Judge Makes Decision; Penalty Unprecedented.

RULING WILL BE FOUGHT

Court Attack Likely to Be Based on Authority for Such Drastic Action Being Taken.

(Continued From First Page.) eograph. It is accompanied by 22 other mimeographed pages containing evidence in the case, in the form of letters and telegrams, on which the commissioner says he bases his decision.

The question, of course, arises as to what Klepper and Brewster will do about it, and the effect on the Portland club of their action, whatever it may be.

Klepper to Fight Decision.

Klepper last night declared most emphatically that he will not submit to what he termed "the astounding decision of Judge Landig" without a fight to a finish. He said he not only will carry the case to the Pacific coast league, but to the courts as well. He asserted that Judge Landis has exceeded his authority, even the almost unlimited powers conferred upon him as high commissioner of baseball in such accommissioner of baseball, in such action as to declare a club owner in-

eligible.

As a starter in his defensive fight
Mr. Klepper telegraphed the owners
of all the other Pacific coast league

that brought the whole case to the
attention of Judge Landis as high commissioner. Ordinarily Judge Landis
would have had no connection with clubs asking them to direct President the case, as the judge primarily is McCarthy to call a special lengue the governing head of the two major meeting at San Francisco next Friday leagues, though with jurisdiction unat which the case may be discussed, particularly its far-reaching effect in establishing, if not disputed, arbitrary power for the judge over every minor league owner in baseball—power far beyond that conferred on him by the proportion of the National beyond that conferred on him by the proportion of the National beyond that conferred on him by the proportion league are reached the proportion of the National beyond that the proportion of the National beyond that the proportion is the proportion of the National Appeal is Withdrawn. This was last January. Kenworthy shortly afterward withdrew his appeal, which he never had made in major-minor league agreement, the governing code of minor league base-

Authority Held Exceeded.

The first point on which the Portland baseball club will attack the legality of the Landis decision will be that the commissioner has exceeded his authority under baseball law in taking such drastic and hitherto unprecedented action as the barring of club owners from baseball.

club owners from baseball.

Furthermore, as a basis for court action, is the point that his decision. A further complication appeared at the effect of which carried out would about this time. Walter McCredie, the effect of which carried out would be to force Klepper and Brewster out of baseball and the sacrifice of the property interests as stockholders in the Portland club. That seems to come under the head of depriving them of property rights without due the sacrification of the Scattle club but then manager and half owner of the club, but then manager of the Scattle club to the time the sacross of law.

when the judge a month ago was atill withholding his decision as to the status of Kenworthy, and before Mr. Klepper, Mr. Brewster, Mr. Moser and Mr. Kenworthy had gone to Chicago Mr. Kenworthy had gone to Chicago to present their side of the case to the judge, he was asked by Mr. Moser to ounce on what section of baseball he based his jurisdiction.

Stock Purchase Denied.

Agreement Basis of Decision.

He telegraphed back that he based it on Article I Section 2 of the majorminor league agreement. That section reads as follows:

In case conduct detrimental to baseball is charged, alleged or suspected, the commissioner shall have jurisdiction to investigation.

Stock Purchase Denied.

This statement resulted in the most Landis decision of property—the own-ership of Krug—without due process of law.

Action in court probably would have to be taken in Chicago, and on the without due process of law advanced first \$2000 and later \$2000 would be brought before a federal indeed.

Stock Purchase Denied.

This statement resulted in the most Landis decision of property—the own-ership of Krug—without due process of law action in court probably would have to be taken in Chicago, and on the without due process of law action in court probably would have lis explanation was confirmed by the purchased stock. He explained, and the purchased stock are all and club and c

ment and statements by Klepper and
Brewster, the truth of which Judge
Landia disputes, signed as manager
with a side agreement under which
he was to be unconditionally released
if he failed to come to terms at any
when President McCarthy of the Coast

That penalty was up to now the
was up to now the if he failed to come to terms at any later time with the Scattle club as manager.

Bitter Feeling Develops.

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Bitter feeling develops.

Bitter feeling developed late in the year between James R. Boldt, prin-cipal stockholders of the Seattle-club, and President Klepper and Vice-President Brewster. The upshot was that they got out of the club and

Shortly afterward Walter McCredie should be null and of no effect, and man can say.

