



The Strange Case of the Courts, a Car, and the 1910 Batting Title

BY STEVEN GIETSCHIER

Major league baseball teams fire their managers regularly. Like head coaches in other professional and college sports, managers are, as the saying goes, hired to be fired. Few resign of their own accord. Fewer retire. Most are discharged when some club official announces, seemingly innocuously, “It is time for us to move in a new direction.” When the 2010 major league season began in April, only three managers (out of thirty) had served their current teams for ten years or more. Twenty-one had no more than three seasons with their present clubs, and two were rookies. Moreover, before the season was half finished, four clubs had replaced their managers (two in their fourth year, one in his third, and one in his second), and baseball’s rumor mill had quickly elevated several other names to the top slots on the “managers hit list.”

Managers are not “at will” employees. They sign contracts that lay out their responsibilities and their clubs’ obligations. So why would a manager sue a club that had dismissed him? Why, specifically, did Jack O’Connor, manager of the St. Louis Browns a century ago in 1910, sue the club after he had been fired? What were the terms of his contract, and did he breach them? What were the Browns’ obligations, and did they meet them? And what were the circumstances—the particulars, as it were—of the doubleheader played on the last day of the 1910 season that led to O’Connor’s ouster and his cry for justice?

Organized sport, as a rule, tries to avoid courts of law. Sport’s perpetual claim is that leagues and associations are self-governing. They point to their own internal judicial procedures and ask courts to leave them alone. Occasionally, brutal acts on the playing field rise above the level of violence countenanced by a sport’s rules and elicit calls for justice from without, but in the main, justice from within is deemed sufficient. Still, a contract is a different matter from a playing rule, and its enforcement is more likely, at least in theory, to be the object of legal action. That’s the course that O’Connor pursued after Browns president Robert Lee Hedges told him that his services

would no longer be required. The fact that O’Connor sued is remarkable in and of itself. The fact that the archival record includes the case files for both the original trial and the appeal makes the study of O’Connor’s firing all the more irresistible.

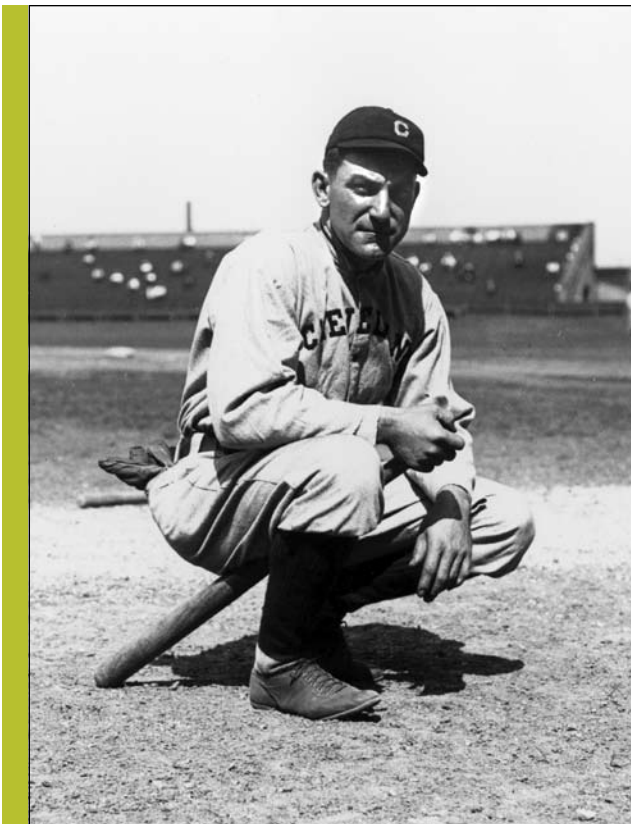
As the 1910 season wound down to its close, the Browns were firmly planted in last place in the American League. The team’s fans—and there are still some, even though the club left St. Louis after the 1953 season—will note that watching the Browns finish last was far from unusual. In 52 pennant races before they became the Baltimore Orioles, the Browns finished last or next-to-last 22 times, fourth or better (in an eight-team league) only a dozen times, and first but once, in 1944. No wonder that for years the unofficial motto of St. Louis was, “First in shoes, first in booze, and last in the American League.” In 1910, the Browns were never close to winning the pennant. They opened the season by dropping sixteen of their first twenty games, fell into exclusive possession of last place for good on May 13, and finished with a record of 47-107, 57 games behind the pennant-winning Philadelphia Athletics.

John Joseph O’Connor, a man blessed with four nicknames—“Jack,” “Rowdy Jack,” “Peach Pie,” and “Peaches”—was the Browns’ rookie manager in 1910. Born in St. Louis in 1866, he started playing professional baseball in Jacksonville, Illinois, and reached the major leagues in 1887 with the Cincinnati Reds. Originally an outfielder, he settled in at catcher, playing two seasons in Cincinnati and two more in Columbus, Ohio, then a major-league city, before joining the Cleveland Spiders, a club owned by brothers Frank and Stanley Robison. After the 1898 season, the National League, not at all opposed to what was then called syndicate baseball, engineered the sale of the St. Louis Cardinals to the Robisons, and the brothers, now holding two clubs, came close to exchanging the entire Cleveland roster for the one in St. Louis. O’Connor thus played with St. Louis in 1899 and



John O'Connor (1866-1937) spent 21 seasons as a player, primarily as a catcher, before managing his first—and last—season for the St. Louis Browns in 1910. After the scandal, “Peach Pie” O'Connor never managed in the majors again. He is buried in Calvary Cemetery in St. Louis. (Photo: National Baseball Hall of Fame Library, Cooperstown, NY)

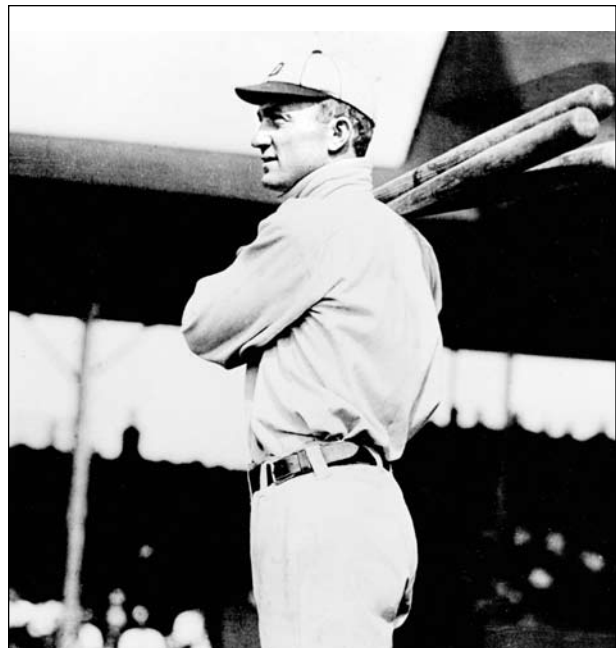
Napoleon Lajoie (1874-1959) played 21 seasons for Cleveland, the Philadelphia Phillies, and the Philadelphia Athletics, hitting over .300 in sixteen of them. (Photo: National Baseball Hall of Fame Library, Cooperstown, NY)



