

(Witness excused.)

THE COURT: All right, next witness.

MR. HUGHES: Your Honor, Mr. Hadden will conduct the examination of the next witness.

THE COURT: Splendid.

MR. HADDEN: Your Honor, defense calls Mr. Cronin, please.

J O S E P H E. C R O N I N, one of the defendants, having been first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. HADDEN:

Q Mr. Cronin, where do you reside?

A 77 Lake Avenue, Newton Center, Massachusetts.

Q And what is your present position?

A I am president of the American League.

Q Mr. Cronin, would you give us a brief resume of your education, please.

A Well, I was born and reared in San Francisco, California; went to Cleveland grammar school; graduated from Sacred Heart High School, entered baseball, professional baseball, that is, when I graduated. Graduated in 1924. Went into baseball in 1925.

Q And starting with the year 1925, would you tell the Court please, with whom you signed your first professional baseball contract?

2 A I signed with the Pittsburgh Pirates. They optioned
3 me to Johnstown, Pennsylvania, Mid Atlantic League. I played
4 there in the season 1925. Went to spring training in 1926
5 with the Pirates. They optioned my contract to New Haven,
6 Connecticut of the Eastern League. They recalled my contract
7 in July of 1926. I remained with the Pittsburgh Pirates
8 the remainder of the '26 season and all of 1927. Incidentally,
9 that was the year that the New York Yankees beat the Pirates
10 four straight in the world series. And in 1928. after spring
11 training with the Pittsburgh Pirates, my contract was assigned
12 outright to Kansas City, Missouri, of the American Association.

13 I played with Kansas City, Missouri, the American
14 Association, until -- I will never forget the date -- Friday
15 the 13th of July, 1928, when the Washington Senators purchased
16 my contract.

17 Q That was an outright purchase, was it?

18 A Yes, sir.

19 Q What was your career thereafter then with the
20 Washington Club?

21 A Well, I became the regular shortstop in 1929 with
22 the Washington Senators and played with the Washington Senators
23 as regular shortstop in 1930, 1931, 1932. I was made their --
24 appointed player manager in 1933 with the Washington Senators.

25 Q How old were you at that time?

2 A Twenty-six, sir.

3 Q Continue, please.

4 A And in 1934, the fall of 1934, my contract was as-
5 signed outright to the Boston Red Sox.

6 Q Was there anything unusual that happened in the first
7 year that you were player manager for the Washington club in
8 1933?

9 A Well, modesty forbids, but we won the pennant that
10 year, although the New York Giants beat us at the world
11 series. A fellow named Carl Hubbell was responsible for it.

12 Q Is that the same Carl Hubbell that Mr. Feeney has
13 referred to, that is now with the Giants?

14 A I think Carl Hubbell is now the farm director of
15 the New York Giants -- I mean the San Francisco Giants, pardon
16 me.

17 Q Your experience with the Washington club came to an
18 end when?

19 A The fall of 1934; my contract was assigned to the
20 Boston Red Sox, and I was offered a three-year contract,
21 notified by telephone by Mr. Eddie Collins, and offered a
22 three-year contract to play and manage for the Boston Red
23 Sox.

24 Q And did you continue in that capacity for some years?

25 A Yes. I managed the Boston Red Sox and played for

1
2 them through 1942, '43, '44. '45 I broke my leg. '43 and '4
3 and '5 more or less I was the pinch hitter, and in '46 I
4 became the bench manager of the Boston Red Sox.

5 Q You retired as a player?

6 A Retired as a player, yes, sir.

7 Q And did you then continue for some years as the
8 manager, the field manager of the Red Sox?

9 A 1946 I was the bench manager, the non-playing mana-
10 ger. In 1947 the non-playing manager of the Boston Red Sox.
11 And then our general manager, Eddie Collins, became ill.
12 Mr. Hawkey invited me -- the owner of the Red Sox -- invited
13 me to come up to assist Mr. Collins, and in 1948 I assumed
14 the duties of general manager of the Boston Red Sox.