PROMINENT PACIFIC COAST BASEBALL FIGURES WHO ARE AFFECTED BY JUDGE LANDIS' DECISION IN KENWORTHY CASE.



writing, but in the meantime he had

Stock Purchase Denied.

Judge Is Seen Personally.







-William H. Klepper, president of the Portland club; Judge Landis; James R. Brewster, former president of the Scattle club and now vice-president of the Portland club. Below-Bill Kenworthy, ex-manager of the Scattle club, who was signed this season to manage Portland Beavers, and storm center of the whole case; Marty Krug, who was traded to Scattle by Portland in exchange for Kenworthy and later sold by Scattle to Chleago

the draft had passed through his were reinstated, the ground could be taken in court action that the Port-land club had been deprived by the

In case conduct detrimental to baseball is charged, alleged or suspected, the committeioner shall have ignification to invite the committeioner shall have ignificant to the committeioner shall have ignificant to be shall asked in the case of a player, a declaration in the case of a player, asked of the profit and control of the committeioner may lake the form of papers were about to be signed of the portion of the committeioner may lake the form of papers and the furnishes the basis for the attack the Portland baseball club will have ease of a player, a declaration of the papers of the garden of the profit of the papers of the garden of the papers of the garden of the profit of the papers of the garden of the papers of t

bunishes the basis for the attack the Portland baseball club will make on the decision insofar as it affects Mr. Klepper and Mr. Brewster, reads as follows:

Section 3—Punitive action by the commissioner may take the form of public reprimand, and in the case of a player, a declaration of temporary or permanent ineligibility to play for any club related to any of the parties hereto.

Under that section even the power of Judge Landis as caar of baseball would be limited to reprimanding Klepper and Brewster, though he is empowered to declare Kenworthy, a player, incligible for any notation.

Landis Forbids Trade.

The next step in the case, made shortly before the training season between the fact that by declaring ineligible klepper and Brewster, principal stockhoiders of the Portland baseball club, the per and Brewster, principal stockhoid-and the whole incident forgoiten when Judge Landis intervened by tellows.

Ent later, after both the Portland and Seattle clubs bad gone to training camp, Judge Landis gave permission for the trade to be consummated.

The next step in the case, made fact that by declaring ineligible klepper and Brewster, principal stockhoiders of the Portland baseball club, the per and Brewster, principal stockhoid-art that by declaring ineligible klepper and Brewster, principal stockhoid-art that by declaring ineligible klepper and Brewster, principal stockhoid-art that by declaring ineligible klepper and Brewster, principal stockhoid-art that by declaring ineligible players.

Still another angle as a basis of the fact that by declaring ineligible players.

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Still another angle as a basis of the fact that by declaring ineligible players.

Still another angle as a basis of the fact that by declaring ineligible players.

Still another angle as a basis of

player, ineligible for any period he may name. But Klepper and Brewster, not being players the Portiand club will aver, are plainly and indisputably out of the judge's power to punish except by reprimand.

Scattle Makes No Complaint.

The Scattle club, the supposedly infured party in any irregularity present, now earlied its even had complaint to the judge and the party in any irregularity present, now earlied its even had complaint to the judge and kenworthy eligible to play. Landis had given permission

Scattle Makes No Complaint.

The Scattle club, the supposedly infured party in any irregularity present player. The supposed by everybody, including the cliptical providing that it was dependent on a decision by Judge Landis gave permission. This was done, the trade agreement specifically providing that it was dependent on a decision by Judge Landis everity aside from the Klepper and Brewster aspects of the decision, which by their unexpectedness and severity now outshadow the Kenworthy players of it. The judge's punishment of kenworthy is far more drastic even than that which he inflicted on Babe Ruth, the home-run king.

Ruth, a member of the world cham.

jured party in any irregularity present, never made complaint to the judge, nor carried its case before him. The "Kenworthy case," involving the Scattle and Portland clubs of the Pacific coast league and the Chicago Nationals, has held the attention of the baseball world for many months. Its inception really dates back to early last year when Mr. Klepper was president of the Scattle club and William P. Kenworthy was manager and second baseman of the Scattle team. Kenworthy, on his own later statement and statements by Klepper and Brewster, the truth of which Judge

Shortly thereafter ruther bitter.

