

cross

prospectus, your Honor, I have no further questions of the witness.

THE COURT: Would you like to proceed with cross and then let Mr. Hughes go back to this last exhibit?

MR. TOPKIS: If I might, your Honor.

THE COURT: Would you prefer it that way or would you like a little recess to study it now? Whichever you say.

MR. TOPKIS: I will go ahead, your Honor.

THE COURT: Mr. Kramer.

MR. KRAMER: I have some questions, your Honor.

THE COURT: We welcome you back into the fold.

CROSS-EXAMINATION BY MR. KRAMER:

Q You testified, Mr. McHale, you were with the Commissioner's office but you did not tell us when. Would you mind telling us the date?

A 1967 and 1968, until August of 1968.

Q So that you never served under Commissioner Kuhn?

A No, I did not.

MR. KRAMER: Nothing more.

CROSS-EXAMINATION BY MR. TOPKIS:

Q Who was the Commissioner under whom you served, Mr. McHale?

A General William Eckert.

Q You testified, I think, that you have a 10 per cent interest in the partnership which owns the Montreal Expos?

A Yes.

Q How much of your own money did you put up for that?

A I put up slightly in excess of \$100,000 in cash and certain loan obligations that I went on signature for.

Q Did you borrow the \$100,000?

A No.

Q Any part of it?

A No.

Q What was the extent of the borrowings that you made in addition to the \$100,000?

MR. HUGHES: Do you feel you need the specifics on this?

MR. TOPKIS: I do, indeed.

THE COURT: All right.

A We have borrowings from the Bank of Montreal and the Sports Service, our concessionaire.

Q These are borrowings that the partners made as a group?

A Yes.

Q And you are all jointly and severally liable on them?

1  
2 A Yes -- no, I am not as liable as the other  
3 partners.

4 Q You are liable to what extent?

5 A \$25,000.

6 Q So your maximum personal liability is \$25,000?

7 A In the borrowings.

8 Q And you have \$100,000 of your own cash invested?

9 A Yes.

10 Q How much money was borrowed from the Bank of  
11 Montreal?

12 A Two million dollars.

13 Q And how much from Sports Service, the concession-  
14 aire?

15 A Two and a half million dollars.

16 Q And you invested 100,000. Where did the balance  
17 of the purchase price come from?

18 A The other partners put up the capital.

19 Q You don't know whether they borrowed any portion  
20 of that?

21 A Each partner was required to make his own arrange-  
22 ments on it, and I am not familiar with how each of them  
23 financed their position.

24 Q To your knowledge, some of them did make borrowings  
25 for the purpose of financing their interest?

1  
2 A I don't know that as a fact, no.

3 Q You don't know one way or the other?

4 A No.

5 Q When did you put up your \$100,000?

6 A I think it was in the early fall of 1967 -- '68.  
7 I am sorry, 1968.

8 Q Was more than the \$10 million purchase price raised  
9 initially, and I refer, of course, to the possible need  
10 for working capital?

11 A No. As I said, it was ten million eight Canadian  
12 funds. We were operating with Canadian dollars.

13 Q Your 100,000 was Canadian or American?

14 A Canadian.

15 Q So we are talking in Canadian funds all the way  
16 through?

17 A Which way would you like to talk?

18 Q Whatever way you have been talking. You told  
19 me you borrowed two million from the Bank of Montreal.  
20 Is that Canadian?

21 A Keeping track of the international currency problem  
22 has always been a problem up there in our operation. We  
23 paid \$10 million U.S., so I think we borrowed the equivalent  
24 of \$2 million U. S.

25 THE COURT: Excuse me a minute.



MR. TOPKIS: Surely, your Honor.

(Pause.)

THE COURT: What is the pending question, Mr. Court Reporter, please?

(Question read.)

Q And you borrowed two and a half million U. S. from the Sports Service, is that right?

A Yes.

Q Did you make any other loans?

A No.

