IS THE BASE-BALL PLAYER A CHATTEL?

I SHOULD like to describe fully the relations which exist between base-ball club and player; but, as this is not possible in a limited article, I will confine myself to a consideration of these relations as they have been induced by the action of the reserve-rule. I will first describe briefly the origin, intent, and effect of the rule; I will then trace more in detail its subsequent development; I will show that there has been a complete departure from its original intent, and in consequence a total change in its effect; that abuse after abuse has been fastened upon it, until, instead of being used to the ends for which it was formed, it has become a mere pretence for the practice of wrong. Incidentally, I will touch upon some of the methods employed by clubs in their dealings with players.

The first reserve agreement was entered into by the club members of the National League September 30, 1879. By that compact each club was conceded the privilege of reserving for the season of 1880 five of its players of the season of 1879, and each of the eight clubs pledged itself not to employ any player so reserved by any of the others. The five men so chosen by each club were thus forced either to sign with the club reserving them at its own terms or withdraw to some club not a member of the League; and, as there were no such clubs then in existence, the reservation was practically without alternative. The club thus appropriated to itself an absolute control over the labor of five of its men, and this number has since been enlarged to eleven, so that now the club controls practically its entire team.

The contracts of the players for 1879 contained no reference to any right of reservation by the clubs, nor was any such in contemplation at the time the contracts were signed: so that it was an ex post facto rule, and therefore a positive wrong in its inception.

In order to justify this extraordinary measure and distract public attention from the real causes making it necessary, the clubs tried to shift the blame to the players. They declared that players were demanding extortionate salaries, and that the rule was needed as a protection against these. They attempted to conceal entirely that the real trouble lay in the extravagant and unbusiness-like methods of certain managers and in the lack of good faith between the clubs themselves. According to them, the player who accepted a proffered increase of salary was a disorganizer and a dangerous character, from whom protection was necessary, while the club official who offered it was but a
poor weak instrument in his hands. Was it really wrong for the player to accept a larger salary when offered? or was not the dangerous factor here the club, which in violation of faith with its associates enticed the player by offering the increase? And was it really against the players or against themselves that the clubs were obliged to combine for protection? The history of base-ball deals between different clubs is full of instances of broken faith, and in most such cases where a player was involved the favorite procedure has been to whitewash the clubs and black-list the player. Yet I do not hesitate to say that I believe base-ball has more to fear from the reckless and improvident methods of some of its managers than from all the faults of all the players.

In the enactment of the reserve-rule the clubs were probably influenced by three considerations: they wished to make the business of base-ball more permanent, they meant to reduce salaries, and they sought to secure a monopoly of the game.

At the close of each season there was always a scramble for players for the following year: the well-balanced and successful team was especially subject to inroads, so that the particularly strong nine of one season was not unlikely to be a particularly weak one the next. The business of base-ball thus lacked stability. There was no assurance to the stockholders of a continuing fixed value to their stock, for the defection of a few important players might render it almost worthless. But with the right of retaining the pick of its players the club was assured of a good team, and the stock held its value.

Again, in this annual competition for players, clubs often paid extravagant salaries to certain very desirable men, and the effect was to enlarge the average scale so that it was assuming undue proportions. But with the privilege of retaining its best men at its own figures, the average salary would be forced down.

The third consideration, which doubtless had some weight, was the desire to create a monopoly. It was just beginning to be seen that base-ball properly managed might be made a lucrative business, though its real fertility was yet scarcely dreamed of. With all the picked players reserved to it and the prestige thus given, it was thought that the League might easily retain the control of the business.

But with the growth of the game in popular favor, and the consequent development of its money-making features, the maintenance of this monopoly became more and more difficult. A rival organization did spring up, and the reserve-rule then lost much of its force, for many of the players were willing to accept the alternative of withdrawing from the League and joining fortunes with the new Associa-
tion. The young aspirant developed such strength that it was found impossible to put it down, and the result threatened was a disastrous war in the competition for players and the favor of the public. With great good judgment and the remarkable instinct for self-preservation which has always characterized it, the League agreed with the American Association on the terms of an armistice. This was in the spring of 1883, and in the fall of the same year this armistice was made permanent in the great offensive and defensive alliance known as "The National Agreement." The parties to this were the four base-ball leagues then in existence. Each pledged itself, among other things, that its club members should respect the reservation of players by the club members of every other party, in the same manner as though they were all of the same league.

