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NAPOLEON LAJOIE, BREACH OF CONTRACT AND THE GREAT BASEBALL WAR

C. Paul Rogers III*

To say Joe McKnight is the SMU law school is not much of an overstatement. Forty-six years at an institution leads to such characterizations. Joe joined the SMU law faculty in 1955, when I was seven years old, and he has been here ever since, contributing mightily to the legal education of most living SMU law graduates. I personally have had the good fortune to be Joe’s colleague and friend for the last 21 years but I have to say that I have always been in awe of Joe because of his accomplishments and stature in both the academic and practicing legal communities. This was particularly so when I was named the law school’s dean and was thus to administer to a faculty which included the likes of Joe McKnight, Alan Bromberg and Bill Dorsaneo. Joe, after all, was a legend in legal history circles and had played a major role in the reform of the family code in Texas. But I should not have worried for Joe was nothing but supportive and helpful during my tenure as dean.

Still I find it somewhat daunting to contribute to this Festschrift in Joe’s honor, particularly as I am at best a frustrated legal historian1 and hesitate to invade that field here. But I have determined to write on a subject that Joe might enjoy reading and that I would enjoy investigating, so here goes.

I. LAJOIE AND THE BIDDING WAR

Napoleon Lajoie, largely unknown to the non-baseball historian, was arguably the first superstar of the Twentieth Century. He hit an incredible .422 for the Philadelphia Athletics in 1901, four full years before Ty

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2. I do not think Joe has any real interest in baseball but I am hoping the legal history aspect of this essay will attract him. Indeed, I am not sure that Joe has an interest in any sport. It is my understanding that to qualify for a Rhodes Scholarship one has to display a proficiency in some athletic endeavor, in addition to the requirements of academic excellence and rigor. Joe, of course, was a Rhodes Scholar. Yet, after much questioning over the years, I have never succeeded in getting Joe to tell me what his sport was.
Cobb broke in with the Detroit Tigers as a brash 19-year-old rookie. At 25, Lajoie was in the prime of his career in 1901 and was in his sixth big league season. He was so valuable a player that he became the centerpiece of a baseball war in 1901 between the established National League and the fledgling American League.

The American League was the brainchild of Ban Johnson, who had taken over as president of the minor league Western League in 1893 and transformed it into a highly successful operation. As early as 1896, Johnson laid plans to challenge the National League's monopoly as a major league. When the National League retrenched from 12 teams to 8 following the 1899 season, Johnson seized the chance. Coupled with owners such as Charles Comiskey and Connie Mack, he renamed the Western League the American League and in early 1901 declared it to be a major league. The fledgling league directly challenged the National League by placing franchises in some of the same cities such as Boston, Chicago and Philadelphia.

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3. Honus Wagner and Cy Young also have strong credentials to the claim of the first superstar of the 20th Century. Wagner hit .381 in 1900, his fourth major league season, and Young had already recorded three 30 win seasons and six 20 win seasons by 1900. Young won 33 while losing 10 in 1901. Other early century superstars such as Tris Speaker, Walter Johnson, Grover Cleveland Alexander, Shoeless Joe Jackson and Cobb were all at least several years from their debuts. Christy Mathewson's first full season was 1901 but his breakthrough year was 1903 when he won 29 games while losing 12. See J.M. Murphy, *Napoleon Lajoie: Modern Baseball's First Superstar*, in *The National Pastime: A Review of Baseball History* (Society for American Baseball Research, Spring 1988) 75-76. For some strange reason, Lajoie today is much less known than his superstar contemporaries, even though he played 21 years with a .339 lifetime batting average. He was so dominant a player with Cleveland that when the team held a contest in March 1903 to rename the team (they had been known as the Bronchos) fans voted to call the team the Naps. See FRANKLIN LEWIS, *THE CLEVELAND INDIANS* 43-44 (1949). Lajoie had been with the club for less than one year at that point.

4. The American League recently celebrated its 100th birthday and its founding was commemorated by a historic marker placed in downtown Milwaukee at the sight of the first owners meeting by the Society of American Baseball Research, the Milwaukee Journal Sentinel and the Milwaukee County Historical Society. That clandestine meeting was held on March 5, 1900, at the Republican House and included Connie Mack, Ban Johnson, Charles Comiskey, Henry Killilea and Matt Killilea. See, e.g., Bob Buege, *The Birth of the American League*, in *BASEBALL IN THE BADGER STATE* 6 (Society for American Baseball Research 2001).


7. Thus, there is precedent for the present-day attempt of Major League baseball to contract by eliminating two established franchises.

8. Johnson proved himself to be a very astute businessman. For example, he declined an invitation to join forces with an effort to rebirth the American Association, an attempt which failed, preferring instead his own challenge to National League supremacy which succeeded. See PIETRUSZA, supra note 6, at 148.

9. The National League is today often referred to as the "senior circuit" and the American League the "junior circuit" in deference to their relative ages.
To compete at the highest level, the new league "raided" the National League for its players, attempting to sign the top stars. The added competition was more than welcome to the players. They had long felt severely underpaid, due in large part to the infamous reserve clause in their player contracts. This clause bound the players to their team for as long as the team chose but allowed the team to release a player from any contract obligations on the giving of 10 days notice.\(^\text{10}\) By 1882, the reserve clause had become part of the so-called "National Agreement" in which the National League, the American Association, and various minor leagues all agreed to enforce the reserve restriction, with harsh penalties imposed on any player or team who violated it.\(^\text{11}\) The refusal of Ban Johnson to sign the National Agreement prior to the 1901 season was a declaration of war and the new circuit aggressively and successfully began to sign National League players. In fact, of the 182 players appearing in American League games in 1901, 111 were from the National League.\(^\text{12}\) Notable players such as Lajoie, Cy Young, John McGraw, Jimmy Collins, Clark Griffith, "Iron Man" Joe McGinnity, Harry Howell, Roger Bresnahan, Sam Mertes, Lou Criger, Chick Stahl, Buck Freeman, Turkey Mike Donlin, Wilbert Robinson and Fielder Jones jumped to the new league.\(^\text{13}\)

Lajoie’s signing was national news and remained so for some time. In 1900, he had just completed his fourth full season with the National League’s Philadelphia Phillies and was a reigning star, with batting averages of .363, .328, .380 and .346. In spite of those accomplishments, he was earning only $2,400, the league maximum salary, plus $200 under the table money paid by Phillies owner Colonel John I. Rogers.\(^\text{14}\) Lajoie was

\(^{10}\) The reserve clause originated in the National League in 1879 when the club owners, allegedly concerned with increasing player salaries, agreed to reserve five players to each team, meaning no other league team could negotiate with the designated players. The number was expanded to 11 in 1883 by the National League and its rival American Association. Clubs then carried only 14 players on their rosters. See Roger I. Abrams, Legal Bases: Baseball and the Law 15-17 (1998); Harold Seymour, Baseball: The Early Years 104-15 (1960); Robert Smith, Baseball in America 48, 81 (1962). Cf. Albert Spalding, America’s National Game (1911).

\(^{11}\) See Lowenfish, supra note 6, at 30. The abuse of players by the 19th Century owners is well chronicled in Seymour, supra note 10, 104-23; Robert F. Burk, Never Just a Game: Players, Owners, and American Baseball to 1920 (1994); Smith, supra note 10, 49-85; and David Voight, American Baseball: From Gentleman's Sport to the Commissioner System (1966). See also Thomas M. Boswell & Richard B. McKeown, Baseball—From Trial by Law to Trial by Auction, 4 J. Contemp. L. 171, 173-74 (1978).