15 Q And from '48 until what --

16 A '48 until February 1959, when I was elected president
17 of the American League.

18 Q And you served in that capacity since February 1959?

19 A Yes, sir.

20 Q What was your lifetime batting average, Mr. Cronin?

21 A Well, when the wind was blowing at it, it was about
22 .301 or 2.

23 Q Have you, as a result of your playing career, your
24 service in baseball, earned any awards, Mr. Cronin?

25 A Well, I was elected to the Hall of Fame in 1956.

Q All right. Now, did you play as a member of an All-Star team on any occasions?

A Yes, I played one of the greatest thrills of my life -- with your permission, your Honor -- it was in the 1933 All-Star game, the first one ever played. They had the World's Fair in Chicago at that time, and they asked baseball to participate in this grand event, and from there, from 1933, it has been an annual game, and I played in about, oh, I think I played in about, oh, I think I played in about and managed a couple and coached a couple, and we had pretty good success in the All-Star game in those days, that is, the American League did.

Q Mr. Cronin, going back to the time of your service with the Washington Senators, who was the owner of the Washington Senators during your period of play there?

A Mr. Clark Griffith was the owner of the Washington Senators, one of the founders of the American League.

Q Was Mr. Griffith himself a former baseball player?

A Yes, Mr. Griffith was a famous pitcher, the Chicago White Sox. He also was a famous manager and he is also a member of Baseball's Hall of Fame.

Q And during the years that you played with the Washington club under Mr. Griffith's ownership, can you tell the Court, please, what reputation he had as an owner of the Washington

Senators?

A Well, his resources, sir, weren't too good. He had stiff competition from the Detroit Tigers, the New York Yankees, I think owned at that time by Colonel Ruppert. He was a resourceful man, smart in baseball ways, noted for his skill as an appraiser of baseball talent. He didn't have a farm system in those days, so he was a great judge of ballplayers and as a result improved the progress of his team during the time he was alive in Washington.

Q Did you have the experience of negotiating your personal salary with Mr. Griffith?

A Yes, I did.

Q And was there a practice or pattern which those salary negotiations took?

A Well, Mr. Griffith was a great teacher, not only a teacher of baseball, but a great teacher of conduct on the field, conduct off the field. It is with great reverence that I speak of him. And one of the things he taught me was to always keep negotiations going. He said some day you may be in a position where you might have to sign ballplayers. Never say no. Never say take it or leave it. Always say "might consider," and that practice I have maintained throughout my years in baseball.

Q Mr. Cronin, there has been testimony in this case

with regard to the possibility of changing the reserve system in such a way that baseball players would become entitled at intervals to become free agents. Now, again referring to the time when you were a member of the Washington club and specifically the year 1933 when you were the playing manager that led the Senators to the American pennant, would it, in your judgment, have been possible for Mr. Griffith to have assembled and fielded the team that won that pennant in that year if such a thing had been in effect as the reserve system?

A No, we were --

MR. TOPKIS: Could I have that question repeated?

THE COURT: Yes. Mr. Court Reporter, would you please.

(Question read.)

A The answer is no.

Q Would you tell the Court why, please?

A In order to put a baseball team together you must anticipate years in advance. You may come up with a Walter Johnson, like Mr. Griffith did, or you may come up with a Bob Feller. So you try to acquire the contracts that would blend the rest of the pitching staff into the men of the ability of Feller. Mr. Griffith in one year traded, assigned the contract of Buddy Myer, a fine young prospect from New Orleans, to Boston. He readily saw the mistake. The Boston

Red Sox at that time went down in the race, and the next year he offered the contracts of five players for Buddy Myer in order to get the contract of Buddy Myer back to Boston.

