

3. Provision of Services

3.1. **Definitions.** For the purposes of this section, each of the following terms has its assigned meaning:

3.1.1. “**Agreement**” means this American League Player’s Agreement, as amended from time to time.

3.1.2. “**Club**” means the American League.

3.1.3. “**Jackson**” means Shoeless Joe Jackson.

3.1.4. “**Comiskey**” means Charles Comiskey, owner of the White Sox.

3.2. **Hiring of Jackson.** By executing this Agreement, the Club hires Jackson to play baseball in accordance with this Agreement.

3.3. **Quality of Services.** During the term of this Agreement, Jackson shall

3.3.1. Render his best services as a baseball player at such times and places [as the Club shall designate]; and

3.3.2. Keep himself in the best possible physical condition.

3.4. **Exclusivity.** Except as provided in this Agreement, Jackson shall not play in any game or exhibition of any athletic sport at any time.

4. Suspension.

4.1. **Right to Suspend.** If Comiskey determines that Jackson has breached either or both of Sections 3.3 and 3.4, Comiskey may suspend Jackson without pay, by written notice, until Comiskey determines that Jackson is ready, able, and willing to resume his services in accordance with this Agreement.

4.2. **Effective Date of Suspension.** If Comiskey suspends Jackson under section 4, the suspension is effective when Jackson receives the notice stated in section 4.

5. Termination.

5.1. **Right to Terminate** If Jackson has breached either or both of sections 3.3 or 3.4, Comiskey may terminate this Agreement by written notice to Jackson.

5.2. **Effective Date of Termination.** If Comiskey terminates this Agreement under section 5, the termination is effective when Jackson receives the notice stated in section 5.1.

5.3. **Consequences of Termination Under Section 5.** On termination of this Agreement under section 5, neither party has any further rights or obligations under this Agreement.

Comment [1]: Section is too narrow. It would apply only to Section 3. The definitions need to apply throughout the agreement.

Comment [2]: Not the club who hired Jackson but the Owner.

Comment [3]: Sentence format for tabulation, so what should be the capitalization of the first word of each enumerated item?

Comment [4]: This is one of the exceptions to the rule that shall is correct if preceded by a party. The bracketed language establishes a circumstance, so shall is wrong. This can be tested. If shall is replaced with “is obligated” the provision doesn’t make sense. The Club is not obligated to make designations. Should be present tense.

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Comment [5]: The original provision also provided for exceptions made by the League. As that is a business change, it would be something that should be in your memo.

Comment [6]: Issue: Comiskey making the determination v. flat statement of breach. Maybe that makes sense for Section 3.3, but what about 3.4?

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Comment [7]: “Section” is always capitalized.

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Comment [8]: Jackson should get paid.

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