\(^{12}\) See Daniel Okrent & Harris Lewine, The Ultimate Baseball Book 50 (1981) and Lee Allen, 100 Years of Baseball 148 (1950). Even the 1902 Spalding’s Guide, published by National League mogul Albert Spalding, admitted that 74 National League players had jumped to the American League. See Spalding’s Baseball Guide (1902). Only the Pittsburgh club of the National League was exempt from the raiding because Ban Johnson hoped to convince Pirates’ owner Barney Dreyfuss to move his entire team to the new league. See Pietrusza, supra note 6, at 163.

\(^{13}\) Lajoie, Young, McGraw, Collins, Griffith, McGinnity, Robinson and Bresnahan were all inducted into Baseball’s Hall of Fame after their playing careers, although McGraw and Robinson were better known for their later managerial careers.

\(^{14}\) In addition to the reserve clause, the salary cap was another vehicle utilized by the National League owners “to control costs.” See Pietrusza, supra note 6, at 161. Sub rosa
particularly unhappy that Rogers had paid Phillies’ star outfielder Ed Delahanty $600 over the league maximum and, therefore, refused to sign for 1901 until Rogers coffered up another $400 for the previous season. About that time, Connie Mack—newly installed owner of the American League’s Philadelphia Athletics—came calling with an offer for four years at amounts reported to be between $16,000 and $24,000. Lajoie signed with the Athletics on February 14 and began the 1901 season as the second baseman for Connie Mack.

II. LEGAL WRANGLES

Rogers was not content to just count his losses. In the spring, he sought an injunction in Philadelphia to keep Lajoie and pitchers William Bernhard and Chick Fraser from violating the reserve clause and playing for the Athletics, thus beginning a lengthy legal battle noted for its twists and turns. The Court of Common Pleas denied injunctive relief in an opinion issued May 17, 1901, thus allowing Lajoie and his two accomplices to continue playing for the Athletics.

violations of the cap to the better players, however, were apparently common. See David M. Jordan, The Athletics of Philadelphia: Connie Mack’s White Elephants 1901-1954, 16 (1999).

15. Delahanty, one of five brothers to play in the major leagues, was one of the game’s great stars in the 1890’s. He had hit over .400 three times by 1901, and was entering his 14th big league season. For a thorough account of his mysterious death over Niagara Falls in 1903, see Mike Sowell, July 2, 1903: The Mysterious Death of Hall-of-Famer Big Ed Delahanty (1992).

16. Lajoie and Delahanty apparently had agreed that neither would sign unless the Phillies gave them more than the $2,400 ceiling. See Frederick G. Lieb & Stan Baumgartner, The Philadelphia Phillies 60 (1953). The two were road roommates and Lajoie had seen Rogers’ checks to Delahanty, thereby learning that Delahanty was being paid more. See Bob Broeg, Super Stars of Baseball: Their Lives, Their Loves, Their Laughs, Their Laments 157 (1971) and The Sporting News, Nov. 4, 1953 at 14. The flap about compensation above the salary cap had been brewing since before the 1900 season. According to the Chicago Tribune, both Delahanty and Lajoie had refused to play in an exhibition game against Montreal on April 16; Delahanty because he wanted a guarantee of the $600 even if displaced as captain during the year and Lajoie because he wanted a $3,000 salary for the year. Chicago Tribune, Apr. 17, 1900, at I.

17. According to an interview given by Lajoie late in his life, Rogers essentially matched the Athletics offer but still refused to ante up the $400 from 1900 that Lajoie believed he had coming. So, according to Lajoie, he became an American Leaguer because of $400. See The Sporting News, Nov. 4, 1953 at 14. Lajoie’s biographer doubts the accuracy of this account since apparently Lajoie had already signed with the Athletics when Rogers made his offer. Murphy, supra note 3, at 20.

18. Bernhard and Fraser were both fine big league pitchers. “Strawberry Bill” Bernhard had won 15 and lost 10 for the Phillies in 1900, and was just beginning a nine year career in which he would win 116 games while losing 82. Fraser was in the fourth year of his 14 year career and had won 21 and 15 games respectively for the Phillies the previous two years. See The Baseball Encyclopedia 1725, 1845 (1st ed. 1969).

IZED THE PLAYERS’ CONTRACTS WITH THE PHILLIES AS LACKING IN MUTUALITY SINCE THEY PROVIDED FOR TERMINATION BY THE CLUB UPON ONLY 10 DAYS NOTICE WHILE THE PLAYER HAD NO SUCH RIGHT OF TERMINATION. IN FACT, DUE TO THE RESERVE CLAUSE, THE PLAYER WAS BOUND TO THE TEAM AS LONG AS THE TEAM DESIRED THE PLAYER’S SERVICES.\textsuperscript{20} THE COURT REFUSED TO ISSUE AN INJUNCTION, REFERRING TO THE THEN WELL-ESTABLISHED PROPOSITION THAT WHERE A CONTRACT IS LACKING IN MUTUALITY, “A COURT OF EQUITY WILL LEAVE THE PARTIES TO THEIR REMEDIES AT LAW.”\textsuperscript{21}

AS A RESULT, LAJOIE, BERNHARD AND FRASER PLAYED THE 1901 SEASON FOR THE ATHLETICS WHILE COLONEL ROGERS APPEALED THE TRIAL COURT DECISION TO THE PENNSYLVANIA SUPREME COURT. THE ATHLETICS FINISHED FOURTH IN THE EIGHT TEAM AMERICAN LEAGUE AND FRASER WAS THEIR TOP PITCHER WITH A 22-16 WIN-LOSS RECORD. BERNHARD CONTRIBUTED AS WELL WITH A 17-10 RECORD BUT IT WAS LAJOIE WHO HAD A SEASON FOR THE AGES. HE WON THE TRIPLE CROWN,\textsuperscript{22} batting an astounding .422,\textsuperscript{23} and led the league in eight offensive categories altogether,\textsuperscript{24} for one of the greatest seasons ever by a ballplayer.

Surprisingly, the Phillies finished second in the National League without the defectors, one position higher than they had recorded the year before.\textsuperscript{25} Of course, most of the National League teams had been weakened by defections to the American League. The one team that was largely spared, the Pittsburgh Pirates, swept the National League pennant by 7\(\frac{1}{2}\) games.\textsuperscript{26}

In the off-season, the National League’s New York Giants attempted to induce Lajoie to jump back, offering $21,000 over three years. Lajoie refused, saying he was under contract with the Athletics for two more years and that he had received the “best treatment possible” from A’s

\begin{itemize}
\item \textsuperscript{20} \textit{Id.} at *7. Apparently much of the hearing was spent wrangling over whether the additional $600 paid to Delahanty was compensation for his serving as team captain. When Lajoie took the stand, he testified that Delahanty had not acted like a captain, even though he was supposed to be. See Sowell, supra note 15, at 33-34.
\item A Triple Crown in baseball requires a batter to lead the league in batting average, home runs and runs-batted-in.
\item Lajoie’s batting average was no doubt helped by a rule imposed that year that foul balls did not count as strikes. Still, his .422 was 86 percentage points higher than the .340 batting average of the next highest batter, Turkey Mike Donlin of the Baltimore Orioles.
\item The categories were batting average (.422), home runs (14), runs batted in (125), slugging average (.643), total bases (350), hits (232), runs scored (145) and doubles (48). All were remarkable totals for the deadball era.
\item In 1899, two years prior, the Phillies had finished third in the then 12 team league with a winning percentage of .618, one game out of second place and eight games behind the powerful Brooklyn Dodgers. It was a team reputed to be one of their finest ever. See Lieb & Baumgartner, supra note 16, at 55-57.
\item The Phillies were forced to play 34 year old journeyman Bill Hallman at second base in 1901. He batted a mere .184 for the year, 238 percentage points below Lajoie.
\end{itemize}
owners Benjamin Shibe and Connie Mack.27

The Phillies' appeal to the Pennsylvania Supreme Court was argued in February, but the court waited until April 21, two days before the opening of the season before issuing its decision.28 That decision stood the baseball world on its ear, for the court reversed the trial court and ordered that it grant an injunction against Lajoie, Bernhard and Fraser forbidding them from playing for another team.29

