

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
CURTIS C. FLOOD,

Plaintiff,

vs.

BOWIE K. KUHN, individually and
Commissioner of Baseball, et al

Defendants.
-----X

: Before:

: HON. IRVING BEN COOPER,
: District Judge.

: 70 Civ. 202

New York, May 25, 1970

STENOGRAPHER'S MINUTES

SOUTHERN DISTRICT COURT REPORTERS
UNITED STATES COURT HOUSE
FOLEY SQUARE 7, NEW YORK

TELEPHONE: CORTLANDT 7-4580

Curtis C. Flood

vs.

70 Civ. 202

Bowie K. Kuhn, et al.

New York, New York.

May 25, 1970 - 10:00 A.M.

(Trial resumed.)

THE COURT. Good morning. Won't you please proceed.

MR. TOPKIS: If your Honor please, the plaintiff calls Pete Rozelle, Commissioner of the National Football League.

ALVIN RAY ROZELLE, called as a witness by the plaintiff, having been first duly sworn, testified as follows:

THE COURT: Mr. Rozelle, would you be good enough to keep your voice up so as to obviate the necessity of questions being repeated and a waste of time?

THE WITNESS: Yes, sir.

THE COURT: Thank you very much.

DIRECT EXAMINATION BY MR. TOPKIS:

Q Mr. Rozelle, you are here pursuant to a subpoena served on you Friday afternoon, is that correct?

A Yes.

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Q Could you tell us, sir, what is your occupation?

A Commissioner of the National Football League.

Q And how long have you held that position?

A Slightly over ten years.

Q What was your occupation prior to becoming Commissioner of the National Football League?

A General manager of the Los Angeles Rams.

Q When you say that you are Commissioner of the National Football League, does that mean that you are commissioner of one of the major football leagues or of a combined operation, or what? Could you tell the Court, please?

A We have a merged professional football league called the National Football League, and it includes 26 teams.

Q Some of those teams were in what was formerly the American Football League?

A Yes.

Q But now they are merged under one umbrella and you are the Commissioner, is that correct?

A Yes.

Q When did this merger that you speak of take place, sir?

A June 8, 1966. Its full implementation was

1 formalized February 1 of this year.

2 Q When you say its full implementation, could you
3 tell us what you mean by that phrase?

4 A In the legal context the effective date was
5 February 1, 1970, although various stages of the merger
6 took place between June, 1966, and that date.

7 Q Now, prior to the merger -- you tell us you were
8 Commissioner of the National Football League -- you had no
9 jurisdiction whatsoever over the American Football League?

10 A Yes, that is correct.

11 THE COURT: Which way is that "yes"?

12 THE WITNESS: I had no jurisdiction over the
13 American Football League.

14 Q And how many teams from the American Football
15 League are now operating as part of the merged National
16 Football League?

17 A Nine, plus a tenth team that was added after the
18 merger, after the June 8, 1966, date.

19 Q That was an expansion club, as they are called?

20 A Yes.

21 Q Which one is that?

22 A Cincinnati.

23 Q Mr. Rozelle, do you make it your business to
24 follow the level of play in the league?

1
2 A Yes.

3 Q That is one of your responsibilities as Com-
4 missioner?

5 A Yes.

6 Q And has it been your observation that there
7 has been a significant difference in quality in the play
8 of the teams which formerly were in the American Football
9 League and those which were in the National Football League
10 all along?

11 MR. HUGHES: Your Honor, at this point I would
12 like to interpose an objection as to relevancy of all
13 this line of testimony. I take it we are going to get into
14 testimony concerning the functions and operations of the
15 National Football League. For the reasons which I stated
16 when we interposed objection to the testimony of Mr. Miller,
17 we now object on the ground of relevancy.

18 THE COURT: Mr. Topkis.

19 MR. TOPKIS: Yes, your Honor. It is our
20 submission, your Honor, that this witness clearly is com-
21 petent, if anyone is, to testify about the operations of
22 professional football in the United States, although I
23 would submit that so much of the objection to Mr. Miller's
24 testimony as was grounded on that proposition does not
25 apply here.