1900 before finishing his playing career in Pittsburgh, New York, and St. Louis again, this time with the Browns. In 1909, he was back in the minors in Little Rock, Arkansas, and after that season, Hedges hired him as manager. O'Connor had gone right from school to baseball and right from playing to managing. He was, in the sport's lingo, a lifer.¹

For baseball teams far from first place, the last games in a desultory season are often characterized as meaningless. The doubleheader on October 9, 1910, fit this bill not only for the Browns but also for their opponents, the Cleveland Naps, who were cemented in sixth place. So, how did it happen that nearly 10,000 people, the largest crowd of the season, turned out at Sportsman's Park in St. Louis, to watch two teams play out the string? The answer to this query is this: fans came to watch one player, Cleveland's Napoleon Lajoie, and to see if he could defy the odds by wresting the American League batting title from Ty Cobb of the Detroit Tigers. Lajoie had been the league's first superstar. While playing for Philadelphia in 1901, the American League's first season as a major league, he had won the Triple Crown, leading the league in batting average, home runs, and runs batted in. After moving to Cleveland, he had captured two more batting titles in 1903 and 1904. Lajoie was not only very good; he was popular, renowned as both a superb player and a gentleman. After the 1902 season, his first in Cleveland, the *Cleveland Press* had sponsored a contest to select a new nickname for the team. “Blues,” the color of the

Ty Cobb's (1886-1961) lifetime batting average of .366 remains the highest in modern baseball history. Cobb died a millionaire as well, thanks to investing in upstart companies such as General Motors and Coca Cola. (Photo: National Baseball Hall of Fame Library, Cooperstown, NY)





So controversial was the record-keeping for the batting title in the American League that both Cobb and Lajoie received new cars from the Chalmers Motor Car Company of Detroit. The following year, the company initiated the Chalmers Award, presented to the most valuable player in each league. Since no player could win the award more than once and there were accusations of possible cheating, the company stopped granting the award after the 1914 season. Cobb is behind the wheel of the car on the right. (Photo: National Baseball Hall of Fame Library, Cooperstown, NY)

team's caps and socks, was out, and "Naps," short for "Napoleon," was in. He was that beloved.²

But all this was before Cobb. The "Georgia Peach" joined the Tigers as a rookie in 1905 and won the batting championship in 1907, 1908, and 1909, displacing Lajoie as the league's best player. Unlike Nap or Larry, as he was sometimes called, Cobb had been quickly stigmatized as a fierce ballplayer with unbridled competitive juices. "Baseball is a red-blooded sport for red-blooded men," he asserted. Even as a young player, Cobb's temper was legendary. He made few friends, clashed with teammates and opponents alike, and transformed every indignity, real or imagined, into an incident fraught with the potential for violence. Pop psychologists, aware that Cobb hailed from rural Georgia, postulated that he saw baseball as nothing less than a continuation of the Civil War. In 1910, the battle between these two stars was joined again, but this time the stakes involved more than simple prestige. The newly established Chalmers Motor Car Company had decided on a grand publicity stunt, awarding the batting champion in each league a new car, a Model 30, one of its best. Very few Americans owned cars in 1910. To win one retailing for about \$1,500 would be a treat indeed.³

Both players hit very well throughout the 1910 season. On July 9, Lajoie led the league with a .399 batting average while Cobb trailed at .377. The possibility that

he might finish second infuriated him. Cobb grouched at his fellow Tigers, sometimes reported late to the ballpark, and more than once refused to play at all. Despite this petulance, his average remained steady and he closed the gap. In early September, Lajoie's average had fallen to .372, and Cobb was only .008 behind. After that, the race for the Chalmers got even tighter.

Exactly how tight was uncertain. Ban Johnson, founder and president of the American League, ran his operation with an iron hand, but the idea of accurate, up-to-date statistics issued daily by the league office was still in the future. Since newspapers were free to print their own calculations, a close race for a batting championship could be confusing. Papers in league cities might also be willing to skew their figures just a bit to favor a hometown player. So what actually happened during the last weeks of September and the first few days of October was a matter of some dispute.

What we do know is this: Cobb had a great September at the plate. The Tigers concluded their season in Chicago against the White Sox, and when Cobb went 4-for-7 on Thursday, October 6, and Friday, October 7, he thought he was comfortably ahead of his rival. Somewhat uncharacteristically, he took the last weekend of the season off, declining to play on Saturday, October 8, and Sunday, October 9. Instead, he boarded a train for Philadelphia



Cobb behind the wheel of his new Chalmers. (Photo: National Baseball Hall of Fame Library, Cooperstown, NY)

to join a gathering of American League stars that would help prepare the Athletics for the World Series against the Chicago Cubs.

Was Cobb's lead secure? After Lajoie went just 1-for-4 in Saturday's game against the Browns, most people thought so. The *St. Louis Post-Dispatch* put Cobb's average at .382 and Lajoie's at .377, reasoning that "If he [Lajoie] is up eight times in the two Sunday games, and makes six hits out of eight tries, he still will be but .3817, a little short of Cobb's figures."⁴ The *Cleveland Plain Dealer* agreed. It had Cobb at .383 and Lajoie at .378. "To pass Cobb in the unofficial averages," the paper said, "he [Lajoie] will be forced to make at least six hits in eight times at bat or seven hits in nine times at bat . . . but that is scarcely possible." Or was it?⁵