Bortly thereafter ruther bitters

Bortly thereafter ruther bitters

**Buth, a member of the world champlonship for Kenworthy, he was closed and Kenworthy eligible to play. Buth, a member of the world champlonship for Kenworthy, pending his decision, to train with the Portland club and when the season opened President McCarthy permitted him to play.

In the middle of the second week of the season, nearly seven weeks ago, while Portland was at Salt Lake, word came from Judge Landis that he would disregard the would do so against orders, where world when the season opened President him to play.

In the middle of the second week of the season, nearly seven weeks ago, while Portland was at Salt Lake, word came from Judge Landis that he would disregard the world was at Salt Lake, words are from Judge Landis that he would do so against orders, where the play is the play in the world champlon has been play in the world champlon has been play in the world champlon has been play.

Buth, a member of the world champlon has been play in the world and play ball team, violated an old and never the when the season opened President him to play.

Buth the addition many heart he was to be consulted an old and never the play in the will be the season opened President him to play.

Buth the addition many violated an old and never the play in the play in the will beam. Violated an old and never the play is the play in the will be

most severe ever imposed on a base-bail player, but in his treatment of Kenworthy Landis has been far more severe even than that. Yet Kenworthy Bitter feeling developed late in the year between James R. Boldt, principal stockholders of the Scattle club, and President Klepper and Vice-President Brewster. The upshot was that they got out of the club and Boldt himself became its president. Shortly thereafter Klepper, Brewster and ment as a soo at see, who include many prominent Portland men, bought the Portland franchise from Judge W. W. and Walter H. McCredie.

Roldt at first made a verbal agreement, according to Kenworthy's later testimony, with him (Kenworthy) that he was to continue as manager for another year. This agreement rever was ratified.

Judge Is Seen Personally.

About four weeks ago Mr. Klepper, worthy has now been out of the game under suspension for eight weeks, and even should Klepper and Brewster gide of the case to Judge Landis. They were joined there by Kenworthy, who in the meantime had been directed by a telegram by Judge Landis to come to Chicago, with the gignificant statement that his "baseball future" depended on his coming.

The four discussed the case with Judge Landis for seven hours. At the end of that time he assured them that an early decision would be made. It now comes nearly a month later. never defied Judge Landis.

for another year. This agreement never was ratified.

Kenworthy Appeals Case.

Kenworthy later wrote Klepper regarding his contract with Seattle and Klepper, giving as his reason that he fully believed Kenworthy to be a free agent, advised him in more than one of Krug to Scattle. As the papers telegram to "hold out" until Seattle in the trade of Kenworthy and Krug should make him a "proper offer."

made. It now comes nearly a month later.

Any court action that may be taken by the Portland club unquestionably would take cognizance particularly of that each player should revert back of Kenworthy, has recovered and is raying remarkable ball. The club now is left not only without a manager, but if the Landis decision is the trade of Kenworthy and Krug should make him a "proper offer." specifically stated that the trade should be null and of no effect, and man can say.

LANDIS, IN DECISION, CHARGES DELIBERATE EFFORT AT FRAUD

Commissioner of Baseball Declares Enough Facts Brought to Light to Demonstrate Collusion-Complete Text Quoted.

steper and James accretory. At about this day accretory. At about this descretory at the portland club. Two or three ster W. J. Senworthy (Seattle are up to that time) filed an attended the contract of Kiepper, both by any and trivial analysis.

"Until conclusion my invertigation of a support of Kiepper, both by any and trivial analysis."

"Until conclusion my invertigation of a support of Kiepper, both by any and trivial analysis."

"Seattle Makes Repty."

"Until conclusion my invertigation of the received from you be a support of the formal contract, which Kiepper and the formal contract, which Kiepper and the formal contract, which Kiepper and the commission. It lepts the commission of the parties of the formal contract in the commission. It lepts in the commission of the record prented on appeal, it was perfectly apprinted. The commission of the record prented on appeal, it was perfectly apprinted to appeal to a free agent, whenever he and Seattle should fall to reach a secure of the proporting to the formal and the proporting to the formal and the proporting to the formal and the proporting to the proporting to the formal and the proporting to the formal appeal to the proporting to the propor

THE COMPLETE text of Judge Landis' decision in the Kenworthy case, the salient features of which are summarized elsewhere, here follows. Accompanying the decision, which fills three and a half pages of mimeographed type, are 22 other pages of less and each other do anything you a letter to had undoubtedly occurred. Accordingly, he was informed that the consistence in the case. Here is the text of the decision itself.

