

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?

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2 A No.

3 Q With reference to Exhibit 12, the 1969 version
4 of the constitution and bylaws, and with particular refer-
5 ence to Section 12.1H, which provides in substance that
6 compensation will be determined by the Commissioner in the
7 event the two clubs involved with a player who has played
8 out his option can not agree to compensation, was that
9 clause and the substance of that provision always present
10 in the National Football League rules?

11 A No.

12 Q Approximately when was it added to the rules?

13 A About 1961 or 1962.

14 Q Mr. Rozelle, what was the situation with respect
15 to a player's playing out of the option prior to the
16 adoption of Rule 12.1H in 1961 or 1962?

17 A His contractual condition was the same. However,
18 there was no provision in the constitution providing for
19 compensation to the club that he was to leave.

20 Q So that before the rule change in 1961 or 1962
21 a player who played out his option could negotiate with
22 another club and that other club need only be concerned
23 about compensating the individual player in terms of
24 salary and so on, that club was not required to compensate
25 the club, the former club, of the player who had played

1
2 out his option?

3 A That is correct.

4 Q The result of the rule change, therefore, makes
5 it obviously somewhat more expensive in terms of compensa-
6 tion to a club which is considering acquiring a player
7 that has played out his option?

8 A They were called upon to provide compensation
9 to such a club he was leaving, in addition to negotiating
10 with the player.

11 Q I believe you testified that the old National
12 Football League merged in June of 1966, is that correct?

13 A Yes.

14 Q Subject to the implementation of certain aspects
15 of the merger that you have just recently finally completed?

16 A Yes.

17 Q Concerning the realignment of teams?

18 A That was part of it, yes.
19
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21
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End 4

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Q Was some special Congressional legislation required or sought by the National and American Football Leagues to authorize that merger?

MR. TOPKIS: Objection, your Honor, on the grounds of the witness' competence. The term "required" I should think would call for a legal conclusion.

THE COURT: I will allow it. The witness impressed me as being well possessed. I think if he can't answer it he will tell us.

Would you repeat the question, please, Mr. Reporter.

(Question read.)

A On advice of our counsel, we felt that it was required, yes.

Q Did you personally testify in favor of the measure which authorized the merger?

A Yes.

Q Did Congress act to authorize the merger?

A Yes.

Q Was that act not in the form of an amendment to the Telecasting of Professional Sports Contest Section of U.S. Code 15 USC 1291?

MR. TOPKIS: If your Honor please, we will so stipulate.

THE COURT: It is so stipulated, if you will ac-

cept it, Mr. Hoynes.

MR. HOYNES: I'll be pleased to accept the stipulation.

Q Mr. Rozelle, was not a purpose of the merger the institution of a system of common draft between the two leagues?

A Would you please repeat that?

Q Was not one of the purposes of the merger the desire of the two leagues to arrive at a common draft of players?

A Yes.

Q And prior to the merger the two leagues conducted a separate draft with many overlapping choices, that is to say, is it not true that the leagues prior to the merger drafted many of the same players and were in competition with respect to the signing of those players?

A Yes.

Q That competition was eliminated by the merger?

A Eliminated by the single draft that followed the merger announcement, yes.

Q In your opinion, Mr. Rozelle, does not that common draft tend to equalize the playing strength among the teams in a combined National Football League?

A Yes, because prior to the merger the competition was really not between two leagues as much as it was between

1 the strong teams of each league, and we had a growing tenden-
2 cy of the stronger teams getting stronger and the weaker teams
3 in each league dropping out of the competition, in effect, for
4 talent.

5
6 Q Is not equilization of competitive playing strength
7 a necessary aspect of the successful operation of the pro-
8 fessional league sport?

9 A It certainly is in the one I am conversant with,
10 football, yes.

11 Q Well, I really was concerning myself primarily with
12 football. In your opinion, Mr. Rozelle, was the adoption
13 of this common draft an important, indeed necessary ingred-
14 ient in the maintenance of equalized playing strength among
15 the clubs?

16 A Yes, because I feel that if we had not had it we
17 would have had several clubs in both leagues fail.

18 Q Are there any minor leagues, that is to say, is
19 there any minor league structure in professional football
20 comparable to the well known minor league structure that
21 professional baseball has?

22 A No.

23 Q The answer was no, I believe, is that correct?

24 THE COURT: Is that the answer?

25 A No.

Q Are not the colleges and universities in the United States the training ground, if you will, for professional football talent?

A Yes.

MR. HOYNES: That is all, your Honor. I have no further questions.

THE COURT: Anything by Mr. Kramer?

MR. KRAMER: Yes, your Honor.

THE COURT: Mr. Kramer, you are up.

BY MR. KRAMER:

Q Mr. Commissioner, can we agree that a Commissioner's lot is not always a happy one?

A Definitely.

Q I suppose I should tell you, sir, that I represent the Commissioner in this case, that is to say, the Commissioner of Baseball.

MR. KRAMER: I wonder if the clerk could hand the witness Plaintiff's Exhibit 13, the standard player contract?

THE COURT: Would you do so, please. Thank you.

(Handed.)

Q Would you look, Mr. Commissioner, at Paragraph 11 of that contract? Am I correct that that is the paragraph in the standard player contract in which the player acknowledges the right and power of the Commissioner to punish

players who accept bribes or agree to throw or fix a game?

THE COURT: You lowered your voice. What was that, Mr. Reporter.

(Question read.)

A Or who bets on a game or who is guilty of any conduct detrimental to the welfare of the league, yes.

Q Thank you for the addition.

MR. KRAMER: Now could we hand the witness, please, Plaintiff's Exhibit No. 12, the red book.

(Handed.)

Q Can we agree, Mr. Commissioner, that your powers given you in the Constitution and bylaws for major professional football operations to protect the integrity of the game are among the most important if not the most important powers you have?

A In my opinion, yes.

Q Thank you. I call your attention to Article I(C) on page 7, at the bottom of the page, and ask you to read that to yourself.

The provision gives you, does it not, broad powers to prevent or punish any conduct detrimental to the game, does it not?

A Yes.

Q The same can be said, can it not, of Article I(D)

on page 9?

A Yes.

MR. KRAMER: No further questions.

THE COURT: Any redirect?

MR. TOPKIS: Just a little, your Honor, if I may.

REDIRECT EXAMINATION BY MR. TOPKIS:

Q Commissioner, you testified a few minutes ago, I believe, that during the time that the AFL and the NFL did not have a common draft there was competition particularly between the stronger clubs in each league rather than between each league; did I understand you correctly?

A Yes.

Q And you testified further, I believe, that it was your opinion that had that situation continued some of the weaker teams would have failed?

A Yes.

Q Which teams did you have in mind?

A During the 1955 season -- pardon me -- during the 1965 season I do not believe that any one of the American Football League teams showed a profit. There were many large losses in that league. Of the National Football League teams operating at that time, a number lost money and profits were very minimal for those who did not lose.