

BOOK REVIEW

OUT AT THIRD: AN ATTEMPT TO STRETCH A DOUBLE INTO A TRIPLE FAILS

ESSENTIALS OF AMATEUR SPORTS LAW

By Glenn M. Wong

Auburn House Publishing Company

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724 pages \$35.00

REVIEWED BY ROBERT M. JARVIS

I. INTRODUCTION

The prolific pen of Glenn M. Wong once again has been hard at work, this time producing a new treatise on the law of amateur sports. Or has it? When *Essentials of Amateur Sports Law*¹ first crossed my desk, I marveled at the thought of how just two years after co-authoring the two-volume text, *Law and Business of the Sports Industries*,² Professor Wong had found the time to write a seven-hundred page book in an area that has sorely lacked an organizing treatise.³ As I thumbed through the Preface of *Essentials*, I was assured that this was an entirely new book which had been written at the urging of “[a]thletic administrators and others” who yearned for “a ‘practitioner’s’ book because sports law has become such an integral part of their day-to-day opera-

¹ G. WONG, *ESSENTIALS OF AMATEUR SPORTS LAW* (1988) [hereinafter *ESSENTIALS*].

² R. BERRY & G. WONG, *LAW AND BUSINESS OF THE SPORTS INDUSTRIES* (1986) [hereinafter *SPORTS INDUSTRIES I* and *SPORTS INDUSTRIES II*].

³ The topic of amateur sports law has never been the subject of a full-length book, unless one counts Professor Ronald J. Waicukauski's earlier book of unrelated essays on amateur sports law. See *LAW & AMATEUR SPORTS* (R. Waicukauski ed. 1982). Instead, amateur sports always has been made a part of books about sports law in general and professional sports in particular. Thus, the classic sports law book, written by Professor John C. Weistart of Duke University Law School and Cym H. Lowell, a practitioner, devotes its first chapter to the Regulation of Amateur Athletics, contains three chapters on professional sports (chapters 3, 4 and 6, which cover professional athletes and their legal relationships, contracts, and collective bargaining agreements), and mixes amateur and professional sports law in the remaining four chapters (chapters 2, 5, 7 and 8, which deal with sports and public regulation, antitrust law, federal income tax law, and liability for injuries). See J. WEISTART & C. LOWELL, *THE LAW OF SPORTS* (1979). Similarly, the most recent hornbook produced on sports law devotes its opening two chapters to amateur sports at the college and high school levels, later turns to labor problems in professional sports, and then concludes with various chapters on tort and criminal law which consider both amateur and professional athletes. See G. SCHUBERT, R. SMITH & J. TRENTADUE, *SPORTS LAW* (1986).

tion” (page v). Sympathetic to their needs, Professor Wong set himself to the task of writing a book for “those affected by sport law issues who are not necessarily lawyers, including college or high school athletic administrators or coaches, student-athletes, school board members, institutional representatives, and those involved in amateur sports organizations” (page v).

As I continued to work my way through the Preface, I came to the obligatory expressions of gratitude. First, the book’s editor was thanked for having “kept the project moving and ma[king] sure that legalese was eliminated” (page v). Then Professor Richard J. Ensor, Professor Wong’s former colleague at the University of Massachusetts,⁴ was thanked for having co-authored Chapters 9 and 10 of the book, which respectively deal with “Television and Media Broadcasting” and “Trademark Law.” The efforts of four research assistants were then acknowledged, as was the typist of the manuscript. Finally, a brief note of appreciation was extended to Professor Robert C. Berry of Boston College Law School, Professor Wong’s *Sports Industries* co-author, for having gotten Professor Wong “started in sports law” (page vi).