1 So far as the ground of relevance that Mr.
2 Hughes urges is concerned, I would suggest to your Honor
3 that it is our expectation that the testimony here will
4 reveal that formerly there were two -- as the witness
5 has testified -- there were two major professional football
6 leagues operating without a common draft, that is to say,
7 operating independently, that they competed with each
8 other for players and that that system produced a high
9 level of play in both leagues and a relatively happy situa-
10 tion in other aspects.

11 Since one of the alternatives to the total
12 reserve system of baseball would be a system characterized
13 by two or more competing leagues, it would seem to me
14 that the experience of professional football in this regard
15 would be most relevant.

16 THE COURT: Mr. Hughes, you were going to say
17 something?

18 MR. HUGHES: My objection was as to relevance.
19 I was not questioning Commissioner Rozelle's qualifications
20 to testify concerning football. Obviously he is qualified.
21 My objection is to going into the whole area of football
22 as totally irrelevant.

23 THE COURT: Before I come to a ruling, this
24 matter has come up before and, as I understand the
25

1 plaintiff's counsel, the position was taken that on
2 this phase dealing with other enterprises -- and by "other
3 enterprises" I mean enterprises other than baseball --
4 counsel said they were going to be rather brief and right to
5 the point.
6

7 Do you still intend to do that?

8 MR. TOPKIS: I certainly hope so.

9 THE COURT: I do hold it is relevant and will
10 receive the evidence and adhere to our ruling heretofore
11 announced.

12 MR. HUGHES: Your Honor, so that I don't interrupt,
13 may it be understood there is a continuing objection?

14 THE COURT: Indeed, Mr. Hughes.

15 MR. TOPKIS: Now may I have the question put
16 to the witness.

17 THE COURT: Mr. Court Reporter, would you be so
18 kind as to read the pending question.

19 (Question read.)

20 THE WITNESS: Regular season games between members
21 of the two former leagues will take place for the first time
22 this fall. Prior to this fall, only pre-season games and
23 four post-season games have been placed. So I do not feel
24 that it is possible for me, nor have I felt it has been
25 possible over the last four years, to make a determination as
to the question that you have asked.

Q Well, let's take the four post-season games.

I think every red-blooded American boy knows they were split two and two; weren't they?

A The first two were won by the former National Football League teams, and the second two were won by the former AFL teams.

Q And so far as pre-season exhibition games are concerned, over the years have they been more or less split in terms of wins and losses?

A The first year, I believe that the National Football League teams won thirteen out of sixteen, and in recent years I don't have the exact figures, but it's been closer competition than that.

Q Last year did the AFL teams win a majority of the exhibition games?

A I really don't remember.

Q Now, during your association with professional football, would you say that attendance at the NFL games has increased or decreased in the ten years that you have been Commissioner?

A Attendances have increased.

Q Steadily, right through the ten years?

A Yes.

Q And have the revenues of the teams comprising the

1
2 NFL from sale of radio and television rights increased or
3 decreased during that ten-year period?

4 A Increased.

5 Q And have the gate receipts, in case they differ
6 from attendance, increased or decreased?

7 A Increased.

8 Q And how about concession revenue, if you happen to
9 know? Has that increased or decreased?

10 A Concession revenue is not a factor in professional
11 football. There is very limited income from it, because
12 the stadiums retain those rights, except for two or three
13 cases where there is quite limited income accruing to the
14 football teams.

15 Q And has the overall financial success of the teams
16 comprising the NFL improved or deteriorated during those
17 ten years?

18 THE COURT: The success in what regard?

19 MR. TOPKIS: Making money or losing money.

20 THE COURT: Financial success?

21 MR. TOPKIS: Financial success. I am sorry, your
22 Honor, if I omitted the term. I apologize.

23 THE COURT: It is all right.

24 A During the 10-year period, it's varied.

25 Q And the level of play on the field: Has that improved

through the ten years?

A That's a subjective judgment.

Q Of course it is.

A I'm not objective on it, so I would say yes.

MR. HUGHES: Your Honor, may I have the last question and answer?

THE COURT: Surely. Mr. Reporter, will you read it?

(Record read.)

Q Commissioner, the subpoena that was served upon you, do you have it with you?

A Yes.

Q Might I see it, please?

MR. TOPKIS: May I approach the witness, your Honor?

THE COURT: Surely.

MR. TOPKIS: Thank you.

Q (Continuing) Now, this document, Commissioner, calls upon you to bring with you any documents relating to rules governing player contracts, renewals thereof, or the reserve or option system of professional football. Have you brought such documents with you?