I had come onto the scene in Washington at the time, so Mr. Griffith figured he had the shortstop and the second base combination, he had a great third baseman in Ossie Bluege. The Yankees were the top team on the American League at that time. It was his thinking that if he could get two left-hand pitchers to pitch against Ruth and Gehrig, superior left-handed batters in the short right field fence in Yankee Stadium, that the Washington club would be greatly benefited. So with that thought in mind we traded -- we assigned the contract of Fred Marberry, a great relief pitcher, to Detroit for the contract of Earl Whitehill, a good left-handed pitcher. The same winter we assigned the contracts of Carl Reynolds, Sam West and Lloyd Brown, two outfielders, and a left-hand pitcher, for Walter Stewart, a left-hand pitcher, Goose Goslin, a left-hand hitting outfielder, and Fred Schulte, a centerfielder, and through those contract assignments Mr. Griffith was able to put a team together. We also obtained the services of Luke Sewell from Cleveland, and through those assignments he was able to put a team together, and I think that those particular transfers of

contracts won the pennant for him and incidentally helped him a great deal financially because at that particular time Mr. Griffith was in debt.

Q Now, Mr. Cronin, I take it from your answer that the assignability of player contracts was a very important feature of that team's success in the year 1933?

A Yes, it was.

Q Would it not have been possible, however, for Mr. Griffith to have obtained players of equal or comparable ability to those who were obtained through the assignment route, through purchase of players who might have been free agents?

A Well, baseball is a game of opinion. You may get a boy from the sandlots or a college, Eddie Collins, Frankie Frisch, that can step in, but those are rare occasions, so it is a game of opinion, and in blending your combination, the person in baseball has to exercise his own judgment, and it also stimulates interest in the town. The gentlemen of the press, through their daily reports, may make the suggestion that Joe Di Maggio would look good in the Boston Red Sox outfield. So it is a combination of interests that is very necessary for baseball, very, very helpful.

Q In your opinion, in the light of Mr. Griffith's resources, as you have described them prior to the 1933

season, would it have been feasible for him to have competed in the open market, so to speak, to acquire players who might have become free agents if the reserve clause had not been in effect at that time?

A No. At that time they didn't have any farm system. The player limit was then the same, if I remember correctly. Of course, Mr. Griffith, in 1924 and '25, was fortunate enough to have a team that represented the nation's capital in the world series against the Giants and the Pittsburgh Pirates. He was able to sign Monte Weaver -- I remember he was on the pitching staff. But very few players were on the staff that came up as youngsters.

When I was in Washington, we had one team, the Chattanooga Lookouts, and at that time, following the '33 season, or in that particular period -- it might be from '30 to '35 -- the Chattanooga Lookouts developed Buddy Lewis and Cecil Travis and any number of youngsters that stepped in to help the Washington Senators. But there wasn't any vast farm system at that time as far as Mr. Griffith was concerned.

Mr. Rickey had won over in the National League. He had a vast farm system.

Q Now, Mr. Cronin, in your opinion and based upon your long experience as a player and a manager and then a general

manager, is a player's bargaining position in salary negotiations with the club weaker than the club's position?

A No. I would say at least it was never with me. Perhaps it was because I was a former ballplayer, but being associated with Tom Yawkey of the Red Sox and other men that I have known in baseball, Frank Navin or Detroit, the Commisky's, I would say the ballplayer was rated very highly in their esteem and estimation.

Q Is it, in your opinion, a desirable thing for baseball players on the teams with which you have been associated to be satisfied with their level of salary?

A Well, Mr. Hadden, it's a strange thing about a baseball player. I don't think a baseball player is ever satisfied with his contract. I know I never signed one where I didn't think, gee, if I had stayed five minutes more I might have got another hundred dollars. However, everything being considered, I would say, yes, they were satisfied, as satisfied could be with fair and equitable negotiations.

Q And was it one of your objectives when you were in the position of negotiating such contracts for the club to see to it that players did reach that level of satisfaction?