Interestingly, the court’s opinion refers only to Lajoie, even though all three ballplayers were named defendants and injunctions were eventually issued against all three.30 This was no doubt intentional since the court emphasized Lajoie’s unique ability as a ballplayer in finding that plaintiff met the irreparable harm standard required for injunctive relief:

In addition to these features which render his services of peculiar and special value to the plaintiff, and not easily replaced, Lajoie is well known, and has great reputation among the patrons of the sport . . . and was thus a most attractive drawing card for the public. He may not be the sun in the baseball firmament, but he is certainly a bright particular star.31

Although Bernhard and Fraser were fine pitchers, their abilities did not quite measure up to the court’s florid language.32

28. The American League had continued to sign National League players after the 1901 season and seemed to particularly target the Phillies. Future Hall of Famer Ed Delahanty signed with Washington; Elmer Flick, also an outstanding outfielder, signed with the A’s and ended up in Cleveland. Delahanty and Flick, together with Lajoie, Bernhard, and Fraser would have all been considered All-Stars had that designation then been used. In addition, the A’s signed shortstop Monte Cross and pitcher Bill Duggleby from the Phillies. Third baseman Harry Wolverton, and pitchers Al Orth and Jack “Happy” Townsend defected to Washington with Delahanty. The St. Louis Browns signed hurler Red Dohahue, making a total of 11 Phillies players with the new league. See Jordan, supra note 14, at 21. The impact on the Phillies was devastating, more so than with any other National League club. They plummeted to seventh place in 1902 and 1903 before finishing in the cellar in 1904. See Lieb & Baumgartner, supra note 16, at 58-73. In contrast, the Athletics won the American League pennants in 1902 and 1903 and outdrew the Phillies by as much as ten to one. See Frederick G. Lieb, Connie Mack: Grand Old Man of Baseball 77-82, 91-100 (1945). In 1902, they outdrew them by over 300%; 442,000 to 112,000. See Jordan, supra note 14, at 24.
30. The American League, at least initially, argued that Fraser and Bernhard should not be included in the injunction because no testimony was taken against them at the trial court level. See Sporting News, Apr. 24, 1902, at 1. See also White, supra note 21, at 55.
31. Lajoie, 51 A. at 974.
32. The Phillies had taken the precautionary step of renewing all three contracts in the off season, pursuant to the reserve clause, presumably with the understanding that a favorable ruling by the Pennsylvania Supreme Court would enjoin all three ballplayers.
The court then turned to the mutuality question, laboring over the issue for most of the opinion. First, the court noted that the issue might be irrelevant due to the part performance of the contract by the Phillies in paying Lajoie for the 1900 season. The contract that Lajoie had signed with the Phillies prior to the 1900 season had actually provided the club with an additional two year option for Lajoie's services at his stated 1900 salary, the league maximum $2,400 per year. Thus, according to the court, the contract was still extant and the Phillies had fully performed their end of the bargain. According to the court, since the Phillies had "so far performed [their] part of the contract in entire good faith ... it would therefore be inequitable to permit [Lajoie] to withdraw from the agreement at this late day."

The court also noted that the contract expressly provided for specific performance to enjoin Lajoie from playing with another team during its term. The court's spin on the club's contract option is telltale. It notes that Lajoie's acceptance of the salary option and the team's right of specific performance were "part of the inducement for the [team] to enter into the contract." That, coupled with the team's partial performance, "give[s] to the plaintiff an equity ... to insist upon the completion of the agreement. . . ."

Just what detriment, one might ask, did the Phillies incur by the inclusion of the salary option? The reserve clause, after all, bound Lajoie to the team, at its option, in perpetuity. Thus, the salary option required the club to pay Lajoie the maximum allowable salary for three years. Certainly on the face of it, that obligation appears to be a detriment incurred and, presumably, bargained for. In reality the salary obligation

33. The court acknowledged that "the term 'mutuality' or 'lack of mutuality' does not always convey a clear and definite meaning." 51 A. at 974. The confusion is generally about the meaning of the terms "mutuality of obligation" and "mutuality of remedy." Although courts frequently use the terms interchangeably, mutuality of remedy, strictly speaking, concerns the specific enforcement of mutual promises while mutuality of obligation "is simply a conclusory phrase stating the requirement of consideration." JOHN EDWARD MURRAY, JR., MURRAY ON CONTRACTS 308 (3d ed. 2001). See also E. ALLAN FARNsworth, CONTRACTS 765-83 (3d ed. 1999). For mutuality of obligation cases focusing on the existence of consideration on whether one party has a "free way out" of the contract, see, e.g., Laclede Gas Co. v. Amoco Oil Co., 522 F.2d 33 (8th Cir. 1975). Eastern Air Lines, Inc. v. Gulf Oil Corp., 415 F. Supp. 429 (S.D. Fla. 1975); Mattei v. Hopper, 330 P.2d 625 (1958); Di Bennedetto v. Di Rocco, 93 A.2d 474 (1953). One court has stated that "both doctrines are largely dead letters." Doctor's Assocs., Inc. v. Distajo, 66 F.3d 438, 451 (2d Cir. 1995), cert. denied, 517 U.S. 1120 (1996). Lajoie is best understood as a mutuality of remedy decision.

34. Lajoie, 51 A. at 974.
35. Id. at 974. That, of course, is precisely what Lajoie did if one accepts the court's characterization of the contract as continuing for a total of three years because of the team's option.
36. Id.
37. Id.
38. Although the courts had almost uniformly refused to specifically enforce player contracts containing the reserve clause because of lack of mutuality, the owners doggedly continued to use the same basic contract. See, e.g., supra note 21; Abrams, supra note 10, at 20-21.
was artificially low due to collusion among the magnates\textsuperscript{39} which would today be a \textit{per se} violation of the Sherman Act.\textsuperscript{40} Considering Lajoie's status as one of the game's established superstars who would have been paid considerably more in a free market,\textsuperscript{41} the Phillies incurred little real detriment. Before the American League came along, Lajoie could play for the Phillies or not play professional baseball. The option, once exercised by the Phillies, did offer Lajoie some job security but surely that was hardly a concern given his status and ability.\textsuperscript{42}

Fortunately that portion of the Pennsylvania court's opinion was largely dicta. The court went on to rule that the contract met the legal requirements of mutuality. It directly overruled the trial court's ruling that the team's 10 day termination right established a lack of mutuality, stating "[w]e cannot agree that mutuality of remedy requires that each party should have precisely the same remedy, either in form, effect, or extent."\textsuperscript{43} The standard, according to the court, derives from principles of freedom of contract, "cover[ing] a wide range of obligation and duty as between the parties, and it may not be impaired, so long as the bounds of reasonableness and fairness are not transgressed."\textsuperscript{44} The court noted that Lajoie had the right to enforce his rights under the contract, just as did the club.\textsuperscript{45}

The court concluded that the short termination right held by the club did not make the entire contract inequitable, given "the peculiar nature and circumstances of the business."\textsuperscript{46} The court then issued the injunction sought, finding an absence of "any attempt at overreaching or unfairness."\textsuperscript{47} It was the first time a court had issued a negative injunction to enforce a professional sports contract.\textsuperscript{48}

\textsuperscript{39} "Magnates" was the term commonly used at the turn of the century to identify team owners.

\textsuperscript{40} The salary cap was not the product of collective bargaining and thus would not qualify for the statutory labor antitrust exemption. It was simply price fixing. See, e.g., Arizona v. Maricopa County Med. Soc'y, 457 U.S. 332 (1982); Law v. NCAA, 134 F.3d 1010 (10th Cir. 1998).

\textsuperscript{41} As the Athletics proved in 1901.

