

organization in the false pretense, in which the player and club engage, that the player is honestly complying with college athletic eligibility rules, which in fact are being deliberately violated. The obvious impropriety of that situation is in no wise diminished by the fact that college athletic officials often are fully cognizant of that violation and are participants therein.

It is further represented that it is not true that the player is "under the impression" that he is obligated to the club assisting him--- that "all clubs are fully aware that these agreements or understandings do not bind the player," and that "there is nothing to prevent a player repudiating or insisting on a change in the terms of this agreement before signing with a club."

The Elmer Gedeon (Washington) case on August 18, 1939, set forth:

"It is stated that Washington's failure to comply with the foregoing rules (requiring filing and promulgation of the contract) was due to request by the player that filing of the contract be withheld until after June 1. This, however, is no excuse for Washington's violation of these rules. They cannot be rendered inoperative by the player's request, particularly as they are indispensably necessary regardless of any desire of the player that his signing contract be withheld from promulgation.

"These rules require that this contract be declared void; and all transfers of this player, having been based on this invalid contract, also must be, and are, declared void.

"Notice is given all clubs that hereafter any club failing to comply with the foregoing rules (whether or not the player acquiesces in or requests such violation) will be prohibited from signing the player to a new contract either directly or through a subsidiary or affiliated club."

And in the Novakovich case (St. Louis A. L. Club), on March 4, 1941:

"This document was, of course, utterly worthless for any purpose other than causing Novakovich erroneously to believe that he was under obligation to sign contract as therein mentioned. The player must be and is declared a free agent, except that the St. Louis American League Club (and any subsidiary or affiliate) may not contract with him within three years from date hereof."

Of course, all clubs know, and always have known, that the rules invalidate all unfiled agreements. But it is exceedingly questionable whether players, in general, are equally aware of the complete absence of any legal obligation on their part under such a document. No doubt some players find that out. However, there is, and can be, no question whatsoever that these legally worthless documents do serve a purpose---first, of deluding many of the players signing them into an erroneous belief that they are obligated; and, second, of establishing a moral obligation to go through with the arrangement or at least to give "the club assisting him" the first option on his baseball services. If it were otherwise, no club ever would enter into such arrangements.

Notice again is hereby given all clubs that any club failing to comply with the rules requirement that such agreements be filed for promulgation within 20 days from date made (whether or not the player acquiesces in or requests such non-filing) will be prohibited from signing the player to a new contract, either directly or through a subsidiary or affiliated club; and that any and all new contracts of the club and its affiliates with a player with whom such an unfiled agreement has been made will be declared void, except as the rights of innocent transferees may have intervened (in which case such action will be taken as will remove from the rules-violating club all payments or benefits accruing to it from the transfer). In addition, as to any such agreement made after this date and deliberately withheld from promulgation, a fine will be imposed upon each club involved and upon each individual responsible for the non-filing.

Kenesaw M. Landis,  
Commissioner.