A Oh, yes, it was a great satisfaction to be able to reimburse them and pay them what they thought they were worth. It was a great personal satisfaction knowing that you were

1 drawing well; your resources were there to do it. I say,
2 yes, it was a pleasure indeed.
3

4 Q In your experience with the Boston and Washington
5 clubs, can you give the Court an estimate of what the approx-
6 imate percentage of players might have been who made moves
7 of their permanent homes to the city of their new club when
8 they were traded to it?

9 MR.TOPKIS: Excuse me. Could I have that question
10 read back?

11 THE COURT: Certainly.

12 Mr. Court Reporter, would you please.

13 (Question read.)

14 A It might have been a policy at that time --

15 MR. TOPKIS: Excuse me, I think the question calls
16 for a yes or no answer, your Honor.

17 THE COURT: Yes. Not "might," Mr. Cronin. I won't
18 hold you to a yes or no if you can't answer it yes or no,
19 but will you not speculate. Just tell us that which you
20 know.

21 A The Washington Senators and the Boston Red Sox,
22 I don't think we had -- quick recollection, the top of my
23 head -- I'd say maybe we had two men who played for the
24 Washington team that lived in Washington, D.C.; the rest all
25 returned to their homes. Boston, maybe two also, to the best

of my recollection.

MR. TOPKIS: I move the answer be stricken as not responsive, your Honor.

MR. HADDEN: Your Honor, I believe it is entirely responsive.

THE COURT: I will let it stand. Strictly speaking, Mr. Topkis is right.

All right, next question.

Q Have you had occasion to review the situation as regards the present home addresses of the players in the American League, and if so, can you tell the Court approximately what proportion lives in or near the city where their ball club is located?

A I would say in reviewing it, out of 492 players there is a possibility of a hundred ten living in their respective cities, in the cities in which they play.

Q Now, Mr. Cronin, would you summarize briefly for the Court, please, what your duties are as president of the American League?

A Well, we assist in preparing the American League schedule. We make preparations for the American League participation in the All-Star game, the world series, the division championship series. We have exclusive control over the umpires and official scorers. We promulgate all player

contracts and take care of the papers of the American League. All waivers go through the American League office. We supervise the waivers going through. Many other duties.

(Defendant Feeney et al Exhibits H and I marked for identification.)

Q Mr. Cronin, I will hand you an exhibit which has been marked for identification Defendant Feeney Exhibit H, and ask you if you recognize what that is.

A That is the composition of the leagues, the National Association, 1970.

Q Do you recognize that as being a list of the clubs and the leagues which are now in existence in the minor leagues?

A Yes, sir.

MR. HADDEN: I offer this exhibit in evidence, your Honor.

MR. TOPKIS: No objection, your Honor.

THE COURT: Received.

(Defendant Feeney et al Exhibit H received in evidence.)

Q I will ask you now to look at a further exhibit marked Exhibit Feeney I for identification and ask you if you recognize what that is.

A That is paid attendance 1969 fo the National Association Leagues.

Q Would it be a fair statement that the represents what the paid attendance is for all the minor league baseball games played in the United States during the 1969 season ?

MR. TOPKIS: Objection, your Honor. I don't know how the witness could possibly know the answer to that, but if counsel tell me that it is that, I will have no objection.

MR. HADDEN: I am so advised.

THE COURT: That is fair enough.

MR. TOPKIS: Could you tell me the source of your information?

MR. HADDEN: It is through a report prepared by the National Association office in Columbus.

MR. TOPKIS: That is satisfactory, your Honor.

MR. HADDEN: I offer this exhibit in evidence, your Honor.

MR. TOPKIS: No objection, your Honor.

THE COURT: Received.

xxx (Defendant Feeney et al Exhibit I received in evidence.)

MR. HADDEN: Mark this, please.

xxx (Defendant Feeney et al Exhibit J marked for identification.)

Q Mr. Cronin, I now show you a paper which has

1
2 been marked Defendant's Feeney Exhibit J for identification
3 and I will ask you if you will look at that and see if
4 you can identify what that document is.