With that, the Preface ended, and I sat back to enjoy this entirely new work on amateur sports law. I decided to begin *Essentials* with Chapter 4, since a quick review of the table of contents revealed that Chapter 1 offered an “Overview of Amateur Athletics and Sports Law.” Chapter 2 promised a discussion of “The Court and Legal System in the United States” (a subject I had taught some years ago in New York City while serving as a Legal Research & Writing Instructor at both Benjamin N. Cardozo School of Law and Fordham University Law School); and Chapter 3, labeled “Contract Law Applications to Amateur Athletics,” appeared to be little more than a condensed version of the American law of contracts, a subject I now teach at Nova University Law Center in Fort Lauderdale. Thus, Chapter 4, entitled “Amateur Athletic Associations,” seemed like a logical place for me to start.

II. A SENSE OF DÉJÀ VU

As I began to read Chapter 4, a strange and uncomfortable sense of déjà vu came over me, one which became stronger as I

⁴ After the book appeared in print, Professor Ensor resigned from the University of Massachusetts faculty to become the Commissioner of the Northeast Conference (formerly the Metro Atlantic Athletic Conference).

read further. Finally, curiosity got the better of me and I pulled my copy of *Sports Industries* off the shelf. In a short time I had made a number of interesting discoveries.

Sports Industries II is sub-titled "Common Issues in Amateur and Professional Sports." Chapter 1 of *Sports Industries II* is entitled "Amateur Athletic Associations." Chapter 4 of *Essentials* covers eighty-seven pages. Chapter 1 of *Sports Industries II* begins with a section on Amateur Sports in the Modern Age and a Definition of Amateur. Chapter 4 of *Essentials* begins with an Introduction and Definition of Amateur. The first sentence of Chapter 1 of *Sports Industries II* states: "Amateur sports, both inside and outside educational institutions, are an integral part of American life."⁵ The first sentence of Chapter 4 of *Essentials* says: "Amateur athletics are an integral part of American life both inside and outside educational institutions" (page 84). The remainder of the first paragraph of Chapter 1 of *Sports Industries II* notes:

Increasingly, certain amateur sports bear a resemblance to big business in that the ineligibility or unavailability of an individual athlete or program can result in a large financial loss to the institution or in the forfeiture of a chance to pursue sports as a career for the athlete.⁶

Strangely enough, the remainder of the first paragraph of Chapter 4 of *Essentials* reads as follows:

Increasingly, certain amateur athletics bear a resemblance to big business, and the ineligibility or unavailability of an individual athlete or program can result in a large financial loss for the institution or the forfeiture of a chance to pursue a sports career for the athlete (page 84).

Having made this discovery, I decided to set the tables of contents of *Sports Industries II* and *Essentials* side-by-side. My comparison revealed a large number of similarities. For example, Chapter 2 of *Sports Industries II*, entitled "The Amateur Athlete," is the same title given to Chapter 5 of *Essentials*. Chapter 3 of *Sports Industries II*, which is called "Sex Discrimination in Athletics," reappears in *Essentials* as Chapter 8 under the label, "Sex Discrimination Issues." Chapter 4 of *Sports Industries II*, entitled "Tort Liability," contains a long section, denominated 4.10, which is entitled Legal Principles in Tort Law. Chapter 6 of *Essentials* is "Legal Principles in Tort Law."

⁵ SPORTS INDUSTRIES II at 1.

⁶ *Id.*

The bulk of the remainder of Chapter 4 of *Sports Industries II* is named Application of Legal Principles to Persons Involved in Sports, with the end of the chapter taking up the related topics of defective equipment, insurance, and waivers and releases of liability. Chapter 7 of *Essentials*, entitled "Application of Tort Law," covers the same topics, and ends with the subjects of defective equipment, liability insurance, and waivers and releases of liability.

Continuing my work through the two tables of contents, I came to Chapter 5 of *Sports Industries II*, entitled "Criminal Law and Sports." Although no chapter in *Essentials* bears this title, a little digging revealed much. Section 5.60 of *Sports Industries II* is entitled Drug Abuse, Testing, and Enforcement. Chapter 12 of *Essentials* is named "Drug Testing in Amateur Athletics." Section 5.71 of *Sports Industries II* is labeled Intercollegiate Athletics and Gambling. The very last topic covered in Chapter 13 of *Essentials* is Intercollegiate Athletics and Gambling.

