

1900

Form B.—6 Months.

PLAYERS' CONTRACT

AS ADOPTED BY THE

National League

AND

American Association

OF

Professional Base Ball Clubs.

The *New York Base*
Ball *Club*

WITH
Christy Mathewson
Factoryville Pa

I hereby certify that I have, at this date, received, examined and noted of record the within Contract, and that it is in the form adopted by the National League and American Association of Professional Base Ball Clubs.

Secretary National League and American Association of Professional Base Ball Clubs.

Dated _____

189 _____

STACON S. ADAMS, PRINTER.

Images provided courtesy Memory Lane, Inc.

Christy Mathewson's "Rookie" Contract

The following facsimile copy contains the full text a Christy Mathewson's contract with the New York Giants dated August 1900 and bearing Mathewson's original signature. It was Mathewson's first year in Major League baseball.

(on-line document produced by Old Cardboard magazine; www.oldcardboard.com)

Form B.
(For 6 months' term.)

1. Articles of Agreement, between the National

Exhibition Company, My. Base Ball Club

of the city of New York, in the State of New York

a club member of a League or Association known as the "National League and American Association of Professional

Base Ball Clubs," party of the first part, and Christy Matthewson of the

city of _____, in the State of _____

party of the second part, **Witnesseth:**

2. That the said party of the second part for the consideration hereinafter mentioned hereby covenants and agrees to perform such duties pertaining to the exhibition of the game of base ball as may be required of him by said party of the first part, or its assigns, at such times and places as said party of the first part, or its assigns, may designate, for the period of six months, commencing on the fifteenth day of April, A. D. 1917 and ending on the fifteenth day of October, A. D. 1918, inclusive, and shall not perform such duties for any other party or parties during said period, unless this contract be assigned as hereinafter prescribed in the 15th paragraph.

3. Said party of the second part agrees that he will yield a cheerful obedience to all directions that may be given to him by any officer, manager, or field captain of said party of the first part, or its assigns, and will hold himself subject to their orders at all times and places during the entire term of his employment as aforesaid.

4. It is understood and agreed, that the party of the first part, and its assigns, shall have the right, from time to time, to establish such reasonable rules for the government of its players, at home or abroad, at all times during the continuance of this contract, as may be necessary and expedient, and to discipline, suspend without pay (for a definite period), or to expel them, and that these powers shall not be limited to cases of dishonest play or open insubordination, but shall include the right to discipline, suspend without pay (for a definite period), or expel players for carelessness, or indifference, lack of sound physical condition, or such other conduct, condition or circumstance, impairing their faithful and thorough performance of duties, or that may be prejudicial to the interests of the party of the first part, or its assigns, in any respect, of all of which the party of the first part, or its assigns, shall be the exclusive judge. And the party of the second part expressly agrees, at all times, during the term of his employment as aforesaid, to subject himself to such rules and discipline, to keep himself in the best physical condition to play ball at home and elsewhere, during the playing season, as may be required of him, with the utmost of his skill and ability, to cheerfully obey all rules and regulations of said party of the first part, or its assigns, and at all times during the continuance of this contract, to absolutely refrain from late hours and from any excess or dissipation in eating, drinking or otherwise.

5. It is mutually agreed between the parties hereto, that if the said party of the second part shall, at any time during the said term of his employment as aforesaid, without the written consent of said party of the first part, or its assigns, leave the service, or perform service or agree to perform, in the future, services for any other club or organization whatever, or if he shall be guilty of offering, agreeing, conspiring or attempting to lose any game of ball, or if he shall be interested in any pool or wager thereon, he may be expelled by said party of the first part, or its assigns, from its club. Or, if said party of the first part, or its assigns, shall so elect, it may institute and prosecute proceedings in any Court of competent jurisdiction, either in law or equity, to obtain damages for any breach of this contract, or to enforce the specific performance thereof by the said party of the second part or to enjoin said party of the second part from performing services for any other person or organization, during the period of service herein contracted for, and nothing herein contained shall be construed to prevent such remedy in the Courts, in case of any breach of this agreement by said party of the second part, as said party of the first part, or its assigns, may elect to invoke.

6. And it is further mutually agreed between the parties hereto, that if the said party of the second part shall at any time, during the said term of his employment, be guilty of any excessive indulgence in malt or spirituous liquors, he shall be fined \$25 for the first offense, \$50 for the second offense, \$100 for the third offense, and that any subsequent offense shall be punished only by suspension without pay for the balance of the season. And should the said party of the second part at any time, during the said term of his employment, be guilty of gambling in any form, insubordination, or of any dishonorable or disreputable conduct, he may be fined \$100 or suspended by the party of the first part, or its assigns, from his said employment, or from the club, for such definite period of time as to the said party of the first part may seem just and reasonable.