5 MR. TOPKIS: Excuse me, your Honor, just to
6 hasten things along. This is a National League contract. I
7 don't imagine Mr. Cronin ever laid eyes on it before.
8 I have no objection to it, though, if you tell me what it
9 is.

10 MR. HADDEN: May I offer an explanation? It is
11 a National League contract. It is the form of National
12 League contract which was in use in both major leagues in the
13 year 1945 and previous, and with the exception of the word
14 "National" and "American" it is identical in both leagues.

15 MR. TOPKIS: May I inquire how far back its use
16 goes, to your knowledge?

17 MR. HADDEN: I will have to call upon my co-
18 counsel, Mr. Carroll.

19 MR. CARROLL: This form was in effect in 1946,
20 and during the war years. I don't know beyond that.

21 MR. TOPKIS: From '41, then, to '46?

22 MR. CARROLL: I would say so.

23 MR. TOPKIS: I have no objection to it. There
24 is no need to trouble the witness with it.

25 A Yes, sir.

Q You do recognize it as being as I have described it?

MR. TOPKIS: I have admitted it into evidence subject to his Honor's ruling, of course.

THE COURT: Received, Mr. Clerk. Have you marked it in evidence?

THE CLERK: No, I haven't.

THE COURT: Mr. Hadden.

(Defendant Feeney et al Exhibit J received in evidence.)

Q Mr. Cronin, you have been the president of the American League, as you have certified, since 1959. During that period was the free agent draft adopted by the clubs of the major leagues?

MR. TOPKIS: Objection, your Honor. We have had that at least four times. It was adopted in 1965.

THE COURT: Yes, that is true, but not from this witness. I will take it from him. What is your answer?

A Yes, I was president of the American League when it was adopted. Rule 4, that is.

Q There has been testimony here, Mr. Cronin, that the adoption of the free agent draft in 1965 has helped to equalize the competitive playing strengths of the major league clubs. Do you agree with that testimony?

1
2 A Yes, sir.

3 Q Are you in a position to furnish the Court
4 examples that support your conclusion?

5 A The California Angels, who are up in 1-2 now
6 in the Western Division of the American League, have one of
7 the outstanding pitchers in the American League named Messer-
8 smith, an outfielder named Tatum, another fine pitcher
9 named Murphy, a ballplayer that I think -- no, I am thinking
10 Kansas City has the Mets player Otis.

11 I'd say that the crop of youngsters since this
12 particular rule was enacted has been excellent, outstanding,
13 I would say.

14 Q And is it your conclusion that the California
15 Angels have been helped materially by the fact that they
16 have been able to obtain those players?

17 A That is the reason they are up there. They may
18 win the division. And in Oakland we have the other three
19 great players, Bando, Monday and Jackson.

20 Q All of the players whom you have named came to
21 their respective clubs through the operation of the free
22 agent draft, is that correct?

23 A Yes.

24 Q Mr. Cronin, in your opinion is it a possibility,
25 a reasonable possibility, that a club in the American League

could develop itself and become a balanced team with strength at the various positions solely through player development rather than through acquiring players by assignment?

A I think it has to be a combination of both. Our experience in Boston, we thought we were going to sign all the promising youngsters around the country at great expenditure, but we found that we had to not only purchase the contracts of players from independent minor league clubs, some home grown and also acquire the contracts of players that were with other clubs. A combination of all three.

Q Mr. Cronin, you are familiar, of course, with the form of Uniform Player's Contract which is now in use in the two major leagues?

A Yes, sir.

Q Will you tell the Court whether or not there is a portion of that contract which has reserved a place for special covenants?

A Yes. Just over the signature we have a space that if there is any side agreements between the player and the club other than, they utilize this particular space, and it is, as you said, called a special covenant.

Q In your position as league president, must you approve each contract that is entered into between a

club and player in the American League before it becomes final?

A Yes, we promulgate the contracts.

Q Are you familiar, as a result of that obligation, with the types of special covenants which are from time to time agreed upon by players and clubs?

A Yes. We have -- yes, sir.

Q What are they, please?