Q The rest of the purchase price was put up by the partners, is that right?

A Yes.

Q Did the partners put up any sum for working capital?

A No. We had a great response when we put out tickets up for sale, and actually our season ticket money provided us with the working capital necessary to start.

Q Do I understand, then, just to sum it up, if I may, Mr. McHale, that for personal investment of \$100,000 and an additional contingent liability of \$25,000 you got 10 per cent of a business with an opening net worth of ten million?

A Yes.

Q And do you testify to this Court that were it not for the reserve system in precisely its current form and no other, you would not have made this investment?

A I would not.

THE COURT: In other words, you so testify?

THE WITNESS: Yes.

THE COURT: In other words, you adopt what the questioner put in his question? Do you want to have it read again to you?

THE WITNESS: Yes.

THE COURT: Read it again.

(Question read.)

A Yes.

Q In fact, do you believe, Mr. McHale, that no investment in baseball would be appropriate were it not for the reserve clause in precisely its present form? Isn't that right?

A No, I said that I wouldn't have made my investment. That happens to be as far as I could go in this investment.

Q Speaking of the average investor, Mr. McHale, you would think it inappropriate for an investor to invest in baseball were the reserve clause modified in the slightest degree, wouldn't you?

A I would not recommend an investment in baseball.

1 Q You wouldn't recommend such an investment if  
2 the reserve clause were modified either by this Court or  
3 by the Congress?  
4

5 A Well, Mr. Attorney, the reserve clause has  
6 continually been modified in baseball as we have gone through  
7 the evolution of the game since I have been in it.

8 Q Yes?

9 A So you would have to identify the modification  
10 for me before I would answer that question in such  
11 a general way.

12 Q Suppose this Court were to hold that the reserve  
13 system as it exists today violated the American antitrust laws.  
14 You would not urge anybody or recommend that anybody invest  
15 in baseball, is that right?

16 A If it meant the abolition of the reserve clause  
17 as we know it, I would not recommend that anyone invest  
18 in baseball.

19 Q How about modification of the reserve clause?

20 A Well, what modification are you speaking of?

21 Q I will offer you a few particulars. Suppose the  
22 reserve system as we know it today --

23 THE COURT: Would you mind taking it piecemeal,  
24 one particular at a time?

25 MR. TOPKIS: Yes, your Honor.

1 THE COURT: If it is the same to you.

2 MR. TOPKIS: Yes, your Honor. I will try to.

3 Q Suppose the reserve system as it exists today  
4 and as you testified to it were modified in this one  
5 particular and this one particular only, namely, that the  
6 player and the club were they unable to arrive at an agree-  
7 ment on the player's salary for an upcoming season would  
8 have the right to seek impartial arbitration of that salary  
9 and the arbitrator would be empowered only to select  
10 between the figure urged by the player and the figure urged  
11 by the club. On that assumption, would you regard invest-  
12 ment in baseball as a risky matter or entirely proper?  
13

14 A It would be a much more risky investment. The  
15 degree --  
16  
17  
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19  
20  
21  
22  
23  
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25



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THE COURT: In plain language, Mr. McHale, how so? Explain it to me. I am supposed to understand all of this from A to Z, and I would like to get the benefit of your explanation. Now you make it very simple and let me understand.

THE WITNESS: Well, your Honor, the word "unique" has been used here many times, and I think that is probably the best word to use.

I have sat with men I have admired for their baseball careers and their judgment, their ability to evaluate talent, and to watch a double play combination miss or make a double play is often -- and it is more than often -- for the most part, if you miss making that play, the average observer wouldn't really know how or why that was missed. There was a timing involvement there that a real major league ballplayer, when a double play has to be made, he makes it, or if a pitcher has to get a ball over the plate at the right time, and the game is in the balance, and he does it or he doesn't do it, there is a trained eye, there is a feeling, there is an intuition that you acquire through the years of either having played or having watched thousands and thousands of instances like that, that I don't believe an arbitrator can understand unless he is with that club almost every game, unless he has the background and the training.

to judge these things.

