The 33rd Round

As I write this, it looks as if Mike Tyson and Clifford Etienne will indeed tangleSaturday night.

For a little while there, it looked like they weren't.

During that period of time, Tommy Patrick, who heads up what passes for a commission inthe state of Tennessee, was hot as a firecracker.

It was his intention, if Tyson don't through with his scheduled bout, to place the formerheavyweight champion on an "administrative suspension" for breaching anagreement to fight, with the objective of having that suspension honored by all overcommissions in the country.

Administrative suspensions are a little dicey, because they are not issued for medicalreasons. If a commission wishes to allow a fighter under this type of suspension tocompete within their jurisdiction, it is required to notify the suspending commission, butit has absolutely no obligation to honor the suspension.

So, to get the other commissions behind him, Patrick would probably have had to receivethe support of the Association of Boxing Commissions, to which nearly all boxingcommissions in the United States belong.

Of course, there was a fat chance of that happening. If you recall, the guys who usuallydo the speaking for the ABC - people like Tim Lueckenhoff and Greg Sirb - were very vocalabout not wanting Tyson to fight ANYWHERE, for reasons that they didn't really know, butwhich sounded good to some sportswriters, in the wake of the Nevada State AthleticCommission refusing to license Tyson for his fight against Lennox Lewis.

Many states went along with them, but Tennessee, and Patrick, most decidedly did not. Iwould doubt whether the ABC members, en masse, would have volunteered support for theVolunteer State, if it were based solely on its request for reciprocity, although it maybe a consolation to Patrick that the ABC guys could probably drum up enough hatred forTyson without any external prompting.

What Patrick would have based this suspension on, I imagine, is breach of contract. ButWHICH contract?

You see, they have a problem down there in Tennessee - a problem that, I trust, exists atmany commissions in this country. The regulations in Tennessee simply require thecommission to have bout contracts registered with them. And they certainly don't requirethat ALL the contracts related to a fight be on file on them.

This situation came into focus during the buildup leading to the Lewis-Tyson fight, whichwas also held in Tennessee. A few writers, including Thomas Hauser of SecondsOut,illustrated that there were so many contracts connected to the fight that one would behard-pressed to keep up with all of them, and no commission the caliber of Tennessee'scould possibly know enough to have all those contracts on file.

Indeed, in the process of researching a story for "Operation Cleanup", Iendeavored to find out some details of a fight on the Lewis-Tyson undercard. Thecommission representative I spoke with not only could not tell me what the purses were forthe fight in question, she told me the commission did not even have a copy of the boutcontracts on file.

Really, is that any way to run a boxing commission? What would happen if a fighter gotstiffed, or shorted on his money? What recourse would any fighter have? And on what basiswould the commission take any disciplinary action at all against a promoter if thatsituation arose? I couldn't imagine how Tommy Patrick's attempts at an"administrative suspension" could be met with anything but laughter from his ABC"brethren".

I could actually argue that it's not only advisable, but MANDATORY for the commission tohave all the available documentation. I just have to point to Section 13 of the Ali Act:

"SEC. 13. REQUIRED DISCLOSURES FOR PROMOTERS.

`(a) DISCLOSURES TO THE BOXING COMMISSIONS- A promoter shall not be entitled to receiveany compensation directly or indirectly in connection with a boxing match until itprovides to the boxing commission responsible for regulating the match in a State astatement of--

`(1) a copy of any agreement in writing to which the promoter is a party with any boxerparticipating in the match;

`(2) a statement made under penalty of perjury that there are no other agreements, writtenor oral, between the promoter and the boxer with respect to that match; and

`(3)(A) all fees, charges, and expenses that will be assessed by or through the promoteron the boxer pertaining to the event, including any portion of the boxer's purse that thepromoter will receive, and training expenses"

Funny thing is, what I found out, not from anyone in Tennessee but from another, morereliable source, is that the contracts from June 8 - whichever contracts Tennessee knewenough to get - didn't go into their file (Xerox machines apparently don't exist inKnoxville), but were sent directly to the ABC, which brings them under the protection ofSection 15 of the Ali Act, regarding "Confidentiality", meaning they don't haveto be shown to anyone at all "except to the extent required in a legal,administrative, or judicial proceeding".

When are these commissions going to learn anything?

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