In re PLAYER KENWORTHY. About the middle of October, 1921, W. H. Klepper and James Brewster retired from the Seattle club, of which for two years they had been prostident and secretary. At about this time they obtained an option to purchase the Portland club. Two or three days later W. J. Kenworthy (Seattle manager up to that time) filed an application to he declared a free days later W. J. Kenworthy (Seattle manager up to that time) filed an application to he declared a free days later W. J. Kenworthy (Seattle manager up to that time) filed an application to he declared a free days later W. J. Kenworthy (Seattle manager up to that time) filed an application to he declared a free days later W. J. Kenworthy (Seattle manager up to that time) filed an application to he declared a free days later W. J. Kenworthy (Seattle manager up to that time) filed an application to he declared a free days later W. J. Kenworthy (Seattle manager up to that time) filed an application to he declared a free days later W. J. Kenworthy (Seattle manager up to that time) filed an application to he declared a free days later W. J. Kenworthy (Seattle manager up to that time) filed an application to he declared a free days later W. J. Kenworthy (Seattle manager up to that time) filed an application to the same filed and the declared a free days later W. J. Kenworthy (Seattle manager up to that time) filed an application to the same filed and the filed and the declared a free days later W. J. Kenworthy (Seattle manager up to that time) filed an application to the same filed and the filed and the filed and the filed and the fil

while there were many facts which isscredited it.

Up to the time this letter was thus disclosed, no owner of an interest in the Seattle club, except Klepper and Brewster (each of whom held one share of the 2000 shares of stock), know or had ever heard of its existence. Even Rivers, the business manager of the Seattle club, who traveled with the team throughout the season and was in lose, intimate relation with Kenworthy, had nover heard of it.

Correspondence Is Asked.

In view of this situation and Klepper's very lively interest in support of Kenworthy's claim, these gentle of Kenworthy's claim, these gentle of Kenworthy's claim, these gentle of the Kenworthy was continued.

On October 28. Klepper and Brewster again wired Kenworthy:

"This correspondence between Klepper and Brewster (who then had bought Portland), and Kenworthy, and Kenworthy, and Kenworthy, and Kenworthy, and Kenworthy, and Kenworthy.

This correspondence between Klepper and Brewster (who then had bought Portland), and Kenworthy, and K

More Letters Quoted.

It is not assumed that all the material facts in this unhappy situation have been brought to light, but enough is disclosed to demonstrate a deliberate effort on the part of these men fraudulently to deprive Seattle of Kenworthy's services; that on December 28, 1921, Kiepper telegraphed to Kenworthy.

men fraudulently to deprive Scattle of Kenworthy's services; that on December 28, 1921, Klepper telegraphed to Kenworthy'.

"Letter from Landis advising papers from Farrell on appeal of your case received and ask(ing) if I had anything further in evidence to offer. Srewster and Rivers made sworn affidavits. Malled Monday night. I will send long wire tomorrow. Would advise you wire Cunningham and ask him to wire Landis at once stating be heard you state in club house in July, before he left to join New York, that you had contract making you a free agent when you were not retained as manager of Scattle club. Landis will have all evidence by Fricasy and they made statement to board the job was still open for you, and one hour after they ruled against you seattle announced another manager, and they were trying and will ruin your future as a manager if you are not made a free agent, and that you have done everything in your power to come to terms with them, but it looked like to you Boldt kicked you out on account of being my manager to come to terms with them, but it looked like to you Boldt kicked you out on account of being my manager is steened and you will be left out. I would go to Chicago without fail. Heddt has announced in press he would fight your appeal."