THE COURT: Are you through?

THE WITNESS: Yes.

THE COURT: Next question.

Q Well, you make deals for ballplayers all the time without having watched them in every game, don't you?

THE WITNESS: May I answer that beyond yes or no, your Honor?

THE COURT: Yes, you may.

A Either we see them enough to think we have seen them in practically every game or our eyes and ears have seen them, our scouts, which will give us that information, judgment that we trust, so really that would be the same as if we saw them.

Q And you believe that nobody in baseball, even, let us say, Commissioner Kuhn or Chub Feeney or Joe Cronin would be competent to sit as an arbitrator in salary disputes between a club and a player?

A I don't think they would, no, sir.

Q Would you?

A For my own team, yes, but not for the rest of the league.

Q You would agree with me, I suppose, that the establishment of you in your current capacity and simultaneously in the capacity of arbitrator is rather unlikely?

1 A I would assume, yes.

2 Q But nobody would be capable of performing this  
3 function, is that your testimony?

4 A No, I am not saying that.

5 Q Well, if Bowie Kuhn couldn't do it, who could?

6 A I think it would take a whole battery of people who  
7 do nothing else but follow the teams around and whose judgment  
8 everyone would accept as expert.

9 Q How large a battery would you think this would take?

10 A It would take -- well, there are 24 clubs and there  
11 are 12 games going every day. It would take 12 men who are  
12 expert in judgment and experience to make that judgment.

13 Q Men of the order of skill in appraising ballplayers  
14 such as Topflight scouts possess, I suppose?

15 A More than that. It would take not only the scout  
16 who could identify the talent, but also the scout who would  
17 understand the contribution this player is making to this  
18 team. More than just an objective viewpoint, you have to  
19 go: into the subjectiveness of a player and his contribution  
20 to the team.

21 Q And that would establish a system of perfect justice  
22 in arbitration, is that your testimony?

23 A I am not saying that, no. I am saying that if you  
24 want an arbitrator to judge a performance of a player outside  
25



of his statistical record, that you have to have that arbitrator continually watching this player play.

Q Possibly even have films made of the player?

A I don't see what that would contribute.

Q Well, I am glad we found something that was not indispensable.

MR. HUGHES: I object to that, your Honor.

THE COURT: Well, it is a human reaction. It is not evidence.

MR. TOPKIS: Thank you, your Honor. I apologize for it.

Q If you were willing to accept a system of less than absolutely perfect justice, wouldn't it be possible, Mr. Witness, to accept a system in which 12 good scouts were assigned to go around all season long and each of them watch one game per day --

MR. HUGHES: I object --

MR. TOPKIS: If I may finish my question, please, Mr. Hughes. I meant no discourtesy in cutting you off.

Could I have it read back? Then I will finish.

THE COURT: Yes, please read the question. By the way, please understand, in our court here, in the Federal system, the court reporters do not respond to a direction to read any part of the record unless it comes from the Judge,



so he gets a little flustered when you ask him. He looks at me.

So you may read.

(Question read.)

Q Wouldn't it be possible under such a system for an arbitrator to render informed judgments on salary disputes?

MR. HUGHES: Now I object to it, first, your Honor, on the ground that, as I understand it, it is two questions; that the first question is improper in form. The answer to it would be highly speculative and have absolutely no probative value. Anything is possible.

THE COURT: Well, as to the two questions in one, we have got a pretty good fielder on the stand who can take care of that. As to the other, there is something to what you say, but I would like to get his reaction to it.

What is your reaction?

THE WITNESS: May I answer beyond yes or no, your Honor?

THE COURT: Yes, of course.