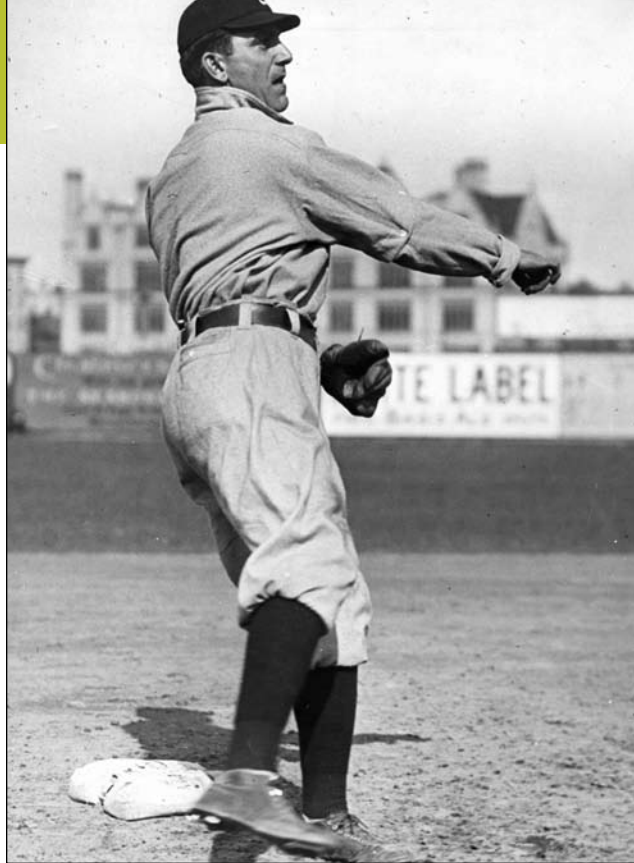
Hitting fourth for Cleveland in the first game of the Sunday doubleheader, Lajoie came to bat in the first inning. Facing rookie pitcher Albert (Red) Nelson, a Cleveland native born Albert Horazdovsky, he lined a pitch over the head of centerfielder Hub Northen, also a rookie, and wound up on third with a triple. Thereafter, for the rest of the day, the Browns "adjusted" their defense. Third baseman John (Red) Corriden, yet another rookie, played uncharacteristically deep, well behind the bag. The *St. Louis Globe-Democrat* put it succinctly: "Every time Lajoie stepped up to the plate, Corriden walked almost



Ty Cobb, known as the "Georgia Peach," was in the first group of players inducted into the newly formed Baseball Hall of Fame in 1936. (Photo: National Baseball Hall of Fame Library, Cooperstown, NY)

John "Red" Corriden (1887-1959) played third base and shortstop for three teams, batting a mere .205, before spending the next four decades as a coach, scout, and (briefly) manager. He died in 1959 watching the Los Angeles Dodgers and Milwaukee Braves playing in a best-of-three playoff after having finished the season tied for first place. (Photo: National Baseball Hall of Fame Library, Cooperstown, NY)





Lajoie ranks among the best second basemen of the century. He was inducted in the Hall of Fame in 1937. (Photo: National Baseball Hall of Fame Library, Cooperstown, NY)

to the very edge of the grass. The Browns third sacker was virtually playing a short left field for him [Lajoie].” Acting perhaps on instructions from manager O’Connor, or perhaps not, Corriden invited one of the league’s best hitters to bunt, time and time again.⁶

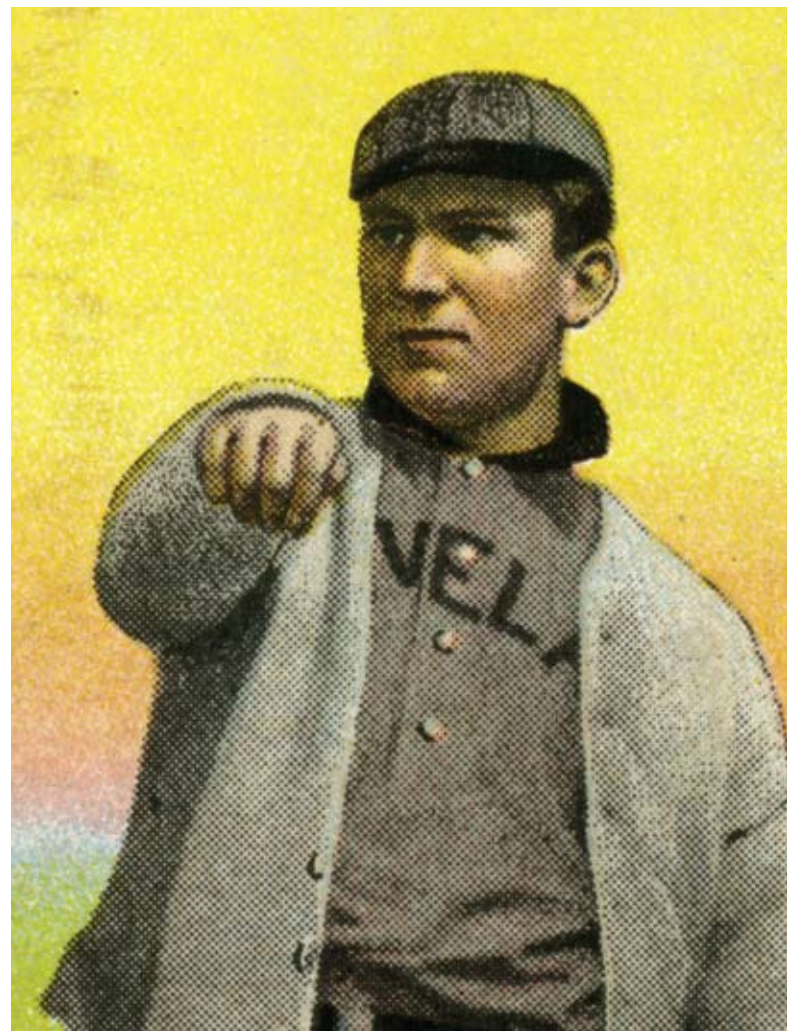
The results were fairly predictable. Lajoie came to bat eight more times on the day, and he laid down seven bunts. Corriden fielded all seven but never got an out. The official scorer credited Lajoie with six hits and one sacrifice when Corriden threw wide to first in the third inning of the second game. The only time Lajoie did not bunt, he hit a ground ball to shortstop Bobby Wallace, and he beat that one out too. Thus, Lajoie went 4-for-4 in the first game (three bunt singles and a triple) and 4-for-4 in the second (a sacrifice does not count as a time at-bat) or 8-for-8 for the day. He had done it. The Chalmers was apparently his, and the Sportsman’s Park crowd was ecstatic.