A Yes.

Q Might I see them, please.

A (Handing documents to Mr. Topkis.)

1 mpbr
2 Q Thank you very much. Are these extra copies,
3 Mr. Commissioner?

4 A Yes.

5 Q So you have no objection to their being used for
6 the purposes of this Court?

7 A No. No objection.

8 MR. TOPKIS: Will you mark these, please.

9 (Plaintiff's Exhibits 12, 13 and 14 marked for
10 identification.)

11 Q I show you Plaintiff's Exhibit 12 for identifi-
12 cation, Commissioner, and for the record I will identify it
13 as a red covered pamphlet marked on the outside cover
14 "Constitution and Bylaws for Major Professional Football
15 Operations as Conducted by the National Football League and
16 the American Football League, 1969."

17 Would you tell us what this document is, Commission-
18 er?

19 A That's the constitution governing professional
20 football that was in effect in 1969.

21 MR. TOPKIS: I offer it in evidence, your Honor.

22 MR. HUGHES: Objection as to relevancy, your Honor.
23 I don't object on the ground that it has not been properly
24 proved.

25 THE COURT: You object on the ground --

1 MR. HUGHES: I say, I don't object on the ground it
2
3 has been improperly proved. It is irrelevant.

4 THE COURT: Objection overruled. It will be received.

5 Gentlemen, what I said at the outset of the trial:
6
7 We have no jury here. You did not demand one. I am the jury
8 on the facts and the Judge of the law in this case.

9 You have the right, even though you have not reserved
10 it, to move at any time before the evidence is in on both
11 sides to strike any portion of the testimony.

12 In other words, I am receiving this, knowing full
13 well that you are going to advance lengthy argument possibly
14 to strike the whole business. I don't want to encourage
15 you to do anything like that, but that is your right, and
16 I want you on both sides to know that everything received
17 other than that within the strict issues -- and you know
18 what I mean by that: The proof dealing with the immediate
19 factual issues before us -- anything outside of that is always
20 subject to a motion to strike, and even that itself, that
21 evidence itself may be attacked at any time during the course
22 of the trial, and even after the close of the trial you
23 still have the right to try to convince me that I was wrong.

24 All right.

25 (Plaintiff's Exhibit 12 for identification re-
ceived in evidence.)

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2 Q Now, showing you Plaintiff's Exhibit 13 for identifi-
3 cation, Commissioner, a document in three pages, which I
4 take to be three duplicate copies on different colored paper,
5 headed, "Standard Player Contract for the National Football
6 League," would you identify that for his Honor?

7 A That is the standard player contract for professional
8 football.

9 Q Used throughout professional football, as you have
10 described it?

11 A Yes.

12 Q And is this the contract that is today being used?

13 A Yes.

14 Q Has it been modified in recent years?

15 A Slightly.

16 Q In any significant regard relating to the operation
17 of the option rights of the ball club or the term of the
18 contract?

19 A No.

20 MR. TOPKIS: I offer it in evidence, your Honor.

21 MR. HUGHES: Same objection.

22 THE COURT: Same ruling. Received. Mark it in
23 evidence, Mr. Clerk, please.

24 (Plaintiff's Exhibit 13 for identification received
25 in evidence.)

Q Now, Commissioner, I show you Plaintiff's Exhibit 14 for identification, a set of galley proofs in 21 pages -- 21 galleys, rather, according to the number on the last sheet, headed at the top of the first sheet Constitution and Bylaws of National Football League, effective February 1, 1970.

Would you tell the Court what that is.

A That document will become the constitution for the year 1970 for professional football.

Q It has been approved by appropriate vote of the clubs?

A Yes. It still might be modified by amendment of the clubs prior to its printing this summer, however.

Q But as of this moment it is in operating effect?

A Yes.

MR. TOPKIS: I offer it in evidence, your Honor.

MR. HUGHES: Same objection.

THE COURT: Same ruling. Received.

(Plaintiff's Exhibit 14 received in evidence.)

Q Now, Commissioner, referring to the standard player contract, Exhibit 13, I notice that Paragraph 1 of that states that the term of this contract shall be from the date of execution hereof until the 1st day of May following the close of the football season commencing in the calendar year 19 blank.