\textsuperscript{42} See also White, supra note 21, at 56. Professor White argues that all the three year provision meant was that Lajoie could be signed for even more money after the first year if he had performed exceedingly well. However, he appears to overlook the existence of the National League salary cap in place in 1900.

\textsuperscript{43} Lajoie, 51 A. at 975. This holding, at the time, was against the general weight of authority which was that baseball player contracts lacked mutuality, at least as a basis for denying injunctive relief against a contract jumping player. See Metro. Exhibition Co. v. Ward, 9 N.Y.S. 779 (Sup. Ct. 1890); Harrisburg Base-ball Club v. Athletic Ass'n, 8 Pa. Co. 337 (Ct. Com. Pl. 1890); Philadelphia Base-Ball Club, Ltd. v. Hallman, 8 Pa. Co. 57 (Ct. Com. Pl. 1890).

\textsuperscript{44} Lajoie, 51 A. at 975.

\textsuperscript{45} See id.

\textsuperscript{46} The court also observed that plaintiff had in effect disavowed any intention of terminating the contract by seeking injunctive relief to enforce it. Id.

\textsuperscript{47} Id. at 976.

The *Lajoie* opinion can be criticized on a number of fronts. Initially, it is unclear what the court believed was “peculiar” about the business of baseball since the statement is without support or reference. There is no suggestion about how the “peculiar nature” of baseball supports the finding of mutuality and the issuance of an injunction. Further, for the court to find “no indications” of overreaching or unfairness is questionable, given the existence of the salary cap and the reserve clause. Indeed, the advent of the American League gave star players such as Lajoie some relief from a contract that was imposed by the magnates collectively.

Thus, while the Pennsylvania court may be correct that a unilateral 10-day termination notice is insufficient to render the entire contract inequitable, certainly other features of the contract collectively supported such a finding. The Phillies’ right to terminate the contract upon 10-days notice and concomitant right to enforce it in perpetuity under the reserve clause may not render the contract unenforceable for lack of mutuality. It does not necessarily follow, however, that the court should have granted discretionary relief, given the inherent imbalance of the bargain. Courts often refuse to grant equitable relief to one-sided bargains, even where, as here, actual money damages may be difficult to determine.49 Thus, the court’s willingness to exercise its equitable powers and grant an injunction is suspect, even if its holding that the contract did not lack mutuality is not. Not surprisingly then, an Ohio court later faced with enforcing the Pennsylvania court’s injunction disagreed.50

The court’s finding that a one-sided 10-day termination clause does not create a lack of mutuality is perhaps the decision’s true lasting legacy. Although the existing precedent was contradictory,51 it has stood the test of time.52 More recent cases involving professional athletes have largely ignored mutuality, at least as it relates to mutuality of remedy or of termination of the agreement.53

Initially, the court’s decision created a considerable amount of confusion. Lajoie was clearly enjoined from playing for the Athletics but of what effect was the decision on Bernhard and Fraser? Further, it was uncertain whether the decision affected other former Phillie ballplayers...
who had jumped to the American League. And finally, did the decree apply only in Pennsylvania or would it be given effect in other states in which the American League operated franchises?

For a couple of weeks Lajoie was idle as the lawyers for the American League considered options and apparently concluded that there was a good chance that other state courts would refuse to honor the Pennsylvania injunction. Connie Mack turned down overtures from the American League Detroit Tigers and Chicago White Sox but was receptive to allowing Cleveland Bronchos owner Charles Somers to negotiate with Lajoie. The Cleveland franchise was floundering at the gate and in the field. Mack, grateful for Somers’ generous role in starting the American League, saw a way to repay him. After four days of negotiations in Philadelphia and several more in Cleveland, Lajoie signed with Cleveland for four years for a guaranteed $28,000, several times more than he could have made in the National League.

Lajoie was immediately named team captain and debuted with his new team on June 4, 1902 on a rainy weekday before an overflow crowd of almost 10,000. On Saturday “Strawberry Bill” Bernhard, who had also

54. Ban Johnson was quoted as saying: “The best lawyers in the country are surprised at the decision of the Pennsylvania Supreme Court and we are just as confident of victory as ever.” THE SPORTING NEWS, May 3, 1902, at 1. For a description of the legal wrangling in the immediate aftermath of the Pennsylvania supreme court decision, see JORDAN, supra note 14, at 22-23. Phillies’ owner Colonel John Rogers reportedly met with Lajoie to discuss the terms for his return to the Phillies but, not content with his legal victory, attempted to impose a hefty fine on Lajoie for jumping the club. Id. at 23.

55. The then outlaw California League also offered Lajoie $3,000 a year to play there. See MURPHY, supra note 3, at 24; PIETRUSZA, supra note 6, at 164.

56. Cleveland’s American League franchise had been previously known as the Bluebirds or the Blues. During spring training in 1902 the players, in attempt to change the woeful fortunes of the team, voted to become the Bronchos. See LEWIS, supra note 3, at 39.

57. Somers was a heavy original investor in the American League and in the Philadelphia Athletics, as well as ending up with the Cleveland franchise. Thus, he had very close ties with both Ban Johnson and Connie Mack. See KUKLICK, supra note 27, at 14-15; MURDOCK, supra note 5, at 46-49.

58. The Blues had finished 7th in 1901 and started 1902 by losing 17 of 23 games to fall into last place.

59. See MURDOCK, supra note 5, at 54. It is not clear whether there was an explicit quid pro quo for Mack. On May 23, however, Mack signed catcher Ossie Schrekengost who had been released by Cleveland. Then on June 11 he signed Frank Bonner, the former Cleveland second baseman who was made expendable by Lajoie’s signing. See JORDAN, supra note 14, at 24. Mack had also permitted Elmer Flick, an excellent outfielder who had jumped to the A’s from the Phillies but was not directly a party of the litigation, to sign with Cleveland. Id. Fred Lieb reported that the American League owners came to Mack’s aid, awarding him three pitchers from Boston—Bert Husting, Fred Mitchell and Howard “Highball” Wilson—to try to help offset the loss of Bernhard and Fraser. LIEB, supra note 25, at 76.

60. See THE SPORTING LIFE, June 7, 1902, at 1. Somers agreed to pay Lajoie even if he were at some point enjoined from playing for Cleveland. See Sowell, supra note 15, at 124. Colonel Rogers had offered Lajoie $3,000 to play for the Phillies after the injunction was issued but Lajoie wanted $3,500. Neither party would budge, continuing the impasse and paving the way for Lajoie’s negotiations with Cleveland. Id. at 123.

61. Many spectators stood on the playing field cordoned off by ropes in front of the outfield fence. THE SPORTING LIFE, June 14, 1902, at 2.
signed with the Bronchos, made his pitching debut in front of an all-time record Cleveland crowd of 14,000.62 The arrival of the two had a positive impact on the field as well; the team improved from last place to fifth by the end of the season as Lajoie batted .378 to lead the league and Bernhard finished with a 17-5 won-loss record, the best on the team.63

The only difficulty came when Cleveland had to travel to Philadelphia to play the Athletics. Each time the Bronchos’ train pulled into Philadelphia, sheriff's deputies would board the train to serve Lajoie and Bernhard, presumably with contempt citations. They were never successful in finding the pair, however. It was reported that the two spent their time in Atlantic City, rejoining their team when it left Pennsylvania.64

Not surprisingly, Colonel Rogers of the Phillies sought to enforce the Pennsylvania injunction in Ohio to keep Lajoie and Bernhard from playing for Cleveland. Colonel Rogers argued the case himself. In a decision handed down August 16, 1902, the Court of Common Pleas for Cuyahoga County refused to do so, asserting that the “full faith and credit” clause of the Constitution did not compel it to enforce a decree for specific performance.65 According to the court, the Pennsylvania injunction was “an ancillary and supplemental remedy . . . remedial in its character . . . and . . . [could] have no force to control . . . personal conduct outside of . . . [its] jurisdiction.”66