A Well, I think in baseball we sort of would be cutting off our nose to spite our face if we assigned the 12 top scouts that we have in baseball to watching the performance, because they would not be watching the performance of new talent that we want to keep bringing in, so there would be

1 a negative at thatpoint. Beyond that, I would say that it  
2 would be a speculative thing and it would be possible, yes,  
3 I would say.  
4

5 THE COURT: It would be possible?

6 THE WITNESS: Yes.

7 THE COURT: All right.

8 Q It would be possible, all right. So that you agree,  
9 then, that it would be possible to establish such a system,  
10 although it might involve taking away the 12 top scouts in  
11 baseball from the clubs with which they are now connected?

12 A Yes.

13 Q Assuming that such a sacrifice were made and such  
14 a system of arbitration adopted, what objection could you have  
15 to it in terms of its impact on baseball as it exists today,  
16 if any?

17 A Well, I think that any time you bring an arbitrator  
18 into the picture of salary negotiations I believe you are  
19 polarizing the situation between player and management.  
20 I think the system that we have at this point, up to this  
21 point, has worked well. That is the way I feel.

22 Q Isn't this the fact, Mr. McHale -- and I thank you  
23 for your candor, sir -- isn't it a fact, Mr. McHale, that you  
24 like the system very much as it exists today?

25 A Well, I am not negotiating the salaries of our

1  
2 players now. Our general manager does that. I don't hear  
3 that many objections to it, frankly.

4 Q I am asking you for your feeling.

5 A Yes.

6 Q You like it very much, don't you?

7 A Yes, I like the system.

8 Q And you don't want to see it changed in the slightest  
9 respect, isn't that right?

10 A Yes, that would be my answer on that.

11 Q I thought so. And as you sit there on the witness  
12 stand, aren't you doing your best to think of reasons why it  
13 shouldn't be changed?

14 MR. HUGHES: Your Honor, I object to that.

15 THE COURT: Well, it is proper cross examination,  
16 Mr. Hughes. We are here to see the fairness with which  
17 Mr. McHale discharges his obligation as a witness.

18 Objection overruled.

19 THE WITNESS: I have thought of it for some time.

20 THE COURT: All right, I am sure you must have.  
21 What is your answer?

22 THE WITNESS: May I have the question?

23 THE COURT: Surely.

24 Would you read it, Mr. Court Reporter, please.

25 (Question read.)



1  
2 A No, I don't think I am sitting here thinking of  
3 reasons. I think the reasons have already been developed in  
4 my mind, and I am just giving them back to you as I recall  
5 them.

6 Q I see. And you will agree with me --

7 MR.TOPKIS: Well, strike that, please.

8 Q It is your view, then, that your investment of  
9 \$100,000 in cash and \$25,000 in terms of a contingent liabil-  
10 ity would be seriously prejudiced if any of these changes  
11 that have been testified about were adopted?

12 A I think they would be affected, yes.

13 Q Your investment?

14 A My investment would be affected, yes.

15 Q Seriously affected?

16 A It depends on what changes you want. You said --

17 Q Arbitration of the kind we have been talking about,  
18 you and I.

19 A I already said it was speculative and that it was  
20 a possibility as you outlined it and I am not sure that that  
21 would be a tremendous setback to my investment.

22 Q You don't know, then, as you sit there, whether or  
23 not your investment would be --

24 A I know I made my investment under a certain set of  
25 rules and circumstances which I believed were going to con-



tinue for some time. Now, if you are going to change the rules of the ball game, I have to reevaluate my investment.

Q I am asking you whether it is your opinion that your investment would be under greater, substantially greater risk if that change were made?

A Yes.

Q Suppose a player were given the right after five years to be a free agent and negotiate with clubs in the other league but not with any other club in his own league. Would that seriously risk your investment?

A Yes.

Q Suppose baseball were to adopt a system like that of professional football where the player has the right to play out his option. Would that in your judgment seriously increase the risk of your investment?

A Yes.

Q Suppose the reserve system were declared unlawful either by this Court or by a higher Court or were to be declared unlawful by legislation adopted by the Congress, would that, in your judgment, seriously increase the risk of your investment?