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2 Could I ask you whether as a matter of practice
3 there are sometimes contracts for more than one year?

4 A Yes.

5 Q What is the maximum length of time covered by any
6 contract which has been filed with your office during your
7 tenure as Commissioner?

8 A I have not reviewed those records. I would as-
9 sume --

10 THE COURT: No, that is the first time that you
11 have gotten away from the strict line of a witness' testi-
12 mony. I have been delighted that you have answered yes,
13 no, right to the point. So many witnesses go off on a
14 tangent.

15 If you don't know, don't guess.

16 Next question.

17 Q Do you recall, Commissioner, there having been
18 filed with your office some contracts for a period of three
19 years?

20 A Yes.

21 Q Four years?

22 A Yes.

23 Q Five years?

24 A I am not certain.

25 Q Very well. None for six years?

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2 A I am not certain.

3 Q Or for any longer period, as best you recall?

4 MR. KRAMER: Objection on the ground the question
5 can't be understood.

6 THE COURT: Objection sustained.

7 Q Do you recall any having been filed with your of-
8 fice calling for a term of six years or longer, Commissioner?

9 A I don't recall of any such specific contract.

10 Q Now, is this form of contract used with every play-
11 er in the National Football League?

12 THE COURT: Referring to?

13 Q Referring to Plaintiff's Exhibit 13.

14 MR. TOPKIS: Thank you, your Honor.

15 A Yes.

16 Q And has the language of the contract relating to
17 the term or the language relating to an option in the club
18 been changed during your tenure as Commissioner?

19 A You are referring to paragraph 10?

20 Q I am referring to paragraph 1 and if you will give
21 me just a moment I will tell you the other paragraph.

22 Yes, paragraph 10.

23 A To the best of my knowledge, that paragraph has not
24 been changed.

25 Q Now, as a matter of operating practice, Commissioner,

do I understand that, in your capacity as Commissioner, you are called upon to interpret and apply this standard contract?

A Yes.

Q As a matter of operating practice, then, Commissioner, do I understand this contract to provide, in operation, that at the end of the term the club may renew the contract or exercise an option granted in the contract for one additional year, a salary of 90 per cent or more of the salary set in the contract and at the conclusion of that option year the player is a free agent, free to contract with anyone?

A Yes.

Q Do I understand, Commissioner, that when a player does not sign a new contract but instead the club exercises the option of paragraph 10 for an additional year, the player, as a matter of terminology, is referred to as playing out his option?

A Yes.

Q Could you tell us, Commissioner, how many players played out their option in 1969?

A My staff has advised me that there were about ten.

Q And how about 1968?

A I can only estimate.

Q An estimate will be satisfactory, if that is your best understanding and recollection.

MR. HUGHES: Well --

THE COURT: He labels it an estimate.

MR. HUGHES: Well, your Honor, it seems to me there ought to be a direct question as to whether he really has any direct recollection or he hasn't, and if he hasn't, we just go on to another subject.

THE COURT: Yes, you are right, Mr. Hughes.

Have you any recollection on that score, Commissioner?

THE WITNESS: Without having my records I would have no accurate --

THE COURT: Then Mr. Hughes' objection is sustained.

Q Commissioner, can you tell the Court whether the number was more or less than 25?

A In 1968?

Q That's right, sir.

A Less.

Q And in 1967?

MR. HUGHES: What is the question?

MR. TOPKIS: I am sorry, I will rephrase the question in full.

Q In 1967, Commissioner, can you tell the Court whether the number of players playing out their option was more or less than 25?

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2 A Less than 25.

3 THE COURT: Now may I interrupt? I am quite sure
4 I know what it means, but for the sake of the record what
5 does "playing out the option" mean, Commissioner?

6 THE WITNESS: At the expiration of the contract,
7 the club has at its option a one-year option for the player's
8 services. Should he not sign a new contract with that club
9 but choose to play during the option year of his contract
10 without a new contract, the common terminology for that is
11 playing out his option.

12 THE COURT: Thank you.

13 Q Now, Commissioner, as I understand it, somewhere
14 in the constitution and bylaws there is a provision, and
15 perhaps you will draw my attention to it and save me the task
16 of reading through, there is a provision that when a player,
17 a free agent, who has played out his option, signs with
18 another club, the Commissioner is empowered to compensate
19 the club for which he formerly played by requiring the
20 assignment of one or more player contracts to that club,
21 is that correct, and if I have misstated the facts, would
22 you straighten me out?