The Phillies apparently did not appeal the ruling, perhaps believing it unlikely to get a favorable hearing before any court in Ohio.67 And despite the National League’s seeming victory in Philadelphia, other attempts that summer to enjoin players jumping to the American League failed. A St. Louis circuit court reached a result diametrically opposed to the Pennsylvania Supreme Court in Lajoie in a suit brought by the National League’s St. Louis franchise to enjoin pitcher Jack Harper, shortstop Bobby Wallace and outfielder Emmett “Snags” Heidrick from

62. Chick Fraser, the third player involved in the Pennsylvania litigation, opted to rejoin the Phillies after the issuance of the injunction. See JORDAN, supra note 14, at 23; SOWELL, supra note 15, at 123.
63. See THE BASEBALL ENCYCLOPEDIA, supra note 18, at 172-73.
64. According to Fred Lieb, Lajoie would travel through Pennsylvania on a train separate from his teammates on his way to Atlantic City. LIEB, supra note 28, at 77. Cleveland Manager Bill Armour once quipped, “I guess he took French leave,” in reference to Lajoie’s French ancestry. See MURPHY, supra note 3, at 24.
65. Lajoie, 13 Ohio Dec. at 508.
66. Id. at 511. But see Kahrs v. Rio Verde Energy Corp., 604 F. Supp. 877, 879-880 (S.D. Ohio 1985) (“Neither Lajoie [referring to the Ohio decision] nor its rule of law have been followed by any other Ohio court, and it runs contrary to modern practice.”). The Kahrs court seems to ignore that the Ohio court of common pleas in Lajoie was dealing with an injunction issued in equity in another jurisdiction, not simply the judgment of another state. The Ohio Lajoie court does appear to be correct that full faith and credit does not have to be afforded to another jurisdiction’s discretionary decisions in equity. See, e.g., Note, Problems of the Injunction in a Multijurisdictional Context, 78 HARV. L. REV. 1031, 1043 (1965).
67. Lajoie was immediately idolized in Cleveland and the following spring their fans voted to name the club the Napoleons or Naps in honor of Lajoie’s given name. They remained the Naps until Lajoie was traded to the Athletics before the 1915 season when their present day Indians nickname was adopted. LEWIS, supra note 3, at 43-44, 74-75.
continuing to play for the American League’s rival St. Louis Browns. 68 Phillies’ owner Colonel Rogers also argued this case for the National League with a resounding lack of success. In May, the court ruled the National League players’ contract “inequitable, unconscionable, and contrary to public policy.” 69 It also held that the contract lacked mutuality and violated the Sherman Act as well as depriving the players of due process in violation of the Missouri and United States Constitutions. 70

The St. Louis court was well aware of the Lajoie decision in Pennsylvania but stated that “[d]ecisions of the courts of other states are persuasive, but we are not bound to follow them.” 71 The court also noted that “plaintiff’s evidence [in Lajoie] was quite different, much stronger, than that adduced at the hearing of this case.” 72 The court was presumably referring to Lajoie’s preeminent status as a ballplayer or perhaps to Lajoie’s uncommon three year contract with the Phillies. Bobby Wallace, however, was one of the top shortstops of his time and was elected to Baseball’s Hall of Fame in 1953. He had been lured away by the Browns’ offer of a five year, no trade contract worth $32,000, a fortune for the time. 73 Jack Harper had won 23 games while losing 12 in 1901, while Snags Heidrick had batted .339. 74 It is doubtful whether the threesome were easily replaceable as the Cardinals won 20 fewer games in 1902 than they had in 1901. 75 Thus, the evidence in the Lajoie could not have been that much stronger, given the quality of the three ballplayers at issue in

68. The St. Louis owner was Frank de Haas Robison who had previously owned the Cleveland Spiders in the National League. Although the Spiders had been a power in the mid-1890’s, Robison purchased the St. Louis franchise while still the owner of the Spiders and transferred the top Cleveland players there, totally depleting the Cleveland franchise. In 1898 the Spiders finished the season with 20 wins and 134 losses, the worst record in Major League history. Robison then folded the team, leaving Cleveland without big league baseball until the founding of the American League in 1901. LEWIS, supra note 3, at 31-52. Ironically, when Lajoie made his debut for Cleveland in 1902, Robison was prominently present, accompanied by two lawyers. He apparently attended to be able to testify for Colonel Rogers of the Phillies about Lajoie’s violation of the Pennsylvania injunction. THE SPORTING LIFE, June 14, 1902, at 2; SOWELL, supra note 15, at 125.

69. See Am. Base Ball & Athletic Exhibition Co. v. Harper, 54 Cent. L.J. 449 (St. Louis Cir. Ct. 1902); THE SPORTING LIFE, May 17, 1902, at 1, 6; PIETRUSZA, supra note 6, at 165.

70. American Base-Ball, 54 Cent. L.J. at 450-51. Judge Talty even ruled that the contract violated the constitutional prohibitions against involuntary servitude. Id. at 451

71. Id. at 450. This is a Missouri trial court judge speaking about the precedential value of the Pennsylvania Supreme Court.

72. Id.

73. JIM CHARLTON & MIKE SHATZKIN, THE BALLPLAYERS 1135 (1990). Wallace went on to star for the Browns for well over a decade.

74. The Baseball Encyclopedia, supra note 18, at 958-59, 1881-82.

75. All the National League clubs except the Pittsburgh Pirates were raided as well but the Cardinals and the Phillies appeared to be especially harmed competitively. The Pirates were left alone because Ban Johnson had hoped to convince Pirates’ owner Barney Dreyfuss to have the Pirates join the American League in toto. PIETRUSZA, supra note 6, at 163. They were led by Honus Wagner, Ginger Beaumont and three 20-game winners—Jack Chesbro, Deacon Phillippe and Jesse Tannehill—and won the 1902 National League pennant by a staggering 27½ games with a 103 and 36 win-loss record.
the Missouri suit.\textsuperscript{76}

In yet another suit, the Brooklyn Trolley Dodgers sued to recapture the services of James "Deacon" McGuire, a veteran catcher who had signed with the Detroit Tigers in the American League.\textsuperscript{77} McGuire was then 38 years old with 17 years of major league experience.\textsuperscript{78} He had batted .296 the previous year for the Dodgers while appearing in 85 of their 136 games.\textsuperscript{79}

The ubiquitous Colonel Rogers also appeared as counsel of record in this case, which he filed in federal district court in Philadelphia. Presumably, Rogers believed he was on firmer ground in his home state, although the basis for jurisdiction in federal court in Philadelphia for a dispute between a New York plaintiff and a Michigan defendant remains a mystery, since the court did not address jurisdictional issues. Judge Dallas did make short work of the suit in his June 25 decision, denying a preliminary injunction in part because plaintiff had failed to prove that "the services of which the defendant contracted to render were so unique and peculiar that they could not be performed, and substantially as well, by others engaged in professional baseball playing. . ."\textsuperscript{80} Thus apparently McGuire was not the "bright particular star" in "the baseball firmament" that Lajoie was.\textsuperscript{81}

Although Judge Dallas did not specifically hold that the McGuire contract lacked mutuality as had the court in Harper, he did find that a contract with a one sided 10 day notice provision was not enforceable in equity.\textsuperscript{82} As a result, the McGuire court took the middle ground on the mutuality question, similar to the Ohio court in the Lajoie litigation. Judge Dallas did not directly refer to the Pennsylvania Supreme Court decision in Lajoie, decided just one month earlier on similar facts, but rather pointedly disagreed with its reasoning.\textsuperscript{83}