The effect of this was that a player reserved was forced to sign with the club reserving him, or quit playing ball altogether. These four leagues included all the clubs in the country, and the alternative of withdrawing to another club was thus practically cut off. As new leagues have sprung up, they have been either frozen out or forced into this agreement for their own protection, and the all-embracing nature of the reserve-rule has been maintained. There is now no escape for the player. If he attempts to elude the operation of the rule, he becomes at once a professional outlaw, and the hand of every club is against him. He may be willing to play elsewhere for less salary, he may be unable to play, or, for other reasons, may retire for a season or more, but if ever he reappears as a professional ball-player it must be at the dispositions of his former club. Like a fugitive-slave law, the reserve-rule denies him a harbor or a livelihood, and carries him back, bound and shackled, to the club from which he attempted to escape. We have, then, the curious result of a contract which on its face is for seven months being binding for life, and when the player's name is once attached thereto his professional liberty is gone forever.

On the other hand, what reciprocal claim has the player? Absolutely none! For services rendered he draws his salary; but for a continuance of that service he has no claim whatever. The twentieth paragraph of the regular League contract declares that the club reserves the right to release the player at any time, "at its option," by ten days' notice, and that its liabilities under the contract shall thereupon cease and determine. That is to say, the club may hold the player as long as it pleases, and may release him at any time, with or without cause, by a simple ten days' notice; while the player is bound for life, and, no matter what his interests or wishes may be, cannot terminate the contract, even by ten years' notice.
The uninitiated in "base-ball law" may say, "If players are foolish enough to sign such contracts they must expect to abide the consequences." But, as a matter of fact, the player has no volition in the case. A provision of the League prescribes a certain form of contract, no other is "legal" according to this "base-ball law," and no club dares offer him any other to sign: that printed form is presented to him with the alternative of signing it or none at all, and under such duress he has nothing to do but submit. At some other time I may write more fully of this contract, the most unique unilateral document extant; but for the present I quote it only to show its connection with the reserve-rule. One of its clauses declares the players' bound "by the Constitution of the National League and the Articles and Covenants of the National Agreement:" among these latter is included the reserve-rule, and in this way it is worked into the contract which the player is forced to sign, and which is thereby given a semblance of legality.

This, then, is the inception, intent, and meaning of the reserve-rule in its simplicity: its complicity I will presently describe. It inaugurated a species of servitude which gave one set of men a life-estate in the labor of another, and withheld from the latter any corresponding claim. No attempt has ever been made to defend it on the grounds of abstract right. Its justification, if any, lay only in its expediency. It was a protective measure which gave stability to the game by preserving the playing strength of the teams, and it acted as a check on the increase of salaries. Its immediate results were clearly beneficial, opposition to it died away, and, notwithstanding the peculiar, not to say servile, position in which it placed the players, they accepted it as for the general good.

But, however satisfactory in its original application, I scarcely believe there will be any one found to justify it in the purposes to which it has been recently applied.

Instead of an institution for good, it has become one for evil; instead of a measure of protection, it has been used as a handle for the manipulation of a traffic in players, a sort of speculation in live stock, by which they are bought, sold, and transferred like so many sheep.

Ideal wrong will always work itself out in practical wrong, and this has been no exception. The rule itself was an inherent wrong, for by it one set of men seized absolute control over the labor of another, and in its development it has gone on from one usurpation to another until it has grown so intolerable as to threaten the present organization of the game. Clubs have seemed to think that players had no rights, and the black list was waiting for the man who dared assert the contrary. Players were cowed into submission, and were afraid even to
resort to the courts for a remedy. But all this time there was a strong undercurrent of discontent, and for the past year it has required all the influence of the conservative element of the profession to hold this in check and maintain a sentiment in favor of peaceful and legal reform.