A Well, the most prominent recently has been the deferred compensation clause in the special covenant. But we have others. If his performance warrants it in the opinion of the manager, the boy may receive a bonus.

Q Have there been in your years as president of the American League contracts for a term of longer than a year between players and clubs?

A Yes. Over a span I have seen a few. Not too many.

Q Were you in court, Mr. Cronin, during the testimony of Commissioner Kuhr and Mr. Feeney?

A Yes, sir.

Q Did you hear the testimony which they gave concerning their reactions to the various modifications in the reserve system which have been suggested by the

plaintiff's witnesses?

A I heard much of the testimony, yes, sir.

Q Do you agree with the opinions given by Mr. Feeney and Mr. Kuhn in that regard?

A Yes, sir.

Q There has also been testimony, Mr. Cronin, with reference to the experience of the Seattle Expansion Club over the last year or two, and it has been pointed out or questions, at least, have been asked to the general effect that the club was organized and came into the American League on an investment of approximately \$5 million or perhaps somewhat more and that the club was sold after a year of existence by ownership in Seattle to ownership in Milwaukee for about double that price.

Are you able to tell the Court, please, whether the ownership of the Seattle club has or will realize any profit as a result of the sale to Milwaukee?

MR. TOPKIS: Objection, your Honor, now without further qualification, I would submit, with this witness.

THE COURT: Objection sustained. I think you ought to lay a better foundation for that particular question.

Q Mr. Cronin, as president of the American League, are you familiar with developments and events which took place in relation to the transfer -- excuse me -- withdrawn.

1
2 In relation to the admission of the Seattle franchise to
3 membership in the league?

4 A Yes, sir.

5 Q Are you aware of the approximate cost of that
6 admission to membership?

7 A Yes, sir.

8 Q Will you tell the Court approximately what it cost
9 the Seattle ownership to be admitted to the league?

10 A In the neighborhood of five million four.

11 Q And what did the owners of the Seattle club
12 acquire in exchange for that amount of money?

13 A Contracts of 30 players and the franchise.

14 Q And when did the Seattle club go into operation
15 for the first time?

16 A Spring of '69.

17 Q That is, on the commencement of the '69 regular
18 baseball season?

19 A Yes.

20 Q How long a period did the club function in
21 Seattle?

22 A The 1969 season.

23 Q Are you also familiar with the events which
24 led up to the transfer of the Seattle club to Milwaukee?

25 A Yes, sir.

Q

A

Q

A

24

unless I am interrupting some point you are about to develop.

1 MR. HADDEN: This will be a convenient time,
2 your Honor.
3

4 (Recess.)

5 THE COURT: Mr. Hadden, won't you please proceed?

6 MR. HADDEN: Yes, sir. Thank you.

7 BY M R. HADDEN:

8 Q Mr. Cronin, prior to the recess we were discussing
9 the Seattle ball club. Are you aware, sir, of your own
10 knowledge of the general categories of expense which the
11 Seattle club was required to make in the operation of the
12 Seattle club in 1969, and also to get ready for the 1969
13 season?

14 A They organized a farm system, they acquired
15 the contracts of around 120 to 150 ballplayers, they had
16 to fix up the ball park, the Sick Stadium. So I would
17 say most of the expense was renovating in conjunction
18 with the city Sick Stadium, plus the hiring of managers
19 and office force and everything else allthrough the minor
20 league system, scouts.

21 Q Was Sick Stadium to which you refer a major
22 league stadium?

23 A No, it was a stadium, Pacific Coast League. Seattle
24 Pacific Coast League played in it previously.

25 Q Was it the intention of the American League

that that would be the permanent major league stadium of the Seattle club to play in indefinitely in the future?

A No, sir. They had a bond issue for a new dome stadium to be constructed in 1973.

Q So that Sick Stadium was a facility occupied only for interim purposes?

A Yes, sir.

Q In your judgment as president of the American League, did it conform to major league standards?