But had the Browns played fairly? Had their defense respected the game, or had manager O’Connor’s presumed orders benefited Lajoie unethically? Should the Chalmers really be his? Ty Cobb, after he learned what had happened, voiced no objection. Seven of Cobb’s teammates, though, showed where their feelings lay. They sent Lajoie a congratulatory telegram. The *Plain Dealer* called him “the champion batsman of America,” but admitted that his “triumph is tinged with a charge of illegitimacy.” St. Louis newspapers pulled no punches. The headline in the *Post-Dispatch* read: “BASEBALL GETS BLACK EYE WHEN BROWNIES PULL.” The *Globe-Democrat* agreed: “POOR EFFORT OF ST. LOUIS PLAYERS TO CUT OFF HITS CAUSES [LAJOIE] TO

MAKE EIGHT AND DEVELOPS OPEN SCANDAL.” The *St. Louis Star* was even blunter: “IN ‘FIXED’ GAME BROWNS LOAF AND LET LARRY WIN.” Somewhat astoundingly, the loudest protest came from Lajoie himself. He complained that the official scorer had called that one bunt a sacrifice. “I should have had nine safe drives put to my credit in that many trips to the plate,” he groused.⁷

The season thus came to an end, but the controversy did not. Ban Johnson sprang into action. He wore two administrative hats in baseball’s hierarchy, and he donned both simultaneously. As chairman of the three-man National Commission, the governing body for the major leagues, he announced an immediate end to awards like the Chalmers. As league president, he declared that no one would know for sure who had won the batting title until league secretary Robert McRoy completed his review of the statistics for the entire season, a process that would take several weeks. Johnson met with Browns President Robert Lee Hedges in the league’s Chicago office on Tuesday, October 11. Hedges had watched the doubleheader on Sunday, and he had left after the second game without saying even one word to O’Connor. After conferring with Johnson, Hedges stuck by his club. According to the *Globe-Democrat*, “the Mound City

This was one of no fewer than five poses of Lajoie featured on American Tobacco baseball cards printed in the three seasons surrounding the Lajoie-Cobb batting race. (Photo: National Baseball Hall of Fame Library, Cooperstown, NY)



magnate supported King Larry, asserting that the latter was entitled to each and every one of the eight hits credited to him According to Hedges, infielder Corriden played way back on the grass every time Larry went to bat, as if fearful lest the Cleveland slugger might line drive in his direction.”⁸

Johnson also summoned Corriden and O’Connor to his office to explain, from their points of view, exactly what had happened during the games in question. Did the Browns act in a way that favored Lajoie in the batting race? Had O’Connor ordered Corriden to play unusually deep? If so, did this instruction violate the spirit of fair play that underlies baseball’s rules? Johnson met with the

pair on successive days. After interviewing the rookie third baseman, he exonerated him. “I found that Corriden had a perfectly logical and, as I believe, an absolutely truthful explanation of the reason why Lajoie made so many hits,” Johnson said. “There has been some misrepresentation over the character of the hits. One that was represented as a bunt was a low drive which it would have been dangerous to field. Others were cleverly placed bunts that a veteran fielder would have difficulty in getting and a player new in major league company might be excusable for missing them.” Johnson concluded, “I give Corriden a clean bill and do not think any suspicion of blame should attach to him.”⁹

WHO WON THE BATTING TITLE?

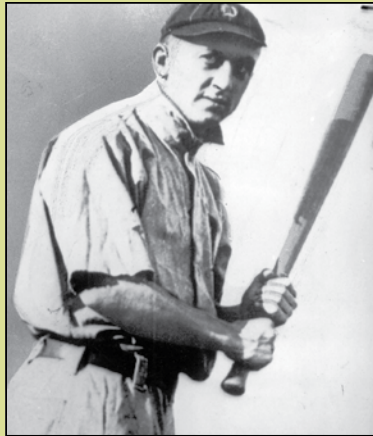
After Lajoie went 8-for-8 on the season’s last day, most observers believed that he had raised his batting average enough to pass Cobb and win the batting title. Compiling the official statistics for the American League was the responsibility of league secretary Robert McRoy, but before he had a chance to finish his calculations, league president Ban Johnson upstaged him. He issued a report on October 16, just a week after the season ended, in which he said, “A thorough investigation has satisfied me that there is no substantial ground for questioning the accuracy of any of the base-hits credited to player Lajoie of the Cleveland club” But then Johnson dropped a bombshell, finalizing Lajoie’s average at .384095 and Cobb’s at .385069. “We will certify,” he said, “that Cobb has a clear title to the leadership of the American League batsmen for 1910 and is therefore entitled to the Chalmers”

How could this be? How had Lajoie’s 8-for-8 not been good enough? In fact, McRoy’s official statistics would have given the Clevelander the title except for a complex bookkeeping error. Here’s how that happened. For each player in the league, McRoy maintained ledger sheets recording all offensive and defensive statistics accumulated on a day-by-day basis. When McRoy did his review of Detroit’s games, he believed he discovered a game that had been omitted from the ledger sheets for every Tiger. Detroit had played a doubleheader on September 24 followed by a single game on September 25. The clerk who entered these three games did so incorrectly, listing them as a single game on the 24th and a doubleheader on the 25th. McRoy apparently saw only one game for the 24th on the ledger sheets, so he ordered the clerk to add in the second game of the doubleheader without seeing that it was already there, albeit in the wrong place.

Cobb had come to bat three times in the second game on September 24 and gotten two hits. This extra—and

incorrect—2-for-3 was enough to push Cobb back in front of Lajoie, .385 to .384, despite the 8-for-8. That’s what prompted Johnson’s proclamation, and that’s how the record stood for seven decades.

In the late 1970s, a group of independent baseball researchers led by statistician Pete Palmer reviewed these handwritten data while inputting them into computers. They discovered the extra Detroit game and Cobb’s incorrect 2-for-3. But they also found a more mysterious error. At some point, the extra game had been crossed out for every Tiger—except Cobb. Had McRoy discovered his own mistake and corrected it? If so, when? Did Johnson order that Cobb’s two extra hits be retained as a way to redress what had happened in St. Louis? Or was the clerical error not found until later, perhaps as the statistics were being prepared for publication? No one knows. Palmer told *The Sporting News*, then



an authoritative baseball weekly, what he had discovered, and *TSN* approached the Baseball Records Committee, a group whose job it was to review proposed corrections to supposedly final statistics. The committee discussed the Cobb-Lajoie situation in December 1980, but Commissioner Bowie Kuhn announced that the records would not be revised. “While we appreciate the devotion of various statisticians in researching this case,” Kuhn said, “the league presidents and I have determined that the recognized statistics on Cobb and Lajoie in 1910 should be accepted. . . . The passage of seventy years, in our judgment, also constitutes a certain statute of limitations as to recognizing any changes in the records with confidence of the accuracy of such changes.”

Baseball researchers are not bound by any such folly as a statute of limitations on the search for statistical truth. Today’s baseball record books deftly list Cobb as the recognized batting champion (.383) but Lajoie as the statistical leader (.384). The Chalmers Company was equally adroit, deciding to give a car to both players. This decision pleased Cobb, but not Lajoie. He accepted his car only after his wife insisted he do so.