Chapter 13 of *Essentials* also contains material from *Sports Industries II*. The first topic covered in Chapter 13 concerns the application of the United States antitrust laws to amateur sports, with the main portion of the topic entitled Antitrust Liabilities of Amateur Athletic Associations. Section 1.24 of *Sports Industries II* is called Antitrust of Amateur Associations.

The final chapter in *Sports Industries II* is "Sports and the Media." Less of this material found its way into *Essentials*, although Chapter 9 of *Essentials*, entitled "Television and Media Broadcasting," draws generously from section 6.20 of *Sports Industries II*.

Having completed my side-by-side comparison, I realized that the only substantive chapters in *Essentials* which I had not found in *Sports Industries II* were Chapters 10 ("Trademark Law"), 11 ("Professional Careers and Player Agents"), and the second of the three topics covered in Chapter 13, which deals with the taxation of amateur athletics.

Acting on a hunch, I decided to set the contents of *Sports Industries I* next to that of *Essentials*. *Sports Industries I* is subtitled "Professional Sports Leagues." It did not take long to find that Chapter 11 of *Essentials* first appeared as Chapter 4 of *Sports Industries I* under the heading "Representing the Player." Thus, for example, the sub-heading Individual Performer Sports appears as section 4.42 of *Sports Industries I* and as the next-to-last topic in Chapter 11 of *Essentials*. Similarly, section 4.43 of *Sports Industries I*, titled Foreign Leagues, is the last subject in Chapter 11 of *Essentials*.⁷

⁷ Because of space considerations, I have attempted to show how much of *Essentials*

III. SOMETHING NEW? BUT NO!

Since there was now only one substantive chapter in *Essentials* which appeared to consist of new material — Chapter 10 — I decided to read it next. As soon as I began, a sense of déjà vu again struck me. With a little effort, I remembered that Professor Wong had written a law review article a few years ago on trademark law as applied to sports. After turning up the article,⁸ I set out to compare it with Chapter 10 of *Essentials*. As it turns out, the Introduction of Chapter 10 of *Essentials* is the second paragraph of the law review article. The second part of Chapter 10, entitled “Principles of Trademark Law,” is the first substantive section of the law review article, entitled “Trademark Law.” Finally, the last two sections of Chapter 10 of *Essentials* are the third substantive part and the conclusion of the law review article.

By now, thoroughly disappointed with *Essentials*, I decided to look at the appendices of the book. Neither *Sports Industries I* nor *Sports Industries II* contain appendices. Nevertheless, I quickly discovered that the appendices in *Essentials* come straight out of *Sports Industries I* and *II*. Appendix A of *Essentials* reproduces the “TACTRUST AGREEMENT.”⁹ But the “TACTRUST AGREEMENT” was reproduced in full at pages 163-73 of *Sports Industries II*. The only real difference is that *Essentials* reproduces the 1985 Agreement while *Sports Industries II* provides the 1982 Agreement. The 1985 version contains Article 20 (which relates to athletic corporations) as well as the 1987 “ACL CONSENT FORM/AUTOMATIC COST OF LIVING” rider, neither of which appear in the 1982 version.

Appendix B of *Essentials* reproduces various athletic contracts, such as a sponsorship contract, which I did not locate in either *Sports Industries I* or *II*. Appendix C of *Essentials* provides Sample Financial Aid Agreements. Two of the three sample agreements, the Metro Financial Aid Agreement and the Statement of Financial Aid, appear in section 2.15-1 of *Sports Industries II*. Appendix D of *Essentials* contains Sample Waivers and Releases of Liability, and is reproduced in its entirety from section

has been lifted from *Sports Industries II* by comparing the tables of contents of the two works. The reader of this review should rest assured, however, that more than merely the chapter names in *Sports Industries II* have been repeated in *Essentials*, and all readers are invited to undertake their own comparison tests.