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\textsuperscript{76} An appeal by the St. Louis franchise was abandoned when the Missouri Supreme Court declined to expedite its place on the docket, which apparently meant that a decision would take several years. See The Sporting Life, June 14, 1902, at 1.
\textsuperscript{78} He would play 22 years and appear in a few games for four more years, giving him a 26 year playing career, all the more remarkable considering he was a catcher. See The Baseball Encyclopedia, supra note 18, at 1204-05.
\textsuperscript{79} Id.
\textsuperscript{80} Brooklyn Baseball Club, 116 Fed. at 783.
\textsuperscript{81} Philadelphia Ball Club v. Lajoie, 202 Pa. 210, 217 (1902). Judge Dallas was apparently correct about the abilities of the aging McGuire. He hit only .227 in 73 games for Detroit in 1902. The Baseball Encyclopedia, supra note 18, at 1204.
\textsuperscript{82} Brooklyn Baseball Club, 116 Fed. at 782-83.
\textsuperscript{83} Judge Dallas relied on Marble Co. v. Ripley, 10 Wall. 339 (1870) as controlling precedent, which the Pennsylvania Supreme Court had sought to distinguish. According to the Pennsylvania court: Marble Co. v. Ripley . . . while not turning exclusively upon that point, seems to hold that a contract in which the plaintiff has an option to terminate it in a year cannot be enforced in equity on account of lack of mutuality. . . . Judge Lowell says with reference to that case: "I cannot think that the court intended to announce any general proposition that they would never enforce a contract which one party has a right to put an end to in a year.
\end{flushright}
III. AN UNEASY PEACE

Contract jumping from the National to the American League continued after the 1902 season and the National League knew that it could not count on the courts to stem the tide. Star players such as “Wee Willie” Keeler, “Wild Bill” Donovan, “Wahoo Sam” Crawford, Vic Willis, Jack Chesbro, Jesse Tannehill, Tommy Leach and Christy Mathewson were all involved in jumps or attempted jumps to the new league. Further, the American League outdrew the National in 1902, 2,206,457 to 1,683,012 even without a franchise in New York City. In fact, the American League significantly outdrew the National League in every city in which the leagues directly competed. The events of the 1902 season, legal and otherwise, thus pushed the National League to settle the great war. Ban Johnson was intent on relocating an American League franchise to New York which would further weaken the National League. As a result, the National League moguls proposed a return to a 12 team league, as in the 1890’s, by adding four American League franchises and absorbing the others. Johnson scoffed at the idea, stating: “[We] have no thought, not the slightest intention, of being absorbed.” The National League then quickly capitulated and a settlement in principle was reached on January 9, 1903 in Cincinnati.

The settlement was a resounding victory for the American League, which was accorded full Major League status. The leagues were fixed at eight teams each with the agreement that neither circuit could change cities without the consent of a majority of teams from either league. Future contracts of all 16 teams were declared to be binding, eliminating future contract jumping. The reserve clause would be retained in the standard player’s contract, allowing a team to retain a player after the season under contract.

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Philadelphia Ball Club, 202 Pa. at 220. In apparent response, Judge Dallas quoted Judge Lowell as well and said:

[With, with great respect for that learned judge, I feel constrained to accept the clearly stated ruling of the [U.S.] supreme court [sic], without looking beyond the plain terms in which it was expressed to ascertain its intended meaning... In short, I am of the opinion that the decision in Marble Co. v. Ripley is binding upon this court, and is determinative of the present motion.]

Brooklyn Baseball Club, 116 Fed. at 783.

84. Seymour, supra note 10, at 314; Pietrusza, supra note 6, at 175.

85. In Boston, for example, the American League Pilgrims outdrew the National League Rustlers by 348,567 to 116,960. Pietrusza, supra note 6, at 175.

86. See Burk, supra note 11, at 155.

87. Pietrusza, supra note 6, at 179.

88. Id. at 178-79.

89. A sticking point had been Ban Johnson’s relocation of the Baltimore franchise to New York. He retained that right by agreeing to give up any rights to move into Pittsburgh. See Burk, supra note 11, at 156. The agreement was the beginning of 50 years of franchise stability for the two leagues. Not until the Boston Braves moved to Milwaukee just before the beginning of the 1953 season would there be a franchise shift.

90. See Murdock, supra note 5, at 62. The reserve clause would withstand many judicial challenges (see, e.g., Toolson v. New York Yankees, Inc., 346 U.S. 356 (1953); Flood v. Kuhn, 407 U.S. 258 (1972); cf. Gardella v. Chandler, 172 F.2d 402 (2d Cir. 1949)), until it was finally struck down by an arbitrator in 1975, who held that it bound a player to his...
Player distribution, with all the contract jumping, was naturally a major issue and was accentuated by the recent "jump-backs" from the American to the National League of Ed Delahanty and George Davis.\textsuperscript{91} The agreement provided that teams with clear prior contract rights to players who had jumped after the 1902 season began would retain those players.\textsuperscript{92} For players who had signed conflicting contracts, the two sides appointed an Arbitration Committee to consider each on a case-by-case basis. Again the American League seems to have prevailed, both in the quantity and quality of the disputed player allocation. It was awarded nine players to the National League's seven. Included in the distribution to the American League were future Hall of Famers Delahanty,\textsuperscript{93} Wahoo Sam Crawford, Willie Keeler and Lajoie. The National League was awarded two future Hall of Famers in their allotment, Vic Willis and, most notably, Christy Mathewson.\textsuperscript{94}

With the settlement in place, the American League had in only two years successfully forged it way into organized baseball as a Major League, equal in status with the National League which had been established in 1876.\textsuperscript{95} There were still a number of rough edges to be

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\textsuperscript{91} Both had been wooed to the New York Giants by John McGraw who had broken with Johnson the previous July. McGraw bolted from the Baltimore Orioles to manage the Giants, trading his ownership interest in the Orioles to parties who controlled the Giants. Sowell, supra note 15, at 159-61, 173. As a result, the Orioles released their top players such as "Iron Man" Joe McGinnity, Roger Bresnahan, Dan McGann, Jack Cronin and Cy Seymour, who signed with the Giants and Cincinnati Reds of the National League. The trickery decimated the Orioles who finished last. Noel Hynd, The Giants of the Polo Grounds—The Arborous Times of Baseball's New York Giants 108-113 (1988); Pietrusza, supra note 6, at 159-60.

\textsuperscript{92} Murdock, supra note 5, at 62.

\textsuperscript{93} Delahanty was awarded to the Washington Senators, for whom he had left the Phillies after the 1901 season. The New York Giants had signed Delahanty, the 1902 American League batting champion, away from the Senators during the peace negotiations, jeopardizing the whole process and infuriating co-National League owner John Rogers because Delahanty had been Phillies' property before jumping to the junior circuit for 1902. Murdock, supra note 5, at 61. Delahanty was reportedly quite unhappy about being ordered to stay with the Senators. His increasingly bizarre behavior during the 1903 season culminated tragically with his being put off a train at Niagara Falls on July 2nd for drunken and disorderly conduct. His body was found the next day in the Niagara River some miles below the Falls. He had left the Senators who were playing in Detroit and was apparently traveling to New York with some hope of joining the Giants. Sowell, supra note 15, at 260-69.

\textsuperscript{94} Murdock, supra note 5, at 62; Pietrusza, supra note 6, at 182. The balance of the players awarded the American League—Harry Davis, Kid Elberfeld, Wild Conroy, Wild Bill Donovan and Dave Fultz—were overall a cut above those given the National League—Frank Bowerman, Harry Smith, Rudy Hulswitt, Sam Mertes and Tommy Leach—although Leach in particular was a fine major leaguer.

\textsuperscript{95} There had been a number of other failed or short-lived attempts to establish a second major league, such as the Players' League, the Union Association, the American Association and the International Association. See, e.g., Allen, supra, note 12, at 64-114; Irving A. Leitner, Baseball: Diamond in the Rough (1972); Pietrusza, supra note 6, at 99-128; Seymour, supra note 10.
smoothed and John T. Brush and Andrew Freedman, the current and former owners of the Giants, to contend with. Initially, Freedman used his considerable Tammany Hall connections to attempt to have a street cut across any property Ban Johnson sought to lease or purchase to build an American League ballpark. John Johnson persevered by insuring that all seven stockholders of the new franchise, to be called the New York Highlanders, had strong Tammany Hall credentials.