Looking ahead to his meeting with the manager, Johnson seemed willing to bring the entire matter to a swift conclusion. "From all the testimony I have been able to secure, all of which agrees with that of Corriden, I think that O'Connor can give explanations which should satisfy the most prejudiced fan that there was no intentional wrongdoing." Indeed, after Johnson spoke with O'Connor on the following day, he cleared him, too. According to the *Post-Dispatch*, "He [O'Connor] told the League executive that every man on the Brown team was out to win in last Sunday's game[s]. He added that Corriden played every ball as he should and that there was no collusion. The League president was apparently impressed that everything

was on the square ... At the conclusion of the interview, Johnson announced that he was convinced that the Browns manager did not intentionally give Larry a hit."¹⁰

Yet within hours, Hedges fired O'Connor. The *Post-Dispatch* printed the owner's lengthy statement in its entirety revealing, at least to some, its contradictory nature.¹¹

Hedges re-asserted O'Connor's dismissal in a letter dated November 29, 1910: "This is to confirm what you have understood for more than a month past, viz.: that the St. Louis American League Baseball Company has elected to terminate its contract with you as a member of the St. Louis American League Base Ball Club for the season of

STATEMENT OF ST. LOUIS BROWNS PRESIDENT ROBERT LEE HEDGES UPON FIRING MANAGER JACK O'CONNOR:

Since I have been connected with organized baseball, dating back to the year of 1902, the name of the club that I have directed has never directly nor indirectly been used in connection with any baseball scandal.

The closing games of the season last Sunday were attended by deplorable incidents. I deplore them as much as do any of the baseball patrons who witnessed the games, and I have not permitted them to go unnoticed. Much has been said in the newspapers, both at home and abroad, and nearly everyone has had his public say. I have made as careful and exhaustive an analysis and investigation of the situation as I believe is within my power.

I have not found the slightest evidence of crookedness in last Sunday's games. If I had, I would never stop until I succeeded in putting every man connected with it outside of the pale of organized baseball, even though it cost me every penny I possess. I want it distinctly understood that after a thorough investigation I am making no accusations of dishonesty of any kind against any one.

The vast majority of those who witnessed the games were partisans of Lajoie. They gave unmistakable demonstrations that could lead to no other conclusion. They wanted Lajoie to get hits. Lajoie got hits. The same public the very next day cried "Shame" to that which they the day before desired.

Baseball, while conducted by a private corporation, is at the same time a pastime sport of the public. No one ever committed anything crooked in baseball of recent years and no one has dared to attempt it. The man in the grand stand or the bleacher keeps his eyes fastened on every act of every player. Every "fan" knows the fine points of the game. You cannot fool him. Baseball is an open book. Every page is easily read and no suspicious act, however honest the player may be, should ever be permitted to besmirch it; and none will be, if within my power to prevent.

That is the reason that baseball today is the one clean sport for the amusement of millions. It is up to every club owner in every league to realize the responsibility

he owes to the sport-loving public. It is up to every club owner to keep the game clean and free from any taint of suspicion or scandal, and every player should recognize this. Fairness and openness in baseball are the secret of its success. Suspicion, gambling, crookedness, hippodroming or faking of any sort would be its downfall.

I am satisfied that there is no misconduct on the part of Manager O'Connor or player Corriden and that scout Howell did nothing wrong in asking the question of the official scorer; and yet, because there has been so much criticism in the newspapers, I have decided on the grounds, irrespective of any other reasons if I had any before last Sunday's games, to discontinue the services of O'Connor as manager or player, and of Howell as a scout or otherwise.

Corriden is still young in age and experience in the game. This is his second year in professional baseball. His judgment of play is not matured. I have seen him quoted as being afraid that he would have had his teeth knocked out if he played in on Lajoie. I have read interviews in which O'Connor is quoted as having said he instructed Corriden to play back. Why should this young Corriden, with a brilliant future before him, attempt anything which would bar him from public favor and consequently from organized baseball? Such a supposition is silly and absurd on its face.

The investigation has proven beyond a doubt that none are guilty of misconduct or dishonesty. But I positively will not permit anything to occur at my park, even though through error of judgment alone, that would allow the finger of suspicion to be pointed against anyone connected with the St. Louis Browns in any capacity.

As for O'Connor, he is hereby tendered his unconditional release. As for Harry Howell, no man ever worked harder for the success of the St. Louis Browns than he. He threw his arm out in the services of this club two years ago, and for that reason I have kept him in my employ and might have so continued him had it not been for the unfortunate notoriety given him.

R.L. HEDGES

Reprinted from the *St. Louis Post-Dispatch*, October 16, 1910

1911, and that you have been tendered your unconditional release.” We know this much is true because the letter was included in O’Connor’s petition when he filed suit against the Browns in the City of St. Louis Circuit Court on October 12, 1911, just a bit more than a year after the games in question. This case has come down to us as *John J. O’Connor v. St. Louis American Baseball Company, October Term 1911, Series A (No. 74234)*. After much legal to-and-fro, the case went to trial on May 12, 1913, with the jury rendering its verdict the same day. The Browns, who lost at trial, appealed to the St. Louis Court of Appeals, and the appellate case is now designated *O’Connor v. St. Louis American League Baseball Co., 193 Mo. App. 167, 181 S.W. 1167 (1916)*. Because of the work of dedicated public servants employed by the City of St. Louis and the Missouri State Archives, the case file for the original trial is retained permanently by the records manager for the circuit court, while the case file for the appellate judgment is part of the records of the state appellate court housed in Jefferson City. Both files are open to researchers.¹²

The two case files complement one another. The file for the original trial does not contain a transcript of witnesses’ testimony, but it does include a 28-page typewritten version of the Mandate of Judgment (the decision of the Court of Appeals). The appellate case file includes printed copies of the briefs for both the Browns and O’Connor and a printed copy of the “Appellant’s Abstract of the Record” (the transcript of the original trial). From these documents, we can determine exactly how this case proceeded and how it was decided.

O’Connor’s petition was rather straight forward. He declared that he had signed a contract in October 1909 to manage the Browns for two seasons, 1910 and 1911, at a salary of \$5,000 per season, that he had been discharged “without just cause or reason,” and that the St. Louis American League Baseball Club, “although often thereto requested, has failed, refused, and neglected to pay plaintiff the balance due under terms of said contract.” O’Connor asked the court to award him the \$5,000 he said the club owed him plus “his costs in this behalf expended.” Counsel for the defense filed a perfunctory answer on November 21, 1911, but it wasn’t until May 1913 that the case truly began to unfold. Even a century ago, the wheels of justice ground slowly.¹³

The Browns’ first answer was standard and automatic, a general denial signifying nothing: “Comes now the defendant in the above entitled cause and for answer to plaintiff’s petition herein denies each and every allegation therein contained.” It was their amended answer, filed on May 8, 1913, that contained the essence of the club’s intended defense. The Browns made two arguments. First, they alleged that O’Connor had signed a contract, “which expired on or about the 15th of October, 1910,” that is, a contract for one year, not two. Second, they declared that O’Connor had “failed to render faithful performance to the defendant of his duties under said contract.”¹⁴