23 MR. KRAMER: Your Honor, I am going to object to
24 this on the ground that the system is absolutely plainly
25 stated in the constitution and bylaws, Plaintiff's Exhibit

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12, and I suggest we read it.

THE COURT: I would appreciate it if you would because I haven't it before me and it would make it much more intelligent to me to understand the significance of the question.

MR. TOPKIS: Gladly, your Honor.

Q Commissioner, would you call our attention to the relative paragraph or paragraphs of the constitution?

A It is Article XII.1H, the bottom of page 25 of the printed 1969 book.

MR. TOPKIS: May I read that into the record, your Honor?

THE COURT: I wish you would. Yes, please.

MR. TOPKIS: That is subparagraph H, Commissioner?

THE WITNESS: Yes.

MR. TOPKIS: It reads, your Honor, "Any player whose contract with a club has expired" --

THE COURT: Please take it slowly.

MR. TOPKIS: Yes, your Honor. I will repeat it, if I may.

"Any player whose contract with a club has expired shall thereupon become a free agent and shall no longer be considered a member of the team of that club following the expiration date of such contract. Whenever a player becoming

1 a free agent in such manner thereafter signs a contract with
2 a different club in either the NFL or the AFL, then, unless
3 mutually satisfactory arrangements have been concluded be-
4 tween the two clubs, the Commissioner may name and then a-
5 ward to the former club one or more players from the active
6 reserve or selection list, including future selection
7 choices of the acquiring club as the Commissioner in his
8 sole discretion deems fair and equitable. Any such decision
9 by the Commissioner shall be final and conclusive."

10 That is the full text.

11 Q Now, Commissioner, have you on occasion exercised
12 the power granted to you under subparagraph H which I have
13 just read into the record?
14

15 A I have on occasion exercised that obligation.

16 Q Well, I notice that the language of the subparagraph
17 would appear to be 'discretionary' rather than language of
18 obligation. I don't mean to quarrel with you, but as I
19 read it, it read the Commissioner may name and then award
20 to the former club, et cetera. So let me ask you this
21 question to clarify the record, if I may. Have you in all
22 instances where a player has become a free agent and then
23 signed a contract with a new club awarded a player or players
24 to the former club?

25 MR. HUGHES: Just a minute. I object to that

because that is patently a question that does not even accord with the language of the rule itself. The rule itself says that the functions in that capacity, whatever it is, are only as and if the two clubs don't get together and agree on an appropriate compensation. So I object to the form and the substance of the question.

MR. TOPKIS: I will modify the question, your Honor.

THE COURT: You withdraw the question?

MR. TOPKIS: I withdraw the question and put this question to the Commissioner.

Q During your tenure as Commissioner, am I correct that this language has been, despite whatever modifications may have been made as a matter of form, as a matter of substance, has remained the same.

A Since about 1961 or 1962.

Q Now, during that time, Commissioner, there have been occasions, have there, when a free agent has been signed by a new club?

A There have been occasions where a player has played out his option and later signed with another team.

Q In some of those occasions have the two clubs been able to work out a mutually satisfactory arrangement?

A Yes.

Q And in other occasions have they not?

1
2 A Yes.

3 Q And in those latter occasions, about how many of
4 them have there been in the last eight years or nine years,
5 whatever time this rule has been on the books?

6 A Occasions where the clubs have not agreed, not
7 reached a mutually satisfactory conclusion to the problem?

8 Q That is right, Commissioner.

9 A Three or four, I would estimate.

10 Q And in those three or four situations have you
11 stepped in and performed under subparagraph H?

12 A Yes, sir.

13 Q I see some blank space at the end of this contract,
14 Plaintiff's Exhibit 13, on the back, following Paragraph 13.
15 Are you familiar with that blank area?

16 A Yes.

17 Q Is that sometimes filled in with additional clauses
18 and provisions?

19 A Yes.

20 Q Incidentally, Commissioner, all contracts are
21 filed with your office or copies of them?

22 A Yes.

23 Q Now, has there ever, to your recollection, been a
24 contract filed with your office which contained either by
25 deletion of a provision in the printed form or by addition

of a provision written in, has there ever been a contract which provided that it could not be assigned by the club?