Even after the 1903 season began, squabbles about player rights threatened to unravel the peace accord. In addition, Colonel Rogers of the Phillies was reluctant to lift the Pennsylvania injunctions against Lajoie and Bernhard, which would enable the two to play in Philadelphia against the American League’s Athletics. It was not until June that Rogers could be persuaded to vacate the injunction, largely through the efforts of Garry Herrmann. Although the league champions met in the first World Series at the conclusion of the 1903 season when the New York Giants won the National League pennant in 1904, they refused to meet the American League champion Boston Pilgrims in a World Series, with Giants’ manager John McGraw referring to the junior circuit as “the bush league.” He apparently had forgotten that the American League

96. See Murdock, supra note 5, at 63-64.
97. See Hynd, supra note 91. Ground was not broken on the new ballpark until February, two months before the start of the season, and the site had to be cleared of rock and trees. Id. at 119.
98. Kid Elberfeld was an original American Leaguer who had signed with the New York Giants for 1903. The Arbitration Committee had awarded him to the American League Detroit Tigers, his former club. In June 1903, the Tigers traded Elberfeld to the New York Highlanders, now direct competitors of the Giants. John Brush, owner of the Giants, viewed this as a breach of the peace agreement and began playing George Davis at shortstop, in violation of the peace accord. Davis had jumped a 1901 Giants contract to play for the junior circuit’s Chicago White Sox and was awarded to Chicago by the committee. He refused to play for the White Sox, seeking to return to the Giants, and was told he would have to sit out the 1903 season to do so. He was doing so when Elberfeld was traded to the Highlanders. He then played in four games for the Giants with the approval of National League president Harry Pulliam. In response, Ban Johnson declared that the peace was off. National League owners, in a hastily called meeting, overturned Pulliam, forbidding Davis to play for the Giants and restoring the peace accord. See Murdock, supra note 5, at 65; Charles C. Alexander, John McGraw 103 (1988). It is noteworthy that the Giants’ signing and playing of Davis during 1903 is what apparently prompted Ed Delahanty to leave his team and take a train from Detroit bound for New York in hopes of also joining the Giants, for whom he had signed but not been allocated to, when he met his death at Niagara Falls. Supra note 91.
99. Herrmann was the owner of the Cincinnati Reds and the most influential National League magnate supporting the end of the war between the leagues. Murdock, supra note 5, at 61; Burk, supra note 11, at 156.
100. A post-season World Series between the two pennant winners was not part of the peace agreement but was the brain-child of Pittsburgh Pirates owner Barney Dreyfuss, who saw a series as a way to focus fan interest on the game after all the off-field squabbling and litigation. The first series was not agreed to until September 1903, and was played the next month at the conclusion of the regular season. Joseph L. Reichler (ed.), The World Series: A 75th Anniversary 11-12 (1978).
101. The Giants were particularly against playing the upstart New York Highlanders who looked liked they would win the American League pennant until they lost it on the final day of the season to a wild pitch. Giants’ owner John T. Brush was still furious that the junior circuit had placed a team in New York and referred to the Highlanders contemp-
BREACH OF CONTRACT

Pilgrims had defeated the National League's Pittsburgh Pirates the previous year, five games to three.

IV. THE AFTERMATH

The World Series, however, was formalized after the 1904 debacle and by 1905 peace was truly at hand. It reigned until 1914 when the new Federal League challenged the two existing leagues for baseball supremacy, proclaiming itself as a third major league and again inducing contract jumping by established stars of the National and American Leagues. Ironically this time Ban Johnson and his American League cronies were on the opposite side of the issue. Once again they prevailed, however, when the Federal League ceased to exist after two years and eventually lost their antitrust challenge against Organized Baseball.

The baseball war, the resulting ascendency of the Athletics and declining attendance financially crippled Phillies' owner Colonel Rogers and his partner Alfred J. Reach. They first secured a loan from Pittsburgh Pirates owner Barney Dreyfuss and then sold the team for $170,000 to a syndicate headed by John Potter before the 1903 season. Unfortunately for them, Rogers and Reach retained ownership of the ballpark, then called Philadelphia Ball Park or simply Philadelphia Park, renting it to the new ownership for $10,000. It was unfortunate because on August 8, 1903, a balcony at the ballpark collapsed during a game, killing 12 people and injuring 232. As a result, more than 80 lawsuits were filed against the already financially strapped team and Rogers and Reach. It took six years, but the Pennsylvania Supreme Court eventually absolved Rogers and Reach from individual liability since the ball club, not Rogers and Reach, had originally constructed the ballpark after the lease was

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102. Giants' owner Brush was roundly criticized for his refusal to play a 1904 World Series and thus, in an effort to gain public approval, led the effort the following winter to formalize the playing of a World Series after every season. REICHLER, supra note 100, at 14-16. The World Series has been played every year since with the exception of 1994, when a player strike forced cancellation of the end of the season and that year's World Series.

103. See e.g., MARC OKKONEN, THE FEDERAL LEAGUE OF 1914-1915: BASEBALL'S THIRD MAJOR LEAGUE (1989); VOIGT, supra note 11, at 114-20; PIETRUSZA, supra note 6, at 209-252; Allen, supra note 12, at 180-88.


106. For a complete description of the tragedy, see RICH WESTCOTT, PHILADELPHIA'S OLD BALLPARKS 76-78 (1996).
executed.107

Napoleon Lajoie went on to a stellar career in Cleveland, playing there until 1915 when, 13 years after he was enjoined from playing with them, he joined the Philadelphia Athletics for the last two seasons of his 21-year major league career.108 He managed his namesake Naps from 1905 to 1909, when he stepped down because he believed his managerial duties were detracting from his performance on the field.109 With Cleveland he won two additional batting titles, hitting .355 in 1903 and .381 in 1904, for a total of four.

In 1910, he was involved with Ty Cobb in one of the most hotly contested and controversial batting title competitions in baseball history.110 Going into the last day of the season, a doubleheader against the St. Louis Browns in St. Louis, the 35-year-old Lajoie trailed the highly unpopular 24-year-old Cobb by several percentage points. Browns' manager Jack O'Connor told his third baseman, rookie Red Corrigan, to play back near the grass and Lajoie proceeded to beat out six bunts in the doubleheader. He also hit a triple that some observers believed was deliberately misplayed by centerfielder Hub Northern and was credited with a suspicious hit on an infield grounder to the normally reliable Bobby Wallace. Wallace threw the ball wildly but the official scorer gave Lajoie a hit anyway.111 Thus, Lajoie was credited with eight hits in eight times at bat while Cobb sat out his final game.112

When the final averages were announced in November, Cobb still prevailed, .385 to .384. The Chalmers Company, however, saw fit to award both Cobb and Lajoie automobiles. Ban Johnson, still the American League president, investigated after the season and forced the Browns to fire manager O'Connor and coach Harry Howell but exonerated third baseman Corriden.113