A Yes.

Q Did you have any role in preparing the registration statement, Exhibit K for identification, of the Milwaukee

Braves, Inc.?

A Yes.

Q That registration statement does not contain any language warning about the possibility of a change in the reserve system, does it?

A I don't recall that.

Q Do you want to check it?

THE COURT: Well, if you ask Mr. Hughes, he will answer it.

MR. HUGHES: Your Honor, I stipulate, in the terms in which the question was put, that there is no such statement as that. There is a description of the reserve system, however.

THE COURT: Very well.

MR. TOPKIS: Very well. The document, I am sure, speaks for itself, your Honor.

MR. HUGHES: Indeed it does.

Q You said, I believe, that you had certain conversations with your prospective partners about the antitrust laws, is that correct?

A Yes.

Q Those were about the American antitrust laws, I take it, the Federal, United States antitrust laws?

A Yes, but not restricted to U.S.

2 Q Let me backtrack a second. You said you yourself  
3 made a certain study of the American antitrust laws, is that  
4 right?

5 A No. I said I was aware of the cases which baseball  
6 was involved in, which brought up the question of antitrust.

7 Q The cases in the Federal Courts leading up to the  
8 Supreme Court of the United States, those were the ones that  
9 you have in mind, aren't they?

10 A The Federal Courts and also the State of Wisconsin.

11 Q The Milwaukee case?

12 A Yes.

13 Q Did you consider the laws of any other state than  
14 Wisconsin?

15 A No, I did not.

16 Q And did you consider Canadian antitrust law?

17 A It was discussed, yes.

18 Q With you?

19 A With our group, yes, with our group.

20 Q Now I am asking you -- I am sorry, perhaps I haven't  
21 made myself clear. It was my understanding that you more or  
22 less went up to Montreal with a certain body of information  
23 in your head or on paper or whatever, and that that included  
24 a consideration of the American antitrust laws, and I think  
25 you just testified the Wisconsin case as well, and what I

1 want to know is, did the body of information that you took  
2 with you to Montreal include any information pertaining to  
3 the Canadian antitrust laws?  
4

5 A Not that I took with me, no.

6 Q Did you receive advice on the Canadian antitrust  
7 laws?

8 A Yes.

9 Q From whom?

10 A I received advice from our legal counsel --

11 THE COURT: That is sufficient. You don't want the  
12 name.

13 MR. TOPKIS: No, I do not, sir.

14 THE COURT: All right.

15 Q Was it in writing or was it delivered orally?

16 A I don't remember whether it was in writing.

17 THE COURT: Allright, next question.

18 Q Do you have the writing, if any, with you?

19 A No, I do not.

20 Q Any writing, if it exists, is back in your office  
21 in Montreal?

22 A It is either in Montreal or in the office of the  
23 counsel of the National League.

24 MR. TOPKIS: Well, we have the counsel for the  
25 National League present here. I wonder whether I might be



1 jkbr 13

McHale-cross

2 advised whether any such opinion is in their files?

3 MR.HOYNES: There was no opinion delivered in writ-  
4 ing.

5 MR. TOPKIS: No opinion was delivered in writing to  
6 McHale. You state that, Mr. Hoynes, on your own authority,  
7 and I accept it.

8 MR. HOYNES: Yes.

9 MR. TOPKIS: Very well.

10 Q I think you said this morning, Mr. McHale, that base-  
11 ball is -- and tell me if my notes are right -- "highly specu-  
12 lative game." Was that your testimony, sir?

3 13 A It might have been. I think I could -- I probably  
14 would be more exact if I said it would be a highly speculative  
15 investment.

16 Q A highly speculative investment. Very well. I wel-  
17 come the modification.

18 Tell me, have you ever heard of anybody losing money  
19 by investing it in a baseball club?

20 A I think the results of major league --

21 Q Would you answer my question, please, yes or no?

22 THE COURT: Can you answer it yes or no? Listen  
23 to the question. Would you listen to it, please.

24 Read the question, please.

25 (Question read.)