A No, I'm sorry to say it did not. We had quite a bit of drainage problem in the outfield. They could never fix the drainage. And our visiting ballplayers were fearful of getting hurt in the slippery outfield. They had light problems, transformers blew out. They had problems in the clubhouses, the facilities for the ballplayers were not up to American League standards, no, sir.

Q How about the seating facilities for the paying public?

A They had about a seating capacity of about eighteen to twenty thousand.

Q Were they first class seats, in your opinion?

A No. It was makeshift bleacher seats throughout the outfield.

Q As a result of the operations of the Seattle

1 club in that stadium during the 1969 season, will you tell
2 the Court, please, if you know, whether the Seattle Club
3 sustained operating losses?
4

5 MR. TOPKIS: Objection, your Honor. The witness
6 is not competent to respond to that question, I submit.

7 THE COURT: Do you happen to know, Mr. Cronin?

8 THE WITNESS: Just hearsay, your Honor.

9 THE COURT: Hearsay?

10 THE WITNESS: Yes, sir.

11 THE COURT: Objection sustained.

12 MR. HADDEN: Your Honor, may I make an observa-
13 tion at this point? Mr. Cronin says he does not know
14 these matters of his personal knowledge. May I beg leave
15 of the Court to put in the record of this case, at a future
16 time when available, documentary evidence that will bear out
17 the questions that I have been asking?

18 THE COURT: Certainly.

19 Q Mr. Cronin, there has been testimony in this case
20 about the player relations committee of major league baseball.
21 Are you a member of that committee?

22 A Yes, sir.

23 Q What does the committee consist of?

24 A President of the National League, president of the
25 American League and two owners from each league to represent

the players relations committee. We have a subcommittee of the two presidents and a labor consultant with counsel.

Q Who are the people who are the club representatives on the players relations committee?

A Jerry Hoffberger, Baltimore Orioles, Richard O'Connell, Boston Red Sox; from the National League it is Frank Dale of the Cincinnati Reds and Richard Meyer of the St. Louis Cardinals.

Q And in your capacity as a member of the subcommittee, have you attended negotiating meetings with representatives of the Players Association?

A Yes, many from October on.

Q October of what year?

A October of '69.

Q That subject matter was under discussion with the Players Association in those meetings starting in October of '69?

A We discussed the basic agreement.

Q This is negotiation of a new basic agreement?

A Yes, sir.

Q Prior to that time, Mr. Cronin, did you attend other meetings having to do with other subjects of negotiation with the Players Association?

A With the Players Association?

1
2 Q Yes, sir. You referred to the new basic agree-
3 ment. There was an earlier basic agreement, was there not?

4 A Oh, yes. We had the two-year basic agreement.

5 Q And you participated in those negotiations
6 as well?

7 A Yes, sir.

8 Q Was there any other contract of a substantial
9 nature which was negotiated between those two separate
10 negotiations?

11 A Prior to the last negotiations we had the pension,
12 the benefit plan, in negotiation.

13 Q And you participated in those as well?

14 A Yes, sir.

15 Q Over what period of years have you acted as a
16 member of that committee and participated in those negotia-
17 tions?

18 A Since the committee was inaugurated. Is it four
19 years now? I wouldn't know offhand.

20 Q You referred a moment ago in one of your answers
21 to a consultant. Would you identify who the consultant
22 is, please?

23 A John Gaherin is the labor consultant for the
24 major leagues in the negotiations with the Players
25 Association.

1215

Q Is Mr. Gaherin the person who principally carries
On the negotiations?

A Yes, sir, and he and Marvin Miller were with
Dick Moss, as counsel, for the Players Association, yes.

Q Do you anticipate that Mr. Gaherin will appear
and give testimony in this case?

A I understand he is here, yes, sir.

Q Mr. Cronin, when you were serving as a club
official and had responsibility for negotiating assignments
of player contracts, what was your practice as regards inform-
ing players that their contracts had been assigned?