108. For a description of his return to Philadelphia, see Murphy, supra note 3, at 57. For a contemporary description of Lajoie's stature in baseball see Alfred H. Spink, The National Game 200-02 (2d ed. 1911).
109. He was probably correct since his batting average dipped below .300 in both 1907 and 1908. His disappointment over the Naps very close but unsuccessful run at the 1908 pennant probably played a large role. It was the nearest Lajoie ever got to the World Series. His biographer quotes Lajoie as saying 1908 took more out of him than three normal seasons. Murphy, supra note 3, at 30. Also, apparently Lajoie was not as popular a manager as he was a player, as there was considerable second-guessing of some of his decisions by the press. Lewis, supra note 3, at 52-53.
110. A new Chalmers luxury automobile, costing an extravagant $2,700, was also at stake, given to the winner by the Chalmers Automobile Company. The prize greatly enhanced attention to the close batting race which became known as “The Great American Automobile Race.” Richard Bak, Ty Cobb: His Tumultuous Life and Times 67 (1994).
111. One account has the official scorer first giving Wallace an error but changing his ruling after receiving a note offering a suit of clothes if he changed the error to a hit. See Broeg, supra note 16, at 154.
112. See Murphy, supra note 3, at 33.
113. Howell had apparently visited the pressbox several times during the doubleheader to ensure that the official scorer was scoring Lajoie's bunts as hits. Id. at 33-34.
The controversy over the 1910 batting race was even resurrected as recently as 1981 when a *Sporting News* researcher reconstructed the batting race game by game and discovered errors by the American League in the records of both players. Most critically, he found that the league had mistakenly duplicated Cobb's two-for-three batting performance of September 24 of that year. The recalculated averages revealed that Lajoie had actually outhit Cobb, .383 to .382.\(^{114}\) Then baseball commissioner Bowie Kuhn, however, refused to alter the official record.\(^{115}\)

Lajoie had virtually single-handedly saved the Cleveland franchise and on June 4, 1912, ten years to the day from the time he had joined the team as a refugee from Philadelphia, the city honored him. Before a game with the Red Sox he received a "striking" nine-foot-high floral horseshoe containing 1,009 silver dollars, gifts from his fans.\(^{116}\)

At the end of his career, Lajoie played for the Philadelphia Athletics for two years, ending with the 1916 season. He then served as player-manager for a year with the Toronto Maple Leafs of the International League\(^{117}\) and then for another year with Indianapolis in the American Association before largely fading from the baseball landscape.\(^{118}\) He was the sixth player elected to Baseball's Hall of Fame\(^ {119}\) and helped dedicate the facility on June 12, 1939.\(^{120}\) Lajoie died of complications from pneumonia on February 7, 1959 at the age of 83.

So of what significance is Lajoie's case, *Philadelphia Ball Club v. Lajoie*,\(^ {121}\) which, after all, was headline news in 1902? Initially, it was a decision that threatened to defeat the American League's challenge to National League supremacy as a major league. As the 1902 summer wore on and other National League challenges to American League contract jumpers failed, its immediate impact abated.

V. THE LEGACY OF THE LAJOIE DECISION

Irrespective of its brief contemporary impact, the question about the precedential value of the *Lajoie* decision remains. Although much of

\(^{114}.\) Bak, *supra* note 110, at 71-72.

\(^{115}.\) Given Lajoie's tainted "hits" of October 9th of that year, Kuhn's decision was probably prudent.

\(^{116}.\) Murphy, *supra* note 3, at 38. Lajoie regarded the day as the finest of his career until he was inducted into the Baseball Hall of Fame in 1939. Broeg, *supra* note 16, at 157.

\(^{117}.\) He batted .380 in a full season as a 41-year-old and managed the Maple Leafs to the International League pennant. *The Baseball Register* 61 (1942).

\(^{118}.\) He worked for a time with a couple of tire and rubber companies in Cleveland, served on the Cleveland Boxing Commission, resisted efforts to have him run for county sheriff and in 1943 retired to Florida. Murphy, *supra* note 3, at 65-68.

\(^{119}.\) *The Sporting News*, Nov. 4, 1953, at 13. He was inducted after Walter Johnson, Christy Mathewson, Ty Cobb, Honus Wagner and Babe Ruth.

\(^{120}.\) It was reportedly his only appearance at any type of baseball gathering after he retired from baseball as the Indianapolis manager in 1918. He regularly refused interviews while in retirement although he did grant one to Lee Allen, who was then the official historian for the Baseball Hall of Fame, in 1953. See Lieb & Baumgartner, *supra* note 16, at 50; *The Sporting News*, Nov. 4, 1953, at 13.

\(^{121}.\) 202 Pa. 210, 51 A. 973 (Pa. 1902).
the Pennsylvania Supreme Court's reasoning seems rather tortured, its basic holdings do stand the test of time. A lasting contribution is its ruling that mutuality of remedy is not a prerequisite for the enforcement of player contracts, at least where the owner has some obligation to give notice prior to termination. This ruling was against the common weight of authority at the time and received at best a mixed initial reception, particularly from litigation arising out of the Federal League challenge to major league baseball a little more than a decade later. Nonetheless it gained momentum and today the lack of mutuality of remedy is a non issue in professional sports contract enforcement suits.

Further, thanks to Lajoie, the standard for the granting of injunctions prohibiting athletes and others under contract from performing elsewhere is whether the services to be performed are unique. The uniqueness standard has, however, grown less burdensome for the party seeking to enjoin professional athletes from breaching performance contracts. The generally accepted view is that the player be an athlete of exceptional talent... is met prima facie in cases involving professional athletes. A plaintiff does not have to establish...

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122. See supra text accompanying notes 34-42, 49-50.
123. JOHN C. WEISTART & CYM H. LOWELL, THE LAW OF SPORTS 379-80 (1979) (referring to "the now famous" Lajoie case and characterizing it as having "had a profound effect on the abolition of the mutuality requirement").
124. See supra note 43.
126. See Long Island Am. Ass'n Football Club v. Manrodt, 23 N.Y.S. 2d 858, 860 (N.Y. Sup. Ct. 1940) ("Mutuality of obligation [is] not lacking for the provision for notice makes the contract binding on the plaintiff... at least until notice is given."). But see Madison Square Garden Corp. v. Braddock, 90 F.2d 924, 927 (3d Cir. 1937) ("It is well settled law both in the United States and in England that there must be mutuality of remedy between parties to a contract before a negative covenant against one of them will be enforced.") and Connecticut Professional Sports Corp. v. Heyman, 276 F. Supp. 618 (S.D.N.Y. 1967) (refusing injunctive relief because of the one-sided nature of the contract).
that the contract jumping player is “a bright particular star” in his sport’s “firmament.”\textsuperscript{130} And even where courts have refused injunctive relief and permitted the player “to wriggle off the hook,” they have sometimes admonished the contract jumping individual.\textsuperscript{131}

Thus, one can disagree, as I have, with some of the \textit{Lajoie} court’s analysis and question its decision to issue an injunction considering the circumstances surrounding the contract at issue. The court’s general holdings on mutuality and “uniqueness,” however, have helped shape the law and have stood the test of time. So even if the \textit{Lajoie} decision did not prevent the American League from prevailing in the Great Baseball War, it certainly has left a more lasting legacy with respect to contract law.

Legacies are of course important, not only to eminent legal historians like Joe McKnight, but to all who seek to understand our law and legal system. And although ours is a legal system of laws and not men, men (and women) like Joe McKnight leave their own important, lasting legacy which reaches beyond the law. One need only to look to the literally thousands of law students whom Joe has taught and otherwise influenced in his extraordinary career to see that.

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\item \textsuperscript{130} \textit{Lajoie}, 51 A. at 974. See, \textit{e.g.}, Dallas Cowboys Football Club, Inc. v. Harris, 348 S.W.2d 37 (Tex. Civ. App. 1961).
\item \textsuperscript{131} See, \textit{e.g.}, Chic. Cardinals Football Club, Inc. v. Etcheverry (D.N.M 1956) (unreported) \textit{quoted in} Detroit Football Co. v. Robinson, 186 F. Supp. 933, 935-36 (E.D. La. 1960), where the court advised the defendant, a football quarterback, “... in four or five, six or eight years, some day your passes are going to wobble in the air, you are not going to find that receiver. If you keep ... jumping your contracts ... some day your abilities will be such that [your club] won’t even send a twice disbarred attorney from Dogpatch to help you. They sent some dandy ones this time. ...”
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