The amended answer directly contradicted what Johnson and Hedges had said in 1911. It explained the

“keen rivalry” between Lajoie and Cobb in fine detail and then claimed that the plaintiff, who “was desirous of favoring the said Lajoie, . . . instructed one Corriden, who played the position of third baseman for the defendant club, to play so far back of his regular and ordinary position as third baseman as to allow the said Lajoie to make what are known as ‘base hits,’ which the said Lajoie could not and would not have made had it not been for said instructions by said plaintiff to said Corriden.” The answer continued, “By giving said instructions to said Corriden, the plaintiff violated his contract with the defendant and brought the game of professional baseball into disrepute in the City of St. Louis and throughout the country; and because of his unfaithful act under said contract, the plaintiff was given his unconditional release from the employment of defendant.” The Browns asserted that O’Connor was not under contract for 1911, but if he was, “which defendant denies, the conduct and behavior of said plaintiff as above set out forfeited his further right to employment by the defendant and entitled the defendant to dispense with the further services of the plaintiff.”¹⁵

Four days later, the trial began before a jury of twelve men (Messrs. Allard, Goerisch, Guest, Hartog, Hassbaum, Koerdt, Marsh, Mueller, Ralls, Reise, Rowberry, and Smith), the Honorable George C. Hitchcock presiding. The only witness for the plaintiff was Jack O’Connor himself. He testified that he and Hedges had signed a two-year contract, but his attorney, Horace L. Dyer, said that O’Connor did not have a copy. “It was not executed in duplicate,” Dyer said. Resolving this deficiency proved somewhat confusing. O’Connor’s original petition had included two typewritten pages, “as near as I could [to] what this contract called for,” Dyer said, but it was both incomplete and unsigned. Judge Hitchcock then asked the defense to produce the original contract, but the Browns’ attorney, George H. Williams, was unable to do that either. “We can’t find it,” he said. Instead, Williams delivered “the best thing I can,” an unsigned contract form with some blanks filled in and some clauses inked out to replicate, Williams said, the contract executed by club and manager. O’Connor testified that this approximation was accurate, and the court admitted it into evidence, even though Williams, who had produced it, objected.¹⁶

This perplexity aside, the version of the contract thus introduced as Plaintiff’s Exhibit B contained language that spoke to the heart of the case. Paragraph 1 defined O’Connor’s compensation, namely that “the said party of the first part [the Browns] agrees to pay unto second party [O’Connor] the sum of **Five Thousand Dollars** per season, **for 1910 and 1911.**” But Paragraph 2 defined the life of the contract, “beginning on or about the **1st** day of **April, 1910**, and ending on or about the **15th** day of **October, 1910**, which period of time shall constitute the life of this contract [boldface in original to indicate words and numbers handwritten in ink].” Thus, it seemed from the evidence that O’Connor and the Browns had signed a contract that was simultaneously a two-year contract and a one-year contract.¹⁷



So popular was second baseman Lajoie that Cleveland changed its team name from the Broncos to the Naps—its fifth team name in four seasons. The team became the Cleveland Indians in 1915. (Photo: National Baseball Hall of Fame Library, Cooperstown, NY)

Cross-examining O'Connor, Williams ignored the contract and bore in on the manager's conduct during the doubleheader:

- Q. What instructions did you give Corriden that day?
 A. I gave them all instructions to play back for Lajoie; my whole infield and outfield.
 Q. Had you given Corriden any special instructions that day?
 A. No, sir; I hadn't given Corriden any special instructions that day.
 Q. And Corriden played back for Lajoie?
 A. Yes, sir.
 Q. How far back?
 A. About eight feet.
 Q. You mean eight feet further back than the ordinary and regular position?
 A. Yes.¹⁸

Williams then asked O'Connor if he had instructed his pitchers to walk certain batters or hit them so that Lajoie could maximize his times at-bat. "No, sir," O'Connor said. He then continued, "I played that game of ball the same as any other game of baseball I was ever in in my life." Williams countered, "But suppose that you had arranged with your own pitchers to pass batters on the other team so as to get Lajoie up the greatest number of times?" O'Connor objected, "That was never done in baseball; I never heard of it."¹⁹

Dyer took the opportunity for re-direct examination. He asked his client, "Who has the reputation of being the hardest hitting batsman in baseball?" O'Connor replied, "Lajoie."²⁰

After a break for lunch, the defense began its case with testimony from Hedges, the Browns' owner. Williams

asked him what he did immediately after the conclusion of the doubleheader. "After the game was over, I immediately left the city—I was compelled to go away. Before I returned, I went to Chicago. I told Mr. Johnson how the game appeared to me." Williams asked, "Did Mr. Johnson, as president of the American League, give you any instructions in regard to Mr. O'Connor?" "Yes," Hedges answered, "he told me to get rid of O'Connor; he wasn't good for baseball."²¹

Dyer cross-examined Hedges and tried to ask him about the length of O'Connor's contract. Williams objected, saying "The contract was signed, and it speaks for itself," but Judge Hitchcock, aware that the contract before the court did not exactly "speak for itself," allowed Dyer to continue. He asked, "In regard to the seasons 1910 and 1911, in the first clause of the contract, who wrote that in the original contract, Mr. Hedges?" "I did," said Hedges. "I also wrote October 14 [*sic*], 1910, too, at the

Cigarettes weren't the only tobacco product promoted on the backs of baseball cards. Polar Bear chewing tobacco, "now and always will be the best scrap tobacco," carried this image of Nap Lajoie. (Photo: National Baseball Hall of Fame Library, Cooperstown, NY)