⁸ Wong, *Recent Trademark Law Cases Involving Professional and Intercollegiate Sports*, DET. C.L. REV. 87 (1986).

⁹ Under the TACTRUST AGREEMENT, the Athletics Congress has set up a trust account for amateur athletes. The purpose of the trust is to allow amateur athletes to receive money while maintaining their amateur status.

4.50 of *Sports Industries II*. Finally, Appendix E of *Essentials*, which is labeled Sample Standard Player Contract and reproduces a National Basketball Association Uniform Player Contract, is taken from section 3.21 of *Sports Industries I*.

Having reached (except for the Glossary) the end of *Essentials*, I then returned to the three chapters which I initially had elected to skip over. Chapter 1 of *Essentials*, entitled "Overview of Amateur Athletics and Sports Law," turned out to be nothing more than a spinning together of the Introduction and Chapter 1 of *Sports Industries II*. The first half of Chapter 1 of *Essentials* outlines and describes such organizations as the National Collegiate Athletic Association, a task carried out by the first half of the Introduction, as well as section 1.22 of *Sports Industries II*. The second half of Chapter 1 of *Essentials* discusses the pressures faced by coaches, institutions and players who engage in amateur athletics. This same material is set forth in the second half of the Introduction to *Sports Industries II*.

Again deciding to skip over Chapter 2, I moved to Chapter 3 of *Essentials*, entitled "Contract Law Applications to Amateur Athletics." Most of the chapter is merely a condensed version of a contracts law nutshell, with brief discussions on such subjects as the parol evidence rule and the statute of frauds. The chapter is rounded out by even briefer descriptions of various types of amateur sports contracts, as well as several sample contracts.

IV. SOMETHING NEW AT LAST

This left me with Chapter 2 of *Essentials*. The Introduction to Chapter 2 states, "directors of amateur athletic organizations need a fundamental understanding of the legal system in the United States . . ." (page 28). Thus, Professor Wong promises to unravel the mysteries of the court system, explain the workings of the law library, and outline the steps followed in trial and appellate proceedings. Professor Wong states that these matters are important to grasp if the nonlawyer involved in amateur sports is to profit from *Essentials*, and thereby "avoid [the] mistakes made in the past by other administrators and coaches . . ." (page 28).

Chapter 2 then makes a number of surprising errors. For example, Professor Wong speaks of there being eleven federal courts of appeals as well as one for the District of Columbia (page 29). He thereby omits the Court of Appeals for the Fed-

eral Circuit.¹⁰ Professor Wong speaks of the United States Court of Customs and Patent Appeals (page 29), although it was abolished in 1982,¹¹ as well as the United States Court of Claims (page 29), even though its name was changed in 1982 to the United States Claims Court.¹² He discusses the United States Customs Court (page 29), even though it was redesignated in 1980 as the United States Court of International Trade.¹³

Professor Wong also makes a number of statements which are guaranteed to mislead any nonlawyer. He states, for example, that decisions of the district courts are reported in the Federal Supplement (page 33). Of course, only some district court decisions are reported, and they have only been reported in the Federal Supplement since 1932 (prior to that time they appeared in the Federal Reporter). Moreover, some decisions which do not make it into the Federal Supplement do appear in the Federal Rules Decisions or in specialized reporters or loose-leaf services, a fact not discussed by Professor Wong. And as every first year law student knows, slip opinions can be found by using Lexis or Westlaw, a point which Professor Wong fails to mention in his brief discussion of computer-assisted legal research (page 40). Professor Wong provides a list of the locations of the district courts and includes Puerto Rico (pages 34-35), but leaves out the quasi-district courts located in Guam, the Northern Mariana Islands, and the Virgin Islands, even though such courts actually have more power than the true district courts.¹⁴ These omissions would not be so troubling had Professor Wong not included such highly specialized (and, from a sports perspective, rather unimportant) courts as the United States Court of Military Appeals (page 29).