The first mistake was made at the initial attempt to apply the rule. As was to be expected, the players chafed at first under the unaccustomed yoke. Hines, of Providence, declared that rather than submit to that club’s reservation he would stay idle for a year. The construction was then evolved that even this would not free the player from the reservation,—that, though the term of his contract had expired, and though the reservation was so distasteful that he would prefer the loss of a year’s salary, yet he would still be held by it. That is to say, the life-estate was indefeasible: the brand of the club once upon the man, it might never be removed by any act of his own. A practical illustration of the working of this construction was given in the case of Charlie Foley. During the season of 1883 he contracted a malady which incapacitated him for play. He was laid off without pay, though still held subject to the direction of his club. In the fall he was placed among the players reserved by the club, though he had not been on the club’s pay-roll for months. The following spring he was still unable to play, and the Buffalo Club refused either to sign or release him. He recovered somewhat, and offered his services to the club, but it still refused to sign him. Having been put to great expense in securing treatment, his funds were exhausted, and it became absolutely necessary for him to do something. He had offers from several minor clubs, to whom he would still have been a valuable player, but on asking for his release from Buffalo it was again refused. He was compelled to remain idle all that summer, without funds to pay for medical treatment; and then, to crown all, the Buffalo Club again reserved him in the fall of 1884.

The second abuse was a clear violation of the spirit of the rule, and a direct breach of contract on the part of several clubs. A clause in the old form of contract gave the club the right to release any player at any time, with or without cause, by giving him twenty days’ notice. Of course this was meant to apply to individual cases and total releases. But several clubs, seeing in this a convenient means of escaping the payment of the last month’s salary, gave all their players the twenty days’ notice on September 10, and on October 1 dismissed them, instead of on November 1 as the contracts stipulated. One club did not even go to the trouble of giving the notice, but, in open disregard of its contract obligations, dismissed its players October 1. Two of the men had courage enough to bring suit, and they recovered judgment,
and finally got their full pay; but the others lost the month's wages. But now, the most extraordinary part of all, after formally releasing the men, the same clubs claimed and were conceded the right of preserving them for the following year.

The third step was of a more serious nature; for, though no violation of contract, it was the beginning of the present odious system of buying and selling players. As the pecuniary returns of the game increased, the value of the individual player was enhanced: the strength or weakness of one position made a difference of thousands in receipts, and this set the astute managerial mind at work. Some scheme must be devised by which these gaps might be filled. It finally dawned upon him that this continuing claim upon the player's services was much akin to a right of property. Why, then, might this not be bought and sold, as are other rights of a similar nature?

Having found a purchaser, it would be only necessary to obtain the player's consent and the sale might be made. The result was a series of deals by which players were disposed of in this manner. Since the player's consent was obtained, it may be said that he was in no wise injured; but there were really two serious dangers. The first was that the club would be tempted to force the player's consent in one of the many ways at its disposal,—which, in fact, was frequently the case; and the second was in the part which the reserve-rule played in the transaction. If the buying club received a claim for the remaining term of the player's contract only, the price would be regulated accordingly and the deal perfectly legitimate. But a fictitious value was always given, because the buying club bought not only the player's services for the unexpired term of his contract, but the right to reserve or sell him again. It is not, then, the ordinary assignment of a legal contract-claim for future service which makes the price, but the anticipated operation of the reserve-rule. The rule is, therefore, being used not as a means of retaining the services of a player, but for increasing his value for the purpose of sale. This is a clear perversion of the original intent of the rule. The assertion of any such claim at the time of its adoption would have killed it then and there. The clubs claimed that the right to retain the services of a valuable player was necessary for the conservation of the game, and with that understanding the players tacitly acquiesced in the seizure. They never received any consideration for the concession; and when the Chicago Club sells Kelly for ten thousand dollars it simply makes that sum out of Kelly, for which it has never given him the slightest consideration. Kelly received his salary from Chicago (or such part as was not taken out in fines), and earned every dollar of it several times over, and yet the Chicago Club
takes ten thousand dollars for releasing Kelly from a claim for which it never paid him a dollar, but which it acquired by seizure some years ago.

