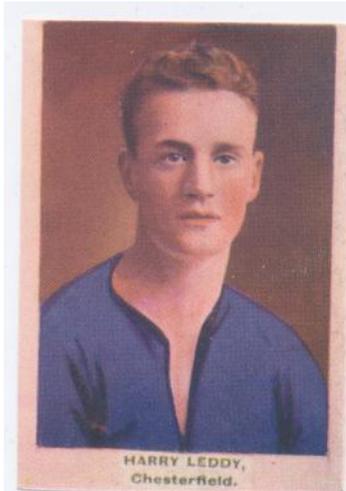


Nothing to do with cricket, or metallurgy, the Leddy Test Case was something that rumbled on through the 1922-3 season and threatened to set clubs against players on a national scale. Chesterfield were at the centre of it.

When the Spireites signed a powerful Irish pivot named Harry Leddy from Everton for around £1000 on March 15th, 1922, they got just what the side needed: an imposing leader, with First Division experience, who helped to lift them away from the lower reaches of the Third (North) table. So keen were they to sign and keep him that they offered Leddy the maximum wage of £9 per week and gave him a contract that ran for the rest of '21-2 and all of the '22-3 season.



On the wider football stage, clubs were expressing alarm at mounting debts. While the likes of Tottenham Hotspur were returning profits as high as £17,000 for '21-2, clubs like Durham City (£2,000) and Grimsby Town (£3,000) were making unsustainable losses. The League's answer was to cut the maximum wage to £8 a week in the season and £6 a week in the summer. They did this a month after Leddy signed for Chesterfield.

The Spireites were immediately cast between the Devil and the deep blue sea. They appeared to have two choices: break the League's laws by paying Leddy according to his contract, or break the law of the land by complying with the League's new edict.

Leddy at first refused to sign the new contract but later agreed, "on account and without prejudice". Leddy sued Chesterfield for £99 in lost wages and with many other clubs and dozens of other players in the same boat, the League on one side and the Professional Footballers' Association on the other quickly took up the case. Interestingly, the PFA had to ask the Football Association's permission to help Leddy take Chesterfield to court. Litigation dragged on for most of the season. Local Chesterfield magistrates found in favour of the League but the PFA took an appeal to the High Court, and won, in the face of some abominable insults from Charles Sutcliffe, of the Football League (one article on the subject carried his name and the title "Is the Players' Union a Useless Body?")

The legal arguments centred around the wording of the contract, a standard document supplied by the League and used by all member clubs. While it stated that a player should be paid in accordance with regulations, it contained no wording that allowed for any variation in whatever wage regulations were in place at the time. The clause relating to payment was, according to the appeal judges, "unqualified and absolute in its terms," and "undertook without any qualification to pay (Leddy) £9 per week from March 1922."

The PFA's victory in the Leddy Test Case rescued the organisation from imminent decline in the face of mounting apathy from the majority of players who plied their trade in the lower leagues and thought the PFA too concerned with Division One stars. Historically, it did much to establish the great credibility that they enjoy to this day.

And Leddy himself? His performances were unaffected by the case: there was no malice between him and the club and he remained consistent, solid and dependable as the season progressed. His transfer to Grimsby at the end of 1922-3 was simply the move of a good player to a better club and was in no way sparked by this most significant of court cases.

Stuart Basson