Professor Wong briefly mentions state courts, noting that they generally have a supreme court (page 35). He fails to explain however, that some states, including New York, have a Court of Appeals at the top of their judicial systems. Given the number of sports-related cases which have been decided in New York, this omission is disturbing.

Professor Wong's words of advice on legal research also contain mistakes. He begins by discussing legal dictionaries, and

¹⁰ HART & WECHSLER'S THE FEDERAL COURTS AND THE FEDERAL SYSTEM 46 (P. Bator, D. Meltzer, P. Mishkin & D. Shapiro 3d ed. 1988).

¹¹ *Id.* at 48.

¹² *Id.* at 47.

¹³ *Id.* at 48.

¹⁴ *Id.* at 47.

cites as the three best legal dictionaries *Black's*, *Ballentine's*, and *Modern Legal Glossary* (page 37). While these are standard tools for lawyers, a nonlawyer would probably feel quite overwhelmed by them. How much better it would have been to direct the reader to a law dictionary written expressly for nonlawyers.¹⁵

In the section which discusses legal encyclopedias, Professor Wong describes *American Jurisprudence* as differing from *Corpus Juris Secundum* "in that [the former] only publishes selected court decisions . . ." (page 38). Presumably Professor Wong was actually attempting to describe the difference between *West's National Reporter System* and *A.L.R.*

Professor Wong discusses treatises in a curious manner. After he correctly describes what a casebook is, he defines a textbook as a narrative "on a particular area of a law," using Weistart & Lowell¹⁶ as an example. He then defines a hornbook as a text "designed to give rudimentary knowledge on a particular subject of law," citing Biederman¹⁷ as an example (pages 38-39). One look at these treatises should make it clear that, to the extent that there is a difference, Weistart & Lowell is the hornbook and Biederman is the text book.

In the section dealing with legal indexes (page 39), Professor Wong includes only the *Index to Legal Periodicals* and the *Index to Periodical Articles Related to Law*, thereby leaving out the newer (and much better) *Current Law Index*. He also omits the fact that for materials written after 1979, most researchers typically use the InfoTrac or WilsonDisc systems available at law school libraries throughout the country.

Professor Wong's advice with respect to legal citation form is somewhat bizarre. Professor Wong says that, "[o]ne of the most intimidating tasks for any student of the legal system is learning how to cite a case properly" (page 39). While this is certainly true, one wonders how many collegiate athletic administrators are going to worry over whether they have miscited a case. Professor Wong suggests that *A Uniform System of Citation* be consulted if there is any question about how to cite a case. Perhaps Professor Wong foresees a day when amateur football teams will be consulting Bluebooks rather than playbooks.¹⁸

¹⁵ See, e.g., D. ORAN, *LAW DICTIONARY FOR NONLAWYERS* (2d ed. 1985).

¹⁶ See *supra* note 3.

¹⁷ D. BIEDERMAN, R. BERRY, E. PIERSON, M. SILFEN & J. GLASSER, *LAW AND BUSINESS OF THE ENTERTAINMENT INDUSTRIES* (1987).

¹⁸ To the extent that Professor Wong really believes that his readers will benefit by looking at the Bluebook, he should have mentioned Doris M. Bieber's handy little manual which actually demonstrates the use of the Bluebook. See D. BIEBER, *CURRENT AMER-*

The most useful piece of information in Chapter 2, from the standpoint of a nonlawyer, is contained in one of the notes which comes at the very end of the chapter. Note 2 informs the reader that, "[a] good research source for sports law issues that an athletic coach or administrator might wish to review is Uberstine, *Covering All the Bases: A Comprehensive Research Guide to Sports Law* (Buffalo: William S. Hein Co., 1985)" (page 49, n.2). If this note had been put at the front rather than at the back of the chapter, a lot of nonlawyers would have been saved a great deal of tedious and erroneous reading.

