, but lest anyone at any time in the future should be uncertain regarding the attitude of the players, we wish to respectfully put ourselves on record.

THE KANE CASE

New York Sun, November 11th
WESTERN LEAGUE SUED

"The Western League was gasping hard for breath during the latter part of last season and was forced to switch about a few franchises late in their campaign, but its troubles are not yet over. Jimmy Kane, a first baseman hailing from Scranton, Pa., has brought suit against the league for \$20,000. Jim wants that much from the league for conspiracy. He says a rule adopted by the league conspired to keep him out of the hot sun all summer.

Kane started the season as first baseman for Sioux City, but was released by that club.

When he tried to sign with Wichita, which club needed a first baseman, he discovered there was a rule among the Western League club owners which prevented, for a period of sixty days, one club signing a player released by a rival club.

Kane's attorneys, among whom are Dave Fultz, president of the Players Fraternity, have informed him that he has splendid grounds for action in the United States courts under the laws against conspiracy. He will allege he was prevented from playing ball all summer by a combination of Western League club owners denying him employment."

The New York Sun's informant is in error. The Kane case has never been submitted to the Fraternity and it has given no advice whatsoever in the premises.

This case was first taken to the National Board which rendered a decision adverse to the player. There was unquestionably merit in Kane's contention, and the National Commission on appeal reversed the Board's decision and gave him a money award.

Why Kane is now going to court, we have no idea, unless the club has refused to pay the award. It is most assuredly not upon any advice given by this office, as our advice has always been to abide by the Commission's decisions. If the club refused to pay the award, Kane had only to notify the Commission, and the matter would have been taken care of. This would have been our advice to him, and the statement that we have advised to the contrary, puts us in an unfair light.

The Fraternity's Second Turndown from the National Association

New York Morning Sun, November 16, 1916
BASEBALL PLAYERS'

DEMANDS TABLED MINOR LEAGUE CONVENTION OPENS WAY FOR BATTLE BY FULTZ'S FRATERNITY

NEW ORLEANS, Nov. 15.—The National Association of Professional Baseball Leagues assembled here for its annual meeting today and threw down the gauntlet to David Fultz, president of the Players' Fraternity, when it rejected the four requests made by the fraternity upon the minor leagues.

These demands were made by the fraternity for the purpose of raising the status of the minor league players. Fultz asked in part the elimination of contracts permitting the suspension of injured players; permission to players to sign new contracts immediately after they have been notified of their unconditional release; allowance to minor league players of travelling expenses from their homes to their club's city or its training camp, and changes in the procedure of the national board in players' claims cases so as to give the fraternity notice of the club's defence, also an opportunity to reply.

Secretary John Farrell, who is the sturdiest opponent of the fraternity in the National Association and always has refused to have any dealings with Fultz, argued against granting any of the requests. There was no argument in favor of them, and by unanimous vote it was decided to table all four requests."

The above quoted article is the only information we have regarding the fate of the Fraternity petition to the National Board. But as sufficient time has elapsed since our application was acted upon, and as we received neither an acknowledgment of the receipt of our petition of 1915, nor a notice of what, if any, action was taken upon it, we believe that we are justified in assuming that we have again been rebuffed by the Board.

One strong proof of the fairness of our requests lies in the fact that the things we have asked have already been granted Major League players by the Commission, some of them at the request of the Fraternity and others, because of their obvious fairness, years ago.

Our petition recently tabled consisted of four requests.

Request One was to the effect that clauses in contracts permitting clubs to suspend, without pay, players injured on the field, should be eliminated.

This request was withdrawn by us in so far as it applied to the Minor Leagues, because we believed the clause had already been eliminated from contracts.

Request Two was that Rule 34 of the National Board, enacted a year ago at the San Francisco meeting, which is in direct violation of paragraph "First" of the Board's Agreement with the Fraternity, be repealed.

A facsimile of the signatures to the Agreement and a part of the violated clause read as follows:

"When a Major League player receives a ten days' notice of unconditional release, or when a Class AA or Class A player receives a five days' notice of unconditional release, he shall be free to sign with any team immediately, the contract to run from the expiration of his notice of release."