7. It is distinctly understood and agreed by and between the parties hereto, that should the said party of the first part, or its assigns, discipline the said party of the second part, or seek to enforce any of the penalties herein provided for, the party hereto of the first part, or its assigns, shall immediately thereafter serve upon the party hereto of the second part, if demanded by the latter, a notice in writing, setting forth the character of the offense charged, the time and place of its alleged commission or omission, and the character of the penalty. But should the said party of the first part, or its assigns, fail or decline to serve the notice above described, within three days after a demand that such a notice be served, then and in that event shall the penalty or penalties sought to be charged against the said party of the second part hereto, be deemed waived and abandoned. In all cases of suspension of the party of the second part without pay, or of the infliction of pecuniary fines, he shall have the right of appeal to the Board of Directors of the said League or Association, of which the party of the first part, or its assigns, is a Club Member.

8. It is understood and agreed, that should the ability of the said party of the second part to perform his duties be impaired, or should he become ill from natural causes at any time during the term herein prescribed, the said party of the first part, or its assigns, may deduct from the amount then due or to become due under this contract, such proportion of the consideration money herein prescribed, as the period of his disability or impairment may bear to the term herein prescribed, but no deduction from the consideration herein prescribed shall be made by, or allowed to, the said party of the first part, or its assigns, as against the said party of the second part, should the latter, during the term herein prescribed, meet with any accident or injury while in the service of, or performing any duty for the club, and be incapacitated thereby from playing, but the said party of the first part or its assigns, shall have the right and privilege, should the said party of the second part meet with any accident or injury as last hereinbefore referred to, to release and discharge the said party of the second part, in which event the said release must be absolute, unrestricted, unconditional, complete and without prejudice.

9. It is further understood and agreed, that should the said party of the second part become ill or disabled, as provided in the last preceding paragraph, he, whenever and as often as he may be requested so to do by the party of the first part, or its assigns, shall submit himself to medical examination and treatment by a regular physician or surgeon in good standing, to be selected by the party of the first part, or its assigns. Such examination shall be at the expense of the said party of the second part.

10. It is further expressly understood and agreed, that if the said party of the second part shall be guilty of any violation of Club rules, or of the Constitution or Playing Rules of the said League and Association, or of any clause of this contract, or of disobedience, insubordination or neglect of duty, or of failure to keep himself in good physical condition, or of failure to preserve his playing ability unimpaired, he shall forfeit from his wages or salary due or to become due to him a sum not exceeding fifty dollars, for each of such offenses or failures, without suspending or excusing him from any duty or obligation under this contract.

11. It is further understood and agreed, that if the party of the first part, or its assigns, shall at any time, in accordance with the Playing Rules of the said League and Association, be required to transmit to the Secretary of said League and Association any fine or fines inflicted upon the said party of the second part by the umpire, in any game of ball, or if any fine imposed upon the player by any other authority under such rules, or under the Constitution or Laws of said League and Association, shall be paid by said party of the first part, or its assigns, or withheld by any other club or association from its share of gate receipts in any game, the amount of any such fine or fines shall be deducted and withheld by said party of the first part, or its assigns, from the wages or salary due, or to become due, to the said party of the second part under this contract, in like manner as such forfeitures as he may incur under paragraph 10 of the contract are to be deducted and withheld by said party of the first part, or its assigns, from his wages or salary accrued or to accrue.

12. It is further understood and agreed, that said party of the second part undertakes to and will keep himself fully informed concerning all the Articles of said Constitution, and of all said Playing Rules, and all other Rules and Regulations of the said National League and American Association of Professional Base Ball Clubs, now published or hereafter during his term of employment to be published and in force, and will, in like manner, inform himself concerning all rules and regulations at any time published, adopted or enforced by said party of the first part, or its assigns, during his term of employment, for the government of its players and other employees, and that he will observe and obey the same and strictly conform thereto. It being understood and agreed that said Constitution, Playing Rules, and Rules and Regulations are to be considered and taken as part of this contract, binding on the parties hereto, as if the same were written and fully set forth herein.

13. It is further understood and agreed, that in all matters of discipline, and at all times on the ball field, in practice or play, the said party of the second part shall be subject to the control and direction of the captain of the "nine" or team of the club of the first part, or its assigns, for the time being, and shall cheerfully and promptly obey his directions and requests, and recognize and respect his authority in the management and control of the "nine" or team. And in no event shall the party of the second part refuse to play in any game of ball, in which the "nine" of the club, or of any club to which he may be assigned, takes part, unless excused therefrom by the captain of the "nine," or incapacitated by reason of any bodily infirmity, illness, or lack of sound physical condition, or suffering from any accident or injury as provided in paragraphs 8 and 9 of this contract, but shall, at all times, during the playing seasons covered by this contract, hold himself in readiness to play whenever, wherever or with whatever club the management of the club or the captain may designate, except as aforesaid.