A Well, if it was -- if the player was available
we called him in and talked to him. If the player was
not available, we had the manager of the club talk to him.
If we couldn't find him to talk to him in person, we called
him on the telephone.

Q Was it your policy always to deal with him person
to person if it was possible to do so?

A Yes, sir. We made every effort to do it. We
wanted to notify the player before he read about it in the
newspaper.

Q There has been testimony here, Mr. Cronin, that
it would perhaps improve the reserve system in organized
baseball if players were required to give their consent

1
2 in advance regarding possible trades. You have already
3 stated that you agree with the testimony of Mr. Feeney and
4 Mr. Kuhn in this regard. Do you have anything further
5 to add on that subject?

6 THE WITNESS: Well, may I expand, your Honor?

7 THE COURT: Yes, you have a right to in answer
8 to that question.

9 A One of the most difficult positions a manager or
10 a general manager can find himself placed is notifying
11 a ballplayer that his contract has been assigned elsewhere.
12 It is a delicate question. You have known the ballplayer
13 for years. And I would say that -- I am going off now.
14 What was your question, Sandy?

15 Q The question is would it be feasible to engineer
16 player assignments and making trades of player contracts
17 if you had to get the consent of each of the players involved
18 prior to the assignment.

19 A It would be quite difficult, particularly when
20 you have a three-player deal or a two-player deal. I don't
21 see how it could be workable.

22 Q Can you expand on your reasons for that?

23 A Well, you have a moral problem. A ballplayer
24 may have had a roommate for a number of years, he may have
25

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Cronin-direct

1 a particular member of the Newspaper Guild that he has been
2 friendly with that has been kind to him for a number of
3 years, and it is quite, as I said in the beginning, it is
4 a delicate question in the first place to notify a boy,
5 but then you have your moral problem if there is any hesi-
6 tation on the boy. You maybe have talked for weeks with
7 another club regarding the assignment of a contract.

8 You are anxious to fill a spot from the club in
9 which you are making the assignment, and you have mutually
10 agreed to it, it is set, and it is quite hard to bring a
11 ballplayer in at that time and ask his permission. It is
12 quite difficult.

13 Q If you were to do so, Mr. Cronin, and the ball-
14 player, for whatever reason, withheld his consent, what
15 effect, if any, would that have on the morale of your ball
16 club or any other club?

17 A You would have a dissatisfied ballplayer. The
18 press would dwell on it all during the season. It would make
19 it uncomfortable for everyone concerned.

20 Q Mr. Cronin, I take it that you have also heard
21 the testimony of Mr. Kuhn and Mr. Feeney regarding the
22 reasons for the present reserve system and as to its
23 necessity for the operation of organized baseball.

24 Do you agree with their testimony in that regard?

25 UNITED STATES DEPARTMENT OF JUSTICE

(RECEIVED AT ST. LOUIS, MO.)

ST. LOUIS, MO. MAY 1, 1934. TELEPHONE: CLAYLAND 7-0000

1
2 A Yes, sir.

3 Q In your opinion, is the reserve system as
4 presently constituted beneficial both to the clubs and to
5 the players?

6 A Yes, sir.

7 Q Will you tell the Court why, please?

8 A Well, it is a complex system but with our waiver
9 rules, with our sending out the contracts earlier date,
10 we have many built-in benefits for the ballplayers, we have
11 a waiver rule whereby you can only ask waivers on a ball-
12 player twice and you can't withdraw the third time, which
13 was requested by the ballplayers back in 1946 when they
14 first had their Players Association. Years ago we sent out
15 the contracts -- I think the date was either late February
16 or March. The ballplayers asked we send them out January
17 15th, so they would have time. The ballplayer that went
18 from the majors to the minors, who naturally had to expect
19 a reduction in salary, that is, if his transfer was between
20 seasons, at the ballplayer's request we send their contracts
21 out now January 15.

22 So they, too, will have a chance to negotiate
23 over a longer period because the National Association ball
24 clubs do not start until two or three weeks after the
25 major leagues.