Abuse number four is another step in the development of this traffic, in that it ignores entirely the player's consent, and the deal is completed without the slightest consultation of his wishes or interests. The selling club first secures the promise of the six clubs not immediately interested to keep hands off the player. The price being then paid by the buying club, the player is notified of his release to that club. By the pledge secured from the other clubs, none of them will employ him, and therefore, no matter how distasteful the change, or how many the reasons for wishing to go elsewhere, he is forced to go to his purchaser or nowhere.

Number five is a further extension of the scope of the reserve-rule, and cuts off entirely the player's only hope of escape. One would naturally suppose that the disbandment of the club with which he was under contract would release the player from all restrictions; and such was indeed the case until within the last year. But with the expected retirement of the St. Louis and Kansas City Clubs a number of first-class players would be thrown upon the market who would command good salaries if left to contract freely for themselves. The avarice of the clubs was equal to the occasion, and the League itself (whatever that may mean) reserved these men and peddled them out at so much per head. Without any regard to the fact that family ties and other considerations bound them to particular localities, the players were disposed of at the will of the League here, there, or anywhere it saw fit, and through the same organized conspiracy were obliged to go as assigned or quit playing ball altogether. The player read in his morning paper that he had been sold to such a club, and in a short time, though the question of terms had not yet been mentioned, he received a notification to report on a certain date. This was all he knew, or had to say about the matter. The price demanded by the League for several of these players was more than any club was willing to pay. For instance, in the case of McQuery the amount asked was one thousand dollars, afterwards reduced to seven hundred and fifty dollars. No club being found willing to pay so much, he was held until the 19th of April before being allowed to sign with any club. Though a good player, he was kept out of an engagement, received no salary, lost his opportunities for signing with some League or Association club, and finally was very fortunate to contract with a club of the International League.

The crowning outrage of all came in the shape of a resolution
adopted by the American Association at its Cleveland meeting last spring. Though not a League measure, I mention it as showing the spirit of the clubs and the possibilities of the reserve-rule. Not satisfied with the passive conspiracy not to hire a reserved player if he refused to sign with the reserving club, the Association actually declared its intention of black-listing him. For the mere refusal to sign upon the terms offered by the club, the player was to be debarred entirely, and his name placed among those disqualified because of dissipation and dishonesty! Has any body of sane men ever before publicly committed itself to so outrageous a proposition? Fortunately for the dignity of the Association and the interests of the game, no attempt has ever been made to enforce this penalty: if it had, it is just possible that the great reserve-rule might now exist only in the game's history and in the records of the courts.

The last step, which may scarcely be called a development,—being rather a natural consequence of the system,—is the practice of "loaning" players. A man is loaned by one club to another on condition that the latter pays his salary and returns him on demand, much the same as a horse is put out to work for his feed.

These are, in part, the relations which exist between base-ball players and the associations by which they are employed. Is there a base-ball official who will claim them to be governed by any semblance of equity? Is it surprising that players begin to protest, and think it necessary to combine for mutual protection?

Encouraged by the apparent inactivity of the players, the clubs have gone on from one usurpation to another until in the eye of the base-ball "magnate" the player has become a mere chattel. He goes where he is sent, takes what is given him, and thanks the Lord for life. The demand exceeding the supply, the growth and cultivation of young players has become an important branch of the business. They are signed in large numbers, and, if they turn out well, are disposed of as a valuable commodity to the highest bidder. If they fail, they are simply released, and the cultivator has been at little expense. Indeed, the whole thing is becoming systematized, and is carried on with the utmost openness; so that it is not unusual to find a news paragraph announcing that such and such players are for sale.

In order to learn the sentiment of some League officials on this point, I approached Mr. John I. Rogers, of the Philadelphia Club. Mr. Rogers is a gentleman of superior intelligence and legal ability, and I was therefore not surprised to find him a rather weak supporter of the system. He freely admitted the injustice of selling a player without the latter's consent, and did not think the League had any right to
reserve and sell the players of a disbanding club. He did claim, however, that a club had a right, with the player's consent, to sell its claim upon his future services, for in so doing he declared that the club was simply "compounding the value of those future services."