Whether Professor Wong really expects athletic administrators and coaches to engage in legal research and analysis is hard to say. One disquieting thought, however, is that they might be tempted to do so. As the book's Preface states, the book is intended for non-lawyers. However, Chapter 2 is fairly detailed, and numerous sample forms are contained throughout the book. If Professor Wong really hopes that nonlawyers will use his book on a regular basis, it would have been very helpful had he pointed out the potential lawsuits being created or complicated by homegrown contracts and agreements drafted by nonlawyers. Chapter 2 also could have used a word or two about the unauthorized practice of law.

At the end of Chapter 2 there is a two page Glossary of Legal and Sports-Related Abbreviations (pages 50-51). A second glossary, Legal and Sports Terms, appears at the very end of the book (pages 706-19). Neither glossary provides a cross-reference to the other.

The second glossary, which is the longer of the two, contains

ICAN LEGAL CITATION WITH 2100 EXAMPLES (1983). He also should have mentioned the University of Chicago Law School's new Maroon book, which non-lawyers will certainly find easier to master than the Bluebook. See Posner, *Goodbye to the Bluebook*, 53 U. CHI. L. REV. 1343 (1986).

In light of the emphasis placed on the Bluebook by Professor Wong, the numerous citation errors contained in *Essentials* is distressing. For example, the *Shields* case discussed on page 312 of *Essentials* cites only the Northeastern Regional Reporter, thereby omitting the official report of the case. See *Shields v. Van Kelton Amusement Corp.*, 228 N.Y. 396, 127 N.E. 261 (1920). On the other hand, the *Cannon* case at page 467 of *Essentials* includes both the official and unofficial cites, even though the Bluebook edition referred to by Professor Wong states emphatically at page 173 that parallel cites are never proper when citing to the United States Supreme Court. Moreover, every law review article mentioned in *Essentials* is cited incorrectly under Bluebook rules. An article by Ruxin, for example, which appears at page 562 of *Essentials*, is cited with the name of the article in quotation marks and the name of the law review in italics. Moreover, the law review's name is spelled out instead of being abbreviated. The correct citation would read: Ruxin, *Unsportsmanlike Conduct: The Student-Athlete, the NCAA, and Agents*, 8 J.C. & U.L. 347 (1982). Given how little else they had to do, one would have expected Professor Wong's four research assistants to have checked the citations until they were perfect.

more errors.¹⁹ The United States Football League (“USFL”) is described as a “corporate organization that operates professional football in the United States” (page 718). The fact that the USFL has been defunct for some time is not mentioned, nor is there a cross-reference to the National Football League (“NFL”) (although a definition of the NFL does appear at page 714). Thus, a reader whose lack of knowledge about professional football requires him or her to look up USFL would be badly misled by this Glossary. The National Basketball Association (“NBA”) is defined as “a union which represents professional players in the National Basketball Association” (page 714). A logical interpretation of this definition is that the NBA Players Association represents only those players in the NBA who are professionals, and that some players in the NBA are not professionals. This, of course, is clearly incorrect, but is not as bad as the definition of the NFL Players Association, which reads: “union which represents professional union players in the National *Basketball* Association” (page 714, emphasis added).

Some definitions are in need of definitions. The term “Complaint” is defined (page 710) with reference to the Federal Rules of Civil Procedure, although the Federal Rules of Civil Procedure are not themselves defined. The term “Regulations” (page 716) contains definitions of both the Federal Register and the Code of Federal Regulations (“CFR”), but neither the Register nor the CFR are indexed with a cross-reference to the entry about “Regulations.” Although the definitions of the Women’s Basketball Association (“WBA”) (page 719) and the World Football League (“WFL”) (page 719) point out that they are defunct, the World Hockey Association, another defunct league, which was much more successful and had much more of an impact on sports than either the WBA or the WFL, is not mentioned at all. Finally, the National Hockey League is listed at page 714 as being “located in New York City,” even though it actually maintains headquarters in both New York and Montreal.