1  
2 A Would you like to say -- baseball club, yes, if you  
3 are talking about minor league baseball.

4 Q No, sir, major league.

5 THE WITNESS: May I expand on that, your Honor?

6 THE COURT: Well, if you think you have to, let us  
7 understand you.

8 THE WITNESS: Well, I am not that familiar with  
9 sales of other clubs and whether they sold for more than they  
10 were purchased for or not.

11 THE COURT: I see. All right, next question.

12 Q My question, Mr. McHale, was whether you had ever  
13 heard of anybody losing money by investing it in a major  
14 league baseball club.

15 A My answer is no.

16 Q Thank you, sir.

17 Yet you consider baseball a highly speculative in-  
18 vestment. Would you tell me, please, what you regard as  
19 a safe investment?

20 A Government bonds.

21 THE COURT: I think you had better leave that point  
22 alone.

23 MR. TOPKIS: I could push it, your Honor, but I will  
24 defer to your wisdom.

25 Q You testified this morning, or perhaps it was earlier

1 this afternoon, that a farm system is necessary to organized  
2 baseball, to a major league club, is that right?

3  
4 A Yes.

5 t<sup>2</sup>/1 gw Q You testified that that is true because it's the only  
6 way to be competitive, to develop players, is that right?

7 A Yes.

8 Q If you could acquire players from other clubs by  
9 purchase, you wouldn't need a farm system, would you?

10 A I couldn't afford it with a 28,000-seat stadium in  
11 Montreal.

12 Q Are you one of the poorer franchises in baseball?

13 A Yes, we are.

14 Q Then the reserve system is indispensable to you  
15 because you are a poor boy among the wealthier ones, is that  
16 right?

17 A We have quite a challenge ahead of us in Montreal  
18 to substantiate a \$10 million investment in a totally new  
19 baseball area, in a very difficult weather area, starting  
20 a farm system from scratch and with a 28,000-seat stadium.

21 Q Tell me something. There was testimony here the  
22 other day that Seattle was started out with a 19,000-seat  
23 stadium. Have you heard about that?

24 A No, I hadn't. I thought they had more seats than  
25 that.

Q There was testimony that they didn't even have ordinary seats, they had bleacher seats in the outfield. Have you ever visited the Seattle Sick Stadium, as I think it is quite seriously called?

A It was sick.

Q Right.

A I visited when it was a Triple A franchise.

Q It was a run down cow pasture stadium?

A It wasn't when I was there. It was a nice stadium. That was ten years ago.

Q Better or worse than your current Montreal stadium?

A We have quite a nice stadium in Montreal. We are quite proud of it. I would say that Sick Stadium ten to fifteen years ago was very comparable to what we have now. Our stadium is all new.

Q Very well. There was testimony here -- well, strike that, please.

You are familiar with the fact that the Seattle club last year had a disastrous record, aren't you, on the playing field?

A Well, yes, that's true of all expansion clubs, as a rule.

Q All expansion clubs what?

A As a rule, all expansion clubs have disastrous



records for a while.

Q They did very bad. And I understand they also lost a good deal of money to the point where they went into bankruptcy. Have you heard about that?

A Yes, I read that in the paper.

Q And there has been evidence here that having bought the club for \$5 million in one year, the owners in the next year sold it for \$10 million. Have you heard about that?

A I am not familiar with the transaction, the financial transaction.

Q Would you be content after a year to sell your club for \$20 million?

A I don't think so. Baseball has been my life, and I put everything that I have ever gotten from my baseball career into this ball club.

Q Let me ask you this, Mr. McHale. Were the reserve system in this case to be held unlawful or were the Congress to adopt a statute unquestionably subjecting baseball to the operation of the antitrust laws, would you sell the Montreal franchise for \$10 million?

A