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MR. HUGHES: No cross examination, your Honor.

THE COURT: Mr. Kramer.

MR. KRAMER: No question, your Honor.

THE COURT: You are excused, Mr. Eagleson.

THE WITNESS: Thank you very much, your Honor.

(Witness excused.)

THE COURT: Next witness.

MR. TOPKIS: Your Honor, the plaintiff calls  
Mr. Clarence Campbell, Commissioner of the National Hockey  
League.

C L A R E N C E     S U T H E R L A N D     C A M P B E L L,

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

DIRECT EXAMINATION BY MR. TOPKIS:

Q     Mr. Campbell, I introduced you to the Court as  
the Commissioner of the National Hockey League. I was in  
error, wasn't I?

A     Yes. The correct name is the president.

Q     And how long have you held that position, Mr.  
Campbell?

A     Since September the 4th, 1946.

Q     Continuously?

A     Yes.

Q     Is that your full-time occupation?



1  
2 A Yes, it is.

3 Q Now, you were in court when Mr. Eagleson testified?

4 A Yes, I was.

5 Q You heard the questions that were put to him and  
6 the answers which he gave?

7 A Yes.

8 Q Were you asked the same questions would you give  
9 the same answers?

10 A I am afraid not.

11 Q Except for those as to his profession and so on?

12 A Oh, yes.

13 Q But those as to the operation of hockey --

14 A That's right, there were a number of errors, yes.

15 Q Would you tell the Court the respects in which  
16 your testimony would differ from Mr. Eagleson's?

17 A Well, basically my principal difference would re-  
18 late to what I call the inviability of the form of the con-  
19 tract. There has never been a contract approved by me,  
20 and they all require to be approved, which contains any  
21 variation whatsoever of the basic terms of the contract  
22 save as to bonuses and that provision. There is no way in  
23 which anyone, not even I, can modify the terms that are  
24 therein contained.

25 Q Are there any other variances between your testi-



mony and Mr. Eagleson's, or is that the chief one?

A I wouldn't want to try to recall the things that were asked, but perhaps you will permit me to go back so as not to create -- I don't want to create the impression that Mr. Eagleson was endeavoring to mislead anyone. I am sure he wasn't.

THE COURT: No, there is no question on that score at all.

A The situation, when he referred to no cut, no trade contract, what he meant, I am sure, is that the player, when he signed, made a collateral agreement with the club or with the management of the club to that effect, but it has no effect at all so far as the administration of the league is concerned. It wouldn't make any difference if it was made under seal as far as the league is concerned. It would not be recognized because of the fact that the contract itself says in nice big red letters that this is the sole contract and that is all there is to it.

Now, what the efficacy of any outside arrangement would be, it is not for me to say. I don't know what the consequences would be, but definitely any such changes would have no consequences whatsoever inside the hockey orbit, shall I say, and the player would just be subject to waivers, he would be subject to draft and all other provisions.



2 Q But there have been instances where there were  
3 private agreements or letter agreements or something like  
4 that?

5 A Oh, I am sure there have, yes.

6 Q It has been suggested to me, Mr. Campbell, that in  
7 at least one instance there was a specific variance of a  
8 written contract on the standard form itself, and the instance  
9 to which I refer is of a contract between a player known  
10 as Don McKenney and the National Hockey League club known  
11 as the St. Louis Blues for the 1967, 1968 season.

12 A Yes.

13 Q Do you recall that contract?

14 A I remember some controversy about it, but I can't,  
15 without looking at it, I couldn't be specific.

16 Q You don't have the contract with you?

17 A No, I do not.

18 Q Is it possible, sir, that that contract did in fact  
19 contain a no cut, no trade clause?

20 A I wouldn't say that there is not some language  
21 attached to the contract that was interpreted by the player  
22 himself to have that effect, but I know I gave no effect  
23 to it.

24 MR.TOPKIS: We have no further questions. Oh,  
25 excuse me, if I may go to my bench, your Honor.