THE NATIONAL COMMISSION,
(Duly authorized agent of the
National and American Leagues).
By... *J. B. ...* Chairman.
THE NATIONAL ASSOCIATION,
By... *M. H. ...* President.
THE BASE BALL PLAYERS' FRATERNITY,
By... *David P. Fultz* President.

We desired to have this regulation passed, because prior to the Fraternity Agreement, players in certain leagues who received these release notices, were prohibited from making any disposition of their future services, until the release period had actually expired. This often resulted in players having to lie idle for a number of days, when, if they had been unhampered during the release period they could have had positions awaiting them at its expiration.

The recent enactment of which we complained, reads in part as follows:

"The unconditional release of any player in Class AA or Class A may be recalled at any time within the five days after notice has been given."

The contradictory nature of the two clauses is at once apparent, and the recent action of the Board can be construed in no other light than that these gentlemen are not only willing to violate their written agreement, but that they are perfectly willing to go on record before the public as having done so, and intending to continue to do so.

Request Three was that Minor League Players should receive the travelling expenses when reporting to the clubs in the spring. This request we have made for the reason that a player has no voice in saying where he shall play. He may be sent to any portion of the country to which the magnates desire to send him, in spite of the fact that but for the rules of Organized Ball, he might secure a position at or near his home. Players are frequently sent from the Eastern States to the Pacific Coast and vice-versa, and are on occasions compelled to pay their own travelling expenses. Furthermore, they have sometimes had to take these long journeys, and have been released before the season began, and before they had earned one cent to remunerate them for their time and the expense to which they had been put.

Can there be any doubt in the minds of anyone that the person who has the right to say where a player shall play, thereby determining what his travelling expense shall be, is the person who should pay this expense?

We have made three applications to the National Board for this same relief, but in every case have been refused. On behalf of the Major Leagues, however, the National Commission in 1914 conceded this point by the Fraternity Agreement, and has enforced it scrupulously ever since.

Referring to this point, Mr. Herrmann, in a letter to the writer, dated March 16th, 1915, said:

"It is my judgment that in so far as Class AA and A Clubs are concerned, the travelling expenses of their players should be paid in full regardless of where they may reside, that is to say, at least one way, the same as is now being

done by major league clubs, because, as I have already stated, it is my understanding this had been almost the universal practice right along.

"The illustrations which you point out in your letter do work hardships on players under the conditions named and should not be permitted. Mr. Johnson in the past has declared in positive language against a practice of this kind, and I am quite sure when President Tener receives this correspondence, and particularly in so far as it relates to Player —, he will be of the same opinion."

It is frequently argued that the Minor Leagues cannot afford this concession; but we would like to ask how much less able is the Minor League player to pay this expense? If it is fair that the Big Leaguer should receive this concession, for far greater reason is it fair that the Minor Leaguer whose average salary is probably one-fourth or one-fifth as much, should receive it. At any rate why should a player be asked to pay an expense which he has no voice in making? If this expense were defrayed by the person who created it, there is little doubt that it would be much less, as players would be kept nearer their own homes, and not transferred indiscriminately to remote distances as at present.

Request Four was that the Fraternity should be served with copies of the defense interposed by the clubs to the players' claims; that it be given an opportunity of answering such defenses; that the Fraternity be served with copies of decisions; that players' exhibits presented by the Fraternity should be returned if requested, and that the Board should enforce its awards against the clubs. There is hardly anything in this request which needs explanation. The Board is supposed to be a neutral body sitting in a judicial capacity, and yet the player, one of the litigants before this body, is not permitted to know what evidence the other litigant introduces, although this litigant has free access to the evidence he introduces; nor is the player notified of the decision except through bulletins published in certain sporting periodicals which appear sometimes months after his claim is filed.

This will appear to any fair-minded person to be a most extraordinary procedure, and yet when we have asked for a revision, our application has been tabled by unanimous agreement. Possibly the combined ingenuity of the Board could not devise any means of justifying a refusal, and, therefore, this body takes refuge in silence.

But evasion has never yet won any battles nor convinces anyone of the justice of a position. In this particular case where the equity is so clearly in favor of the players, the lack of consideration shown them by this guardian of their interests, will give the public a pretty good idea of what the boys are "up against" in the minor leagues.