A Yes, there have been such contracts.

Q There have been a fair number of them?

MR. HUGHES: Your Honor, I object to the form of that question.

THE COURT: Yes, objection sustained. It is suggestive.

Q Can you tell us approximately how many there have been in the last ten years, let us say, during your tenure?

A I have no idea without referring to records.

THE COURT: Next question. Of course, you understand, counsel on both sides, that Mr. Rozelle is under subpoena, but that does not mean that we haven't the power to direct him to go to such sources as will enable him to refresh his recollection and return and resume his testimony, and I shall so direct if it becomes necessary.

Please proceed.

MR. TOPKIS: Thank you, your Honor.

Q Commissioner, how long have you been involved in professional football? I am sorry, I neglected to take your history. You told us you were with the Los Angeles Rams before you were Commissioner.

A About 16 years.

Q 16 years overall or 16 years before you became
Commissioner?

A 16 years overall.

Q That takes us back to 1954.

You were associated with the Los Angeles Rams from
'54 to '60?

A I was associated with them as public relations
director from 1952 until 1956, left the organization and
returned in 1957 until 1960 when I became Commissioner.

Q And what did you do, just to fill out the story,
before 1952?

A I was in school.

MR. TOPKIS: May I have a moment, your Honor?

THE COURT: Certainly.

(Pause.)

Q Commissioner, as a matter of applying the provisions of this contract, do I understand that when a player plays out his option and becomes a free agent, he is free to negotiate with any other team in the league?

A Yes.

Q And any other team in the league is free to negotiate with him?

A Yes.

Q Now, there was a time, Commissioner, when the two leagues, the NFL and the AFL, were not under common jurisdiction of one commissioner. How long did that last?

A From 1960 through the 1965 season.

Q During that time the two leagues were competing with each other for players?

A Yes.

Q You did not have a common draft of college football players?

A That is correct.

Q Since the merger, you have had a common draft, is that right?

A Yes.

2 Q Would you, just so the record may be clear,
3 tell the Court how this common draft operates?

4 A The 26 teams of professional football select
5 from the graduating college seniors over seventeen rounds
6 of the selection system, and the 26 teams select in each
7 round in the inverse order of their standings of the pre-
8 vious season.

9 In other words, the team with the poorest per-
10 centage record would select first in each round, the team
11 that wins the Super Bowl would select last in each round.

12 Q And do I understand, Commissioner, that when a
13 team selects a player, that team acquires the exclusive
14 right as against the other teams to negotiate with that
15 player for his services in professional football?

16 A Yes.

17 Q Incidentally, Commissioner, there is a professional
18 football league operating in Canada, is there not?

19 A Yes.

20 Q And many American football players play in that
21 league and have in the last ten years?

22 A Yes.

23 Q Is there any common draft with that football
24 league, that Canadian football league?

25 A I am not aware of their rules or procedures.

1 Q In any event, you don't have any arrangement
2 with them relating to a common draft?
3

4 A Oh, no, no.

5 Q And so that today even with the NFL and AFL
6 under common jurisdiction the Canadian League still competes
7 with the combined American leagues for players, is that
8 right?

9 A Yes.

10 Q Commissioner, going back to the time before the
11 merger -- the merger was effective in 1966, did you say,
12 or initially effective?

13 A Yes.

14 Q When was your first common draft of the NFL and
15 the AFL?

16 A Following the 1966 playing season.

17 Q How long had the AFL existed?

18 A The AFL was formed in 1960.

19 Q From 1960, then, through 1966, there was no
20 common draft as between the two leagues, is that right?

21 A That is correct.

22 Q And during that time did the NFL have a player
23 draft of its own?

24 A Yes.

25 Q Did it operate the same way the common player

draft now operates except that fewer clubs participated?

A Yes.

Q And to your knowledge, did the AFL have a similar player draft?

A Yes.

Q Operating as to AFL teams?

A Yes.

Q But as between the two leagues there was no common draft?

A That is correct.

Q So that you competed with each other for players?

A Yes.

Q Now, Commissioner, when the AFL was initially formed, was its player strength in substantial measure drawn from NFL players?

A No.

Q They drew them from outside the ranks of the NFL players?

A The NFL players were under contract with NFL teams.

Q Right, and they stayed with their NFL teams so the AFL got other players, is that right?