I have pondered a great deal over our short talk, and I think I know what Mr. Rogers meant by that specious phrase. He meant that a club which has a legal claim by contract upon the future service of a player may accept a cash consideration for the release of that claim at any time before the expiration of the term of contract; and in that I agree with him perfectly. I am sure he did not mean that a club may sell its claim on the future service of a player when that claim rests not on a legal contract, but simply on the reserve-rule. For such a purpose that rule never gave a claim. It invested the club with a questionable right of reservation for one purpose only,—namely, to retain the services of the player; not at all to sell him. The true consideration in such a sale is not the release of the claim, but the future service of the player. It proceeds, therefore, not from the selling club, but from the player; yet the former takes the cash. Every dollar received by the club in such a transaction is taken from the pocket of the player; for if the buying club could afford to pay that sum as a bonus, it could just as well have paid it to the player in the form of increased salary. The whole thing is a conspiracy, pure and simple, on the part of the clubs, by which they are making money rightfully belonging to the players. Even were we to admit, for the sake of argument, that the reserve-rule does give a right to sell, we naturally ask, What consideration did the club ever advance to the player for this right? What did the Chicago Club ever give Kelly in return for the right to control his future services? Absolutely nothing; and yet that club sells that right, so cheaply acquired, for ten thousand dollars! But, I repeat, it never gave such a right, and any such claim by one set of men of a right of property in another is as unnatural to-day as it was a quarter of a century ago. The rule is a special statute of "base-ball law," made for a special purpose: it is of doubtful right when confined to that purpose, and it is of certain and unqualified wrong when applied to any other.

In the case of a sale with the player's consent at a time when he is under contract, the case is complicated. The club may properly sell its contract-claim, but in every such case the same wrongful element will be found to enter. The buying club pays a much larger price than the contract-claim is worth, because it expects to acquire also the right to reserve or sell. The case, analyzed, is this: the amount actually paid for the contract-claim is rightfully given, while every dollar in excess is
taken from the player through the wrongful operation of the reserve-
rule.

The remedy for these abuses may be difficult to find; the system
has become so rooted that heroic treatment may be necessary to remove
it; but go it must, like every other, founded upon so great injustice and
misuse of power. The only question is, Whence shall the remedy pro-
ceed? Shall it come from the clubs, or from the players, or from both
conjointly? The interests of the national game are too great to be longer
trifled with in such a manner, and if the clubs cannot find a way out
of these difficulties the players will try to do it for them. The tangled
web of legislation which now hampers the game must be cut away,
and the business of base-ball made to rest on the ordinary business
basis. There will be little need, then, of extra-judicial rules to regulate
salaries, for these will regulate themselves, like those of the dramatic
and other professions, by the law of supply and demand; "base-ball
law," that wonderful creation which no one individual seems ever yet to
have mastered, will be laid away as a curious relic among the archives
of the game, and the time-honored and time-proven common law
will once more regulate base-ball affairs; "deals" will be confined to
legal limits; "phenomenons", and "wonders" will no longer receive
advertising salaries, for the careful business manager will keep within
justified figures; contracts may be made for periods of more than one
season, the leagues will be composed of cities of nearly equal drawing
strength, and the percentage system will be re-enacted, thus reducing to
a minimum the temptation to compete for players; the players will
catch the spirit of the new order; base-ball, to them, will be more of a
business and less of a pastime; contract-breaking will be impossible,
and dissipation will disappear; the profession of ball-playing will be
looked upon as a perfectly honorable calling, and the national game be
more than ever the greatest of out-door sports. All of these changes
may never come; many of them certainly will. But it will be when
the game is governed by the law of the land, when its financial con-
duct is placed in the hands of thorough business-men, when the
"greats" and the "onlys," the "rustlers" and the "hustlers," have gone
"down the back entry of time."

John Montgomery Ward.