"Gunningham divex Testimony. Cunningham testifies, that he had

Cunningham Gives Testimony.
Cunningham testifies that he had never seen or heard of Kenworthy's alleged free agency agreement.
The following telegrams, which passed while the commissioner was seeking information from these gentlemen are highly instructive: lemen, are highly instructive:
January 13, 1922, Kenworthy to ble. He whipped his machine interests

telegrams I have received from you ford, Or., and Charles W. Goodwin Del Monte, were tied for low net with ABERDEEN, Wash., May 28.—(Special.)—Funeral services for Norma Paskinan of Grayland, 3-year-old daughter of Mr. and Mrs. John Paskinan, were held at 2 afternoon at the family terment was in Grayland cometery.



The discriminating smoker insists upon this cigar because of its 100% Havana

REY DEL REY

Brewster in the Portland club. Taking notice of these publications, Business Manager Rivers, who had left Seattle and gone to Portland with Klepper and Brewster, and who knew the facts, wired Kenworthy January 29, 1922; "You wire Cronin, Seattle, and Journal and Telegram, Portland, positively denying owning stock in Portland or ever having made any loan." Accordingly, on the next day, Kenworthy wired the papers mentioned as directed, the following being his telegram to the Portland Journal: "I want you to deny McCredie story for me, that I had stock in Portland. This story he gave Frisco paper. I own no stock. Have made no loans and have aided the club in no way whatever, but wish Mr. Klepper and Brewster good luck, as they are real men and deserve a winner, as do the fans of Portland." And the fact is that when Kenworthy sent these telegrams he had already loaned or advanced to Klepper and Brewster \$3600, with a promise (aubsequently fulfilled) of \$2000 more. Judge Charges Deception. Chicago Scout to Refer Proposal

Judge Charges Deception.

It is unnecessary to further detail this story. The record exhibits a rare willingness and capacity for fraud and deception. The parties co-operated with a full realization of the import of their acts, and yet the commissioner feels that in the matter of original and prizary responsibility the player is the least culpable, and that as between Klepper and Brewster, the latter probably trailed the former.

2 CYCLISTS SPLIT HONORS

Chicago Scout to Refer Proposal to Chief; Seals Not Anxious to Dispose of Star.

LOS ANGELES, Cal., May 28,-One hundred thousand dollars and three pitchers is the price of Willie Kamm, cisco club of the Pacific Coast Base ball league, according to what George Putnam, secretary of the club, and Andy Ferguson, assistant secretary, told Darry Lore told Danny Long, Pacific coast scout for the Chicago Americans, here to-day.

Long arrived here today on the way

to San Francisco and opened negoti-ations with Putnam and Ferguson for the purchase of Kamm.

Putnam named the price the San

Prancisco club wanted for Kamm.
Long, it was said, planned to refer
the matter to Charles Comiskey,
owner of the Chicago White Sox.

Kamm is in San Francisco.
"We are not anxious to dispose of
Kamm at this time, aithough several
big league clubs have been making
offers for him for two years," said Putnam. "However, if the White Sox will meet our price and will give us the pitchers we so had." the pitchers we so badly need at this time, the deal will go through."

Putnam said the terms called for the White Sox turning over the three

pitchers "at once."

The price, it was said, would set a record for minor league sales. When the New York Glants paid San Fran-cisco \$75,000 for Jimmie O'Connell, outfielder, a new price for ballplayers going from minor to major leagues

was fixed.

The Kanin deal, it was declared, would be overshadowed in all baseballdom only by that through which the New York Yankees obtained "Babe" Ruth from the Boston Red Sox or \$125,000.

Nicolai 21, South Parkway 2.

Nicolal Door maintained its lead in the City league yesterday by defeating South Parkway, 21 to 2, at Columbia park. Heavy hitting by the Nicolai club drove Weller to the showers early in the game, and D'Miller, his successor, fared no better, Hempy was the batting star for Nicolai, with two two-baggers, Brakke, Nicolai pitcher, struck out

R. H. E. R. H. E. Nicolai2120 2 S. P'kway. 2 5 8 Brakke and Feldman; Weller, D'Mil-

Directors' Cup Play in Finals.

L. R. Hussa and R. F. Farrell will meet next Sunday in the finals of the play for the directors cup at the Port-land Golf club. In the semiland Golf club. In the semi-finals yesterday Hussa climinated George Anderson 2 up, and Farrell wen from R. C. McDaniels by the



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