A Yes.

Q In the years following, however, I take it the NFL players had the freedom to play out their option and

if they wished move to AFL teams or other NFL teams, for that matter, is that right?

A Yes.

Q And did many do so, to the AFL?

A Would you repeat that, please?

Q Did many NFL players play out their option and move to the AFL?

A No.

MR. KRAMER: Could we have a time period included in the question, please?

Q Begin from 1960 to 1966.

A No.

Q A very few, a handful?

A Very few.

Q Now, Commissioner --

MR. HUGHES: I didn't catch the answer. I am sorry.

THE COURT: Read the last two or three questions and answers, Mr. Court Reporter.

MR. HUGHES: Just the last one.

(Record read.)

MR. TOPKIS: Your Honor, may I confer with my colleague for a moment?

THE COURT: Of course.

(Pause.)

Q Just one final question, if I may, Commissioner --
no, more than one, if I may. There are a couple of items
I want to clear up.

When I was reading subparagraph (h) to you,
there was reference in there to a team's active list.

Would you tell us, please, what the active list is?

MR. HUGHES: Your Honor, would he identify
the particular exhibit number?

THE COURT: Yes, you are absolutely right.

MR. TOPKIS: Absolutely. It is Exhibit 12. Excuse
me. Do you wish a copy to follow it?

MR. HUGHES: I have it.

A The active list would be composed of currently
active players.

Q And what is a club reserve list, Commissioner?

A Players the club holds the right to but are
not presently active by reason of military service or for
some other reason.

Q Is there any limit on the number of players
that a team may have on its reserve list?

A No.

Q And Commissioner, what is the next term used in
this subparagraph, the selection list?

gwb-7

Rozelle-direct

A Selection list would be the draft choices.

Q I see. Now, Commissioner, the final question that I spoke of. In your opinion, garnered from your 16 years in professional football, has the existence of the right in players to play out their option hurt or helped professional football?

A Football has been able to live with its rules and live effectively, I feel.

Q And profitably?

A On occasions.

Q You have no complaint?

MR. HUGHES: Your Honor, I object.

THE COURT: Objection is sustained.

MR. TOPKIS: I have no further questions.

MR. HUGHES: Your Honor, may we have a recess?

THE COURT: Certainly.

MR. HUGHES: Also the opportunity to take the exhibits that we have never seen?

THE COURT: Of course. Take them and let me know when you are ready to proceed. I think the record should show the Commissioner hesitated a considerable period of time before he answered the last question.

May I inquire why? Was that to formulate the words or was it because of any other factor

gwb : 8

Rozelle-direct

that may have caused you hesitation?

THE WITNESS: It was to really formulate the words, your Honor.

THE COURT: But the thought was clear?

THE WITNESS: Yes.

THE COURT: Very well, Mr. Clerk, be good enough to announce a recess subject to the call by counsel.

THE CLERK: Recess. All rise.

(Recess.)

MR. HUGHES: Your Honor, Mr. Hoynes will cross-examine.

THE COURT: Certainly.

MR. TOPKIS: Your Honor, if I may interrupt, there is one question I neglected to ask. May I put it to the witness?

THE COURT: Very well.

BY MR. TOPKIS:

Q My one question, Commissioner, is this: Has the existence of the option clause in player contracts since I think you said 1961 -- is that right?

A No, the option clause has been in player contracts for many, many years.

Q Many, many years. Long antedating 1961?

A Yes.

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End 4

cross

Q Has the existence of that option clause and the right of a player to play out his option injured or in any way impaired the integrity of professional football?

A Not to my knowledge.

MR. TOPKIS: Thank you, Commissioner. I have no further questions. Thank you very much for coming in this morning.

THE COURT: Cross.

CROSS-EXAMINATION BY MR. HOYNES:

Q Mr. Rozelle, you have produced today, and the plaintiff has introduced into evidence, three documents, Plaintiff's Exhibit 12, which is the constitution and by-laws of the combined NFL, the Red Book. I believe that is in effect for 1969; a printer's proof of what I take it to be a new constitution and bylaws effective February of 1970?

A Yes.

Q And a copy of the standard player contract for the National Football League.

Are there any other instruments or agreements which contain additional provisions concerning player contracts and control of player contracts by the clubs which vary in any particular the paragraphs and provisions of these three instruments?