V. CONCLUSION

What can one say about *Essentials*? To begin with, I found it very disingenuous that the book is crafted throughout to appear,

¹⁹ Considering the number of substantive and typographical mistakes in *Essentials*, I wonder if Professor Wong now regrets having thanked his editor and typist in the Preface.

and is advertised by its publisher as, a "New Resource."²⁰ In fact, *Essentials* is nothing more than a reworking of earlier books and a law review article.²¹ While it is one thing to unequivocally inform potential purchasers that a book is merely a condensation of an earlier work, and while it is certainly permissible for authors to integrate previous writings into a subsequent work if they indicate that they have done so, it is without question unsportsmanlike behavior to hide such facts. And *Essentials* does hide these facts. *Sports Industries* is not mentioned until page 38 of *Essentials*, and then only as an example of a hornbook and as a plug for its publisher. The law review article that forms the basis of Chapter 10 is mentioned in a note on page 522 (more than halfway through the chapter), as being a source of "further information;" actually, the only information contained in the law review article which did not make it into *Essentials* is the portion devoted to professional sports trademarks.

Of course, those knowledgeable in the field of sports law must have had their doubts about *Essentials* the first time that they saw it advertised. First, Professor Wong's writings have almost all concerned professional rather than amateur sports.²² Second, the length of time which elapsed between the appearance of *Sports Industries* and *Essentials* was too short to permit one person to write a new text.²³ Third, the two works are published by the same commercial publisher; it is well-known that when an area of law is hot, almost any new title will sell.

There is without question a great need for a first-rate treatise on amateur sports law. Professor Wong's repackaged work is not that book.²⁴ At \$35.00 and with a handsome green and gold

²⁰ In a news release dated May 9, 1988, the publisher of *Essentials* touts the book as a "Definitive New Resource for Today's Amateur Sports Professional" (copy on file in the offices of the *Cardozo Arts & Entertainment Law Journal*).

²¹ In fairness to Professor Wong, it must be pointed out that some updating of *Sports Industries* has taken place in *Essentials*. For example, the Len Bias drug scandal which broke after *Sports Industries* was printed is given a paragraph in *Essentials* (page 17).

²² See, e.g., Wong, *A Survey of Grievance Arbitration in Major League Baseball*, 41 *ARB. J.* 42 (Mar. 1986); Wong & Ensor, *Major League Baseball and Drugs: Fight the Problem or the Player?*, 11 *NOVA L.J.* 779 (1987); Wong, *Major League Baseball's Grievance Arbitration System: A Comparison with Nonsport Industry*, 38 *LAB. L.J.* 34 (1987); Wong, *Of Franchise Relocation, Expansion and Competition in Professional Team Sports: The Ultimate Political Football?*, 9 *SETON HALL LEGIS. J.* 7 (1985).

²³ *Sports Industries* was published in 1985 and *Essentials* appeared in 1988.

²⁴ The repackaging of *Sports Industries* into *Essentials* reminds me of a bit of dialogue from my favorite Herman Wouk novel:

[Victor Henry:] "Didn't your father just publish a book? I seem to remember reviews."

[Pamela Tudsbury:] "Yes. Just a paste-up of his [radio] broadcasts, really"

. . . .

cover, there may be some readers who will find the price low enough and the need to appear up-to-date compelling enough to be willing to pay hard-earned money for the privilege of displaying the book on their bookshelves. My own feeling is that it makes more sense to simply buy one or both volumes of *Sports Industries* at the current price of \$45.00 per volume (the price of the volumes has not increased since they were first released in 1986). As noted above, *Sports Industries II* contains nearly all of the same material as *Essentials*, while *Sports Industries I* has all of the professional sports material which has been omitted from *Essentials*. Of course, this will not stop me from proudly displaying Professor Wong's new book on my bookshelf and giving the appearance that I am on the cutting edge. Then again, I received my copy from the publisher for free. I wonder if Professor Berry was able to cut the same deal.

. . . [Alistair Tudsbury:] "It's a bad book, really a fake, but it's selling in your country, luckily for me."

H. WOUK, *THE WINDS OF WAR* 37-38 (1971).