14. It is mutually understood and agreed, that should the said party of the second part violate any of the conditions, covenants or agreements on his part in this contract contained, the said party of the first part, or its assigns, shall have the right to terminate this contract on reasonable notice, and no further payments shall thereafter be due or payable to said party of the second part, under this contract or otherwise. And if the said party of the second part shall be expelled by said party of the first part, or its assigns, as herein provided, he shall thereupon forfeit all claim for wages or salary from and after the time of such expulsion.

15. It is mutually understood and agreed, that should the said party of the first part resign, withdraw, or be expelled from the said League and Association, of which the party of the first part is now a Club Member, then this contract, and the rights of the party of the first part thereunder, may, at the option of the party of the second part, after ten days' written notice, be forever annulled, ended and determined. But if, prior to such resignation, withdrawal or expulsion, this contract shall be assigned (either by writing of the party of the first part, or by the operation of the provisions of said Constitution) to another Club Member of said League and Association, or to a Club Member of another League or Association, subject to the National Agreement of Professional Base Ball Associations, then in either event this contract shall continue in full force, with all its terms, provisions and conditions unimpaired and unaffected by such assignment, binding and obligatory as well upon the party of the second part as upon the said Club Member accepting such assignment. *Provided*, that the party of the first part shall be liable to the party of the second part for whatever proportion of the salary or compensation mentioned in the 13th paragraph as may be earned, due or in arrears up to and including the expiration of the ten days' notice of annulment above recited or up to and including the day of assignment, if this contract shall have been previously assigned, to such other club. But if said party of the second part shall, at the expiration of said ten days' notice of annulment, be indebted by reason of advances or otherwise to the party of the first part, said notice of annulment shall be void and of no effect, unless the amount of such indebtedness be paid or tendered to the party of the first part at or before the expiration of the said ten days' notice of annulment.

16. It is further understood and agreed, that the said party of the first part, or its assigns, shall furnish the said party of the second part with the usual playing uniforms and necessary outfit, exclusive of shoes, for which the said party of the first part, or its assigns, shall be allowed the sum of \$50 toward the cost thereof, to be deducted from the wages or salary herein prescribed. And the said party of the first part, or its assigns, shall provide and furnish the said party of the second part, while "abroad" or traveling with the "nine" or team in other cities, with proper board, lodging, and pay all proper and necessary traveling expenses.

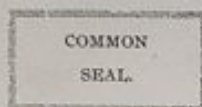
17. It is further understood and agreed, that the party of the first part, or its assigns, may, at any time after the beginning and prior to the completion of the period of this contract, give the party of the second part ten days' written notice of its option and intention to end and determine all its liabilities and obligations under this contract, in which event, upon the expiration of said ten days, all liabilities and obligations undertaken by said party of the first part, or its assigns, in this contract, shall at once cease and determine; the said party of the second part shall thereupon be also freed and discharged from his obligations hereunder, and shall have no claim for salary or other compensation for any period after said ten days. If such notice be given to the party of the second part while "abroad" with the club, he shall be entitled, at or before the expiration of said ten days, to his necessary traveling expenses to the City of *New York*.

But if this contract shall be so ended and determined by said party of the first part, or its assigns, after the beginning and before the end of the term of employment under this contract, without any fault or neglect of duty on the part of the party of the second part, then the said party of the second part shall be entitled to salary or compensation at the contract rate for said ten days in addition to the sum earned and due, and unpaid to him at the time of the giving of notice of termination as aforesaid, whether during said ten days the party of the second part shall be required to perform services, or not, but he may be required to perform services under this contract, during said ten days, at the option of said party of the first part, or its assigns, without affecting the validity or force of such notice.

18. In consideration of the faithful performance of the conditions, covenants, undertakings and promises herein by the said party of the second part, inclusive of the concession of the options of release and renewals prescribed in the 17th and 18th paragraphs, the said party of the first part, for itself and its assigns, hereby agrees to pay to him for his services for said term, the sum of *150.00* dollars, payable as follows: in *three* monthly installments on the *1st, 15th & 1st* of each month thereafter, during the period specified in paragraph 2; unless the "nine" or team of the club should be "abroad" for the purpose of playing games, in which event the installment then falling due shall be paid on the first weekday after the return "home" of the "nine" or team.

19. It is hereby expressly understood and agreed for the consideration above mentioned, that the party of the first part, or its assigns, shall have the option or right to renew this contract with all its terms, provisions and conditions for another period of six months, beginning April 15th, and for a similar period in successive years thereafter, and the said party of the second part hereby agrees to perform similar services and be subject to all the obligations, duties and liabilities prescribed in this contract for the period or periods of such renewal or renewals, provided only that written notice of the exercise of such option of renewal be served upon the said party of the second part prior to the fifteenth day of October of the current year of this contract and of the current year of each renewal thereof.

In Witness Whereof, The said party of the first part hath hereunto caused its common seal to be affixed,
and these presents to be subscribed by the _____ of said
club, and the said party of the second part has hereunto set his hand and seal this _____
day of _____ A. D., 18



_____ Seal _____

WITNESSES PRESENT :

} *Christy Mathewson*

