WARD'S BASEBALL VIEWS.

DECLARES THE "OPTION CLAUSE" IN THE LEAGUE CONTRACT IS VALID.

But Believes It Impossible to Secure Injunctions Against Players Who Jump to the American League—Prosecution for Damages the Only Redress for the Magnates.

In view of the different opinions expressed as to the validity of the "option clause" in the National League contract, a reporter of THE SUN called at the law offices of Baldwin & Ward yesterday to learn what John M. Ward might have to say on this subject. In addition to the fact that Mr. Ward was himself a ball player and also one of the players' committee which helped draft the present form of agreement, he has perhaps had more occasion to examine the League contract than any one else. Mr. Ward has tried a number of cases in which it became necessary for the court to construe the contract, among others being the cases of Pfeffer, Flynn and Burke against the New York club, and Griffin against the Brooklyn club. The reporter called Mr. Ward's attention to the opinion of John G. Johnson of Philadelphia, to the effect that the "option clause" was binding and also to the contrary opinion expressed by Attorney Higley of Cleveland. Mr. Ward said:

"There is not the slightest doubt in my mind as to the validity of this 'option clause.' Paragraph 19 of the contract reads:

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 15, 1901, 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 said party of the second part prior to the 15th day of October of the current year of this contract, and of the current year of each renewal thereof.

"There is nothing at all unusual or difficult about this clause. An idea exists that the law to be applied to baseball contracts and baseball affairs is different from that applicable to ordinary business matters. This is entirely erroneous. The same rules of interpretation and construction will be applied by the court with reference to a baseball contract as to any other. If I lease a house to a man and in my contract of lease give him the right to renew the lease at the expiration of the term thereof for a further term, upon complying with certain conditions, and he complies with those conditions he undoubtedly renews the lease for the further period named. So if I enter into an agreement to work for a man in any line of business for one year, and in my contract, as part of the consideration furnished by me, concede to him an option to renew the contract for another year, upon giving me written notice on or before a certain date, then if he gives me that notice within the time mentioned I am bound by the contract. There is absolutely no question in my mind upon that point.

"Some confusion has arisen because of a misconception as to the remedies which may be invoked. I do not believe the court would enforce this 'option clause' by enjoining a player who, in violation of its provisions, attempted to play with some other club, because a proceeding in injunction involves an invocation of the court's equitable powers and I do not believe that a court of county would enforce last year's form of League contract by injunction. This is doubtless what Attorney Higley of Cleveland meant, because in his interview, he evidently has in mind an effort to enforce the performance of the contract by enjoining its violation. But while the court might refuse to go so far as to enjoin a player that does not obey the clause would not be upheld in a court of law upon an action for damages, and this I believe to be the proper remedy in these cases.

"In such an action the 'option clause' would certainly be upheld. That is an action at common law, and where two parties, competent to make a contract, have deliberately agreed in writing to do certain things, the court will hold them to that agreement irrespective of the equities between them. In other words, if parties have clearly expressed their intention, for a valuable consideration, to perform certain legal acts, the court will hold that to be a binding agreement, even though as to one of the parties the contract may be a harsh one.

"In several actions already prosecuted, in which this contract has been involved, it has happened that the players have been uniformly successful, and therefore the idea has gone forth that this result came about because the contract itself was not good. On the contrary, however, in each one of these actions, so far as I am familiar with them, the successful party has won by reason of the valid and binding nature of the contract and not through any claim or determination to the contrary. For instance in Pfeffer's case against the New York club, which I tried, Justice Scott of the Supreme Court directed a verdict in Pfeffer's favor because the notice suspending Pfeffer did not comply with the plain requirements of the contract. In other words Justice Scott said:

"'Here is a binding contract between the club and the player giving certain powers to the club, and in attempting to exercise one of its powers of discipline the club has exceeded the limits given to it in the contract, and therefore Pfeffer is entitled to a verdict.'

"In Flynn's case against the New York club the decision turned upon the same point. In Griffin's case against the Brooklyn club the validity of the contract in all its parts was not even questioned by either side to the action, but on the contrary each party sought to sustain his position directly upon its provisions. Therefore I say that while I do not believe the court would go so far under this clause as to enjoin a player from playing with any other club, I believe that in any action in which the club proceeds against the player for damages for its violation the entire validity of the clause itself will be upheld."

St. Louis National League Players Sign.

President Robison of the St. Louis National League Club announces that he has signed the following players for the coming season: Dobbson, Wallace, Heidrick, Donlin, Powell, Jones, Harper, Kneffer, Krueger, Padden, Chiles, O'Connell and Nichols.

Burkett is expected to sign in a few days. Catcher Zimmer of the Pittsburgs, who was the President of the Protective Association, has decided to retire from baseball. It is said that he is considerably cut up over the comments of the players aimed at him because of his recent negotiations with the National League.

Chess Champion Lasker Coming to This Country

Special Cable Despatch to THE SUN.

LONDON, March 21.—Emanuel Lasker, the chess champion, told a correspondent of THE SUN at London that he intends visiting the United States for about six weeks in order to give exhibitions in various cities. He will engage in first-class games only, play simultaneously and lecture on the principle of chess.

At the Manhattan Chess Club it was stated yesterday that negotiations are pending respecting the visit of the champion, but the directors of the club preferred not to speak about the matter until everything is settled. To judge from the feeling among the players here and at the Franklin Chess Club, Philadelphia, Lasker's visit seems almost a certainty.

Billiards.

Edward McLaughlin turned the tables on Tom Gallagher last night. He defeated the latter by 400 to 325. It was the first victory for McLaughlin in the match-play series in Manhattan Chess Academy. He played on excellent pool game, while Gallagher changed the balls all over the table. Monte Carlo, the leading exponent of the game, will play Schaefer to meet Gallagher tonight in the second round. Summary last night:

McLaughlin, 400: 12, 0, 0, 13, 22, 0, 0, 0, 0, 0, 12, 0, 0, 0, 0, 0