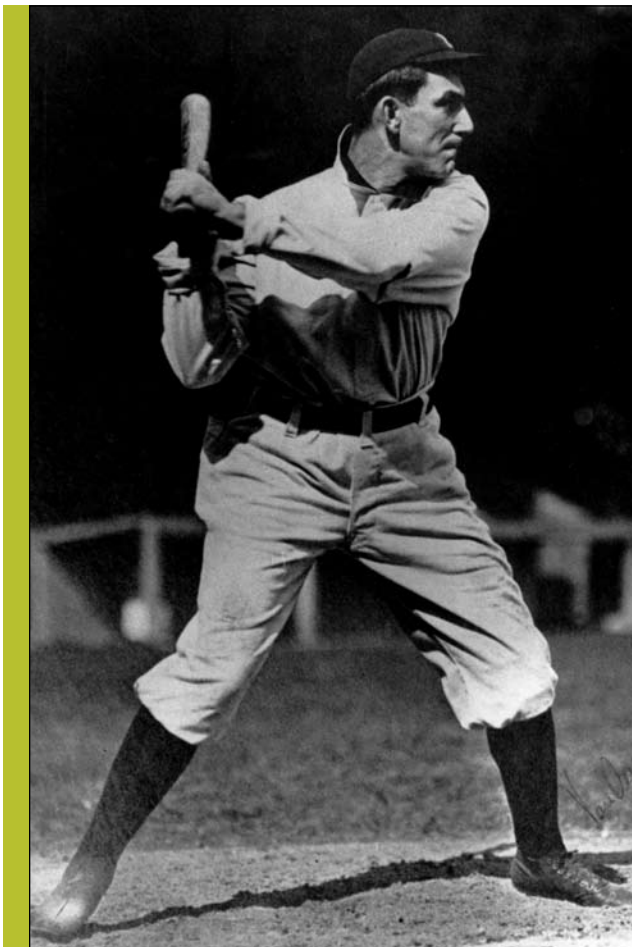


signing of the contract.” Dyer then asked if O’Connor had indicated to Hedges that he would not sign a contract unless it was for two years. “I don’t think he said that,” replied Hedges. “I think he wanted a two-year contract, but I don’t think he refused to sign a one-year.” Dyer continued, “Did you finally agree to give him a two-year contract with the team?” Hedges answered, “I gave him a contract which states in the body of that contract that the contract terminates on or about the 15th day of October, 1910. I gave him that contract.” Dyer persisted, “Why did you write in the first clause of the contract, ‘For 1910 and 1911’?” Hedges responded, “Why, the chances are it was a mistake.”²²

Dyer then asked Hedges if he had said anything to O’Connor after the doubleheader about the way the Browns had played the games. “I did not. No; I have nothing to do with the ball club on the field,” Hedges answered.²³

The next defense witness was Richard J. Collins, a newspaperman for the *St. Louis Republic* and the official

lajoie had a lifetime batting average of .338; he was one of only four players in the modern era to be intentionally walked with the bases loaded (the other three are Del Bissonette, Barry Bonds, and Josh Hamilton). (Photo: National Baseball Hall of Fame Library, Cooperstown, NY)



scorer for the second game of the doubleheader, but his testimony added little, if anything, to the Browns’ case. “There was a ball game played—nine innings of baseball,” Collins said. “I didn’t see anything out of the ordinary; they were playing ball; that is all I can recall about it.” A second sportswriter, Clarence F. Lloyd of the *Post-Dispatch*, added that “My recollection is that he [Corriden] played pretty deep during the second game.”²⁴

At this point, the defense introduced into evidence a deposition Corriden had given in St. Louis on April 19. At the start of the deposition, Dyer had objected to any questions about the game itself. O’Connor’s suit, he said, alleged that the Browns had breached his two-year contract, and testimony about the games was “incompetent, irrelevant, and immaterial.” Williams countered that O’Connor’s conduct under the contract was relevant, and the commissioner handling the deposition allowed the questioning to proceed. Corriden said that his manager had told him to play back for Lajoie, “back to the edge of the grass.” But in cross-examination, Dyer asked Corriden if O’Connor had told him to play back for others on other teams. Corriden said, “Yes, sir.” Dyer then asked, “Do you think it was anything strange in Mr. O’Connor telling you to play back when Lajoie came up?” Corriden answered, “No, sir.”²⁵

Two fans at the doubleheader, Sidney Cook and Julius B. Croneheim, testified next. They said they had heard O’Connor instruct his pitchers to walk and hit various Cleveland batters and that O’Connor had upbraided Corriden for playing defense too aggressively. But Dyer, in cross-examination, questioned exactly what they had heard and whether they could be absolutely sure they could recognize O’Connor’s voice.²⁶

The plaintiff had deposed Ban Johnson in Chicago on May 8, and at this point, the defense introduced his testimony, even though it seemed to favor O’Connor. Johnson had written to O’Connor in February 1911, nearly three months after Hedges’ letter to O’Connor, saying that “I find upon investigation that you were not signed [for 1911] to manage the St. Louis ‘Browns,’” but Dyer had gotten Johnson to admit that managers’ contracts were not filed with the league office. Thus, said Johnson, “I couldn’t tell you the time or the amount of the contract,” and when Dyer asked, “You don’t remember if it was for one year or two years,” Johnson said, “I could not tell you.” Johnson’s conclusion that O’Connor was not signed for 1911 came from “some correspondence that I had with Mr. Hedges on the subject.”²⁷

In cross-examination, Williams asked about Johnson’s investigation that led, despite his public utterances, to his demand that the Browns discharge O’Connor. “Corriden said emphatically that O’Connor had instructed him to play back,” Johnson answered. “In my talk with O’Connor, he denied that he had instructed him to that effect.” In rebuttal, Dyer asked Johnson if third basemen on other teams also played deep for Lajoie. “No, I don’t think so,” was the answer. But when Dyer asked if it was a manager’s duty to position his players “where he thinks they will be able to make the best play,” Johnson said,

“Exactly.” At that point, the defense rested, but its case, one must say, seemed extremely tentative and confused.²⁸

Dyer offered one rebuttal witness, recalling O’Connor to the stand. He refuted Sidney Cook’s claim that he had ordered his pitchers to walk or hit any batters, and he contradicted Cook’s assertion that he had criticized Corriden’s fielding. O’Connor also repeated that he and Hedges had talked about the length of the contract before it was signed and that they had agreed on two years. He gave details of their conversation. “Why,” asked Hedges, “do you want a two-year contract?” O’Connor replied, “Your club is way down, and it [one year] would not give me a chance—by taking a one-year contract it would not give me a chance to show what I could do.”²⁹

After the conclusion of all the testimony, Judge Hitchcock gave his instructions to the jury. If they found that O’Connor and the Browns had signed a two-year contract and that O’Connor had been fired “without just cause or reason,” the verdict must be for the plaintiff. The burden, said the judge, is on the defendant to prove that O’Connor “was desirous of favoring Lajoie.” If they found that Lajoie was such a superior batter that O’Connor had exercised his best judgment in ordering his fielders to play deep, the verdict must be for the plaintiff. However, Hitchcock continued, if the jury found that O’Connor had instructed Corriden to play deep “as to allow the said Lajoie . . . to make what are known as base hits . . . and that as a result of the giving of said instructions to said Corriden . . . Lajoie succeeded in making base hits which otherwise he would not have made . . . then you should find that the acts of the plaintiff were in violation of his duty to the defendant . . . and your verdict should be in favor of the defendant.”³⁰

