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Hall of Famers Go to Bat for Flood

By LEONARD KOPPETT

NEW YORK, N. Y.—Curt Flood's antitrust suit against baseball's reserve clause came to trial in Federal Court here on Tuesday, May 19, and the first four sessions were devoted to undramatic testimony mostly for the record.

The most striking comments were made by Hank Greenberg, who called the reserve clause "antiquated and obsolete" and said it would be beneficial for baseball to abandon it because of the friction it has caused between owners and players and because of the bad public image that baseball gets from such friction.

The case is being heard by Judge Irving Ben Cooper without a jury. He must decide two basic points: Do the antitrust laws apply to baseball, despite Supreme Court rulings granting baseball exemptions from them; and are the reserve system arrangements, which bind one player to one club indefinitely, in themselves "reasonable" as a necessity to keep the baseball business sound.

Curt Is First Witness

Whatever he decides, however, the losing side will appeal, and it may be two years before the appeals reach the Supreme Court, the only place the legal issues can really be resolved.

Arthur Goldberg, former labor official, Supreme Court Justice and ambassador to the United Nations, and currently a candidate for governor of New York, is chief counsel for Flood.

He began by calling Flood as the first witness.

Flood was cross-examined by Mark Hughes, a senior partner in the law firm which represents the National League.

Also representing the defendants—the commissioner, both major

Flood Appears Tense; Ordered to Speak Up

NEW YORK, N. Y. — Curt Flood, testifying at the start of his antitrust suit against baseball, appeared tense. He was admonished by Judge Irving Ben Cooper for not answering questions in an audible manner and used a baseball bubble gum card to refresh his memory on his batting averages through the years.



CURT FLOOD and his attorney, Arthur Goldberg, talk over the progress of the ex-Cardinal's suit against baseball during a break in the trial.

leagues and various individual clubs—are Lou Hoynes of the same firm; Sandy Hadden, principal attorney for the American League, and Victor Kramer of Washington.

Flood's personal attorney, Allan Zerman of St. Louis, is also at their table, along with Marvin Miller and Dick Moss of the Players' Association.

In all their activities, these gentlemen are primarily concerned with making the record, since the eventual appeals will have to be decided on that basis.

After Flood testified, Miller was put on to describe the operations of the reserve system and his experiences in trying to negotiate a modification. When asked to describe the difference between the baseball system and other sports, he was challenged on his qualifications to discuss other sports, and this objection was upheld. That made it necessary to call, subsequently football commissioner Pete Rozelle and basketball Commissioner Walter Kennedy. During Miller's testimony, it was

revealed that Goldberg was taking the case with no personal fee; that the normal legal expenses would be paid by the Players' Association; but that if the Players' Association, for some reason, balked at paying the expenses, Goldberg and his firm would continue to handle it and absorb the expense.

There was no session on Wednesday, May 20, and on Thursday,

Jackie Robinson, Greenberg and Jim Brosnan testified. Although there was no prior announcement that they would be present, the small courtroom was packed.

Robinson's basic point was contained in the statement: "Anything that is one-sided in our society is wrong, and the reserve clause is one-sided in favor of the owners. It should be modified to give a player some control over his destiny."

If it is not changed, he said, it might lead to a serious strike by the players. He suggested, as an alternative, some system whereby a player could bargain openly for his services after a certain number of years.

Greenberg spoke as a former club owner and general manager, as well as player, and stressed his affection for baseball.

"I don't intend anything detrimental to the game," he said, "and my purpose in coming here is to point out that the reserve clause is obsolete, antiquated and definitely needs to be changed—to cement relations between play-

ers and owners, and to improve baseball's image. Times have changed, and baseball must go forward harmoniously, and the first step—the last step—would be to get rid of this clause. There is no reason why baseball can't proceed without it."

Hank Willing to Invest

Later, under cross-examination, Greenberg said he'd be glad to invest in a ball club tomorrow even if there were no reserve clause.

Brosnan's testimony centered about his experiences in the minors and his struggles with major league club officials about censorship of his writings.

On Friday, the only witness was Robert Nathan, an internationally known economist who is an expert in wage structures. He testified that the baseball system, which prevents a player from bargaining for his services with more than one employer, tends to depress wages, and that he didn't think a "free market" situation would lead to a congregation of the best players on the richest teams.

On Monday, Rozelle was the only witness. He had been subpoenaed to describe the football option-clause system, since Flood's side contends there are workable alternatives to the baseball system.

Kennedy testified about the National Basketball Association's option system.

Flood's Pay Escalation Revealed in Testimony

NEW YORK, N. Y.—Here is a table, compiled from testimony, of Curt Flood's salary each year, his batting average and the raise he received going into that year during 12 seasons with the Cardinals:

Year	Avg.	Salary	Raise
1958	.261	\$5,000	
1959	.255	\$10,000	\$5,000
1960	.237	\$10,500	\$500
1961	.322	\$12,500	\$2,000
1962	.296	\$16,000	\$3,500
1963	.302	\$17,000	\$1,500
1964	.311	\$23,000	\$5,500
1965	.310	\$35,000	\$12,000
1966	.267	\$45,000	\$10,000
1967	.335	\$50,000	\$5,000
1968	.301	\$72,500	\$22,500
1969	.285	\$90,000	\$17,500

The Phillies, who acquired rights to Flood in the trade that provoked the suit, offered him a contract for "a little more than \$90,000" in salary plus \$8,000 in spring training expenses, the outfielder said.