The members of the jury deliberated for just a bit more than thirty minutes and decided the case for O’Connor. We do not know the substance of their discussion, but it is reasonable to suggest that they were unconvinced that Hedges, who had been unable to produce the original contract, had signed O’Connor for one year only and were uncertain that O’Connor had done anything wrong in managing his club on that October day. Or perhaps they rebelled at the high-handed authority Johnson had exercised when he ordered O’Connor fired. Or perhaps the jurors were simply happy that Lajoie had gotten the hits he had, irrespective of how that happened.³¹

The Browns moved for a new trial, which was denied, and then filed an appeal on September 8, 1913. The appellant’s brief listed twelve alleged errors arising from the original trial, but the gist of its argument was two-fold: first, that the weight of the evidence introduced at trial, especially the testimony of Sidney Cook, proved that O’Connor was fired for good and sufficient cause; and second, that the contract signed by O’Connor and Hedges was so full of mistakes that the court should have regarded it as defective and, therefore, inadmissible.³²

Dyer’s brief to the appeals court answered both allegations. He argued that “the right to discharge . . . is for the jury” to decide and that the signed contract was ambiguous, not defective, that it was admissible, and that



Ban Johnson (1864-1931) founded the American League as a second major league as a contrast to the rough-and-tumble National League. Johnson left the league as its president after the 1927 season, when he battled Baseball Commissioner Kenesaw Mountain Landis over Landis’ granting amnesty to Ty Cobb and Tris Speaker for alleged game-fixing in 1919. (Photo: National Baseball Hall of Fame Library, Cooperstown, NY)

Baseball cards like these of Ty Cobb and Napoleon Lajoie from 1909-1911 helped promote the “national pastime.” These were distributed through purchases of tobacco products by American Tobacco, a trust broken up by the federal government in 1911. (Photo: National Baseball Hall of Fame Library, Cooperstown, NY)



the jury had the power to decide what it meant. Further, he wrote that “It is an elementary rule of law that if two clauses of a contract are so totally repugnant to each other that they cannot stand together, the first shall be received and the latter rejected.” In other words, the paragraph setting the length of the contract at two years should be accepted, while the paragraph giving its expiration after one season should be ignored.³³

The court of appeals did not file its opinion until January 4, 1916, more than five years after the doubleheader in question. The court ruled, 3-0, for O'Connor. On the question of O'Connor's conduct, the decision said, "There is no substantial evidence that plaintiff was desirous of favoring Lajoie in his contest for batting honors over Cobb" and so there was no good cause for O'Connor's discharge. The justices then addressed the conflicting clauses in the contract. The court said:

It is to be remembered that this contract was drawn up by the president of the defendant corporation, and, as in all like cases, is to be construed most strongly against the person drawing it. The question then is, which of these clauses is to control? Both cannot stand together. We are not without what we think conclusive authority on this question. . . . If the agreement in the prior clause is antagonistic to the agreement in the later clause, one must yield to the other. But it is a well-settled principle of construction that if two clauses are repugnant, and cannot stand together, the first will stand and the last will be rejected.³⁴

Finally, the appeals court drew this conclusion:

If plaintiff was not then under contract for the season of 1911, why go to all this trouble and expense, for Johnson says he paid the expenses of O'Connor and the others to get them to Chicago, to inquire into the conduct of O'Connor in a season which had ended? There is no pretense that this inquiry was with a view to employ O'Connor for another season; it was to determine whether his then contract for the season of 1911 should remain in force. . . . If the contract of employment ended with the season of 1910, all this was uncalled for. . . . By its course of conduct alone, if for no other reason, defendant put a construction upon the contract by which it is bound.³⁵

The Browns had lost at trial and had not been vindicated in the appeal. The last item in the case file indicates that on May 24, 1916, the judgment against the Browns was satisfied. O'Connor got his \$5,000, but he never again managed in the major leagues.³⁶

NOTES

¹ O'Connor's major league statistics can be found at <http://www.baseball-reference.com/players/o/o%27conja01.shtml>. His minor league statistics can be found at <http://www.baseball-reference.com/minors/player.cgi?id=oconno006joh>. His statistics as a manager can be found at <http://www.baseball-reference.com/managers/o%27conja01.shtml>. On the history of the Cardinals in the 1890s, see Frederick G. Lieb, *The St. Louis Cardinals: The Story of a Great Baseball Club*, Reprint (Carbondale and Edwardsville: Southern Illinois University Press, 2001), 21-23.

² The best biography of Lajoie is J. M. Murphy, "Napoleon Lajoie: Modern Baseball's First Superstar," *National Pastime*, Spring 1988.

³ Charles C. Alexander, *Ty Cobb* (New York: Oxford University Press, 1984), especially chapters 1-6.

⁴ *St. Louis Post-Dispatch*, October 9, 1910.

⁵ *Cleveland Plain Dealer*, October 9, 1910.

⁶ *St. Louis Globe-Democrat*, October 10, 1910.

⁷ *Cleveland Plain Dealer*, October 10, 1910; *St. Louis Post-Dispatch*, October 10, 1910; *St. Louis Globe-Democrat*, October 10, 1910; *St. Louis Star*, October 10, 1910;

⁸ *Cleveland Plain Dealer*, October 11, 1910; *St. Louis Globe-Democrat*, October 12, 1910.

⁹ *St. Louis Post-Dispatch*, October 14, 1910.

¹⁰ *St. Louis Post-Dispatch*, October 16, 1910.

¹¹ *Ibid.*

¹² Hedges' letter to O'Connor is in the case file for *John J. O'Connor v. St. Louis American Baseball Company*, October Term 1911, Series A (No. 74234).

¹³ *Ibid.*

¹⁴ *Ibid.*

¹⁵ *Ibid.*

¹⁶ *Ibid.*; case file for *O'Connor v. St. Louis American League Baseball Co.*, 193 Mo. App. 167, 181 S.W. 1167 (1916).

¹⁷ Case file for *O'Connor v. St. Louis American Baseball Co.*, 193 Mo. App. 167, 181 S.W. 1167 (1916).

¹⁸ *Ibid.*

¹⁹ *Ibid.*

²⁰ *Ibid.*

²¹ *Ibid.*

²² *Ibid.*

²³ *Ibid.*

²⁴ *Ibid.*

²⁵ *Ibid.*

²⁶ *Ibid.*

²⁷ *Ibid.*

²⁸ *Ibid.*

²⁹ *Ibid.*

³⁰ *Ibid.*

³¹ *Globe-Democrat*, May 13, 1913.

³² Case file for *O'Connor v. St. Louis American Baseball Co.*, 193 Mo. App. 167, 181 S.W. 1167 (1916).

³³ *Ibid.*

³⁴ *Ibid.*

³⁵ *Ibid.*

³⁶ Case file for *John J. O'Connor v. St. Louis American Baseball Company*, October Term 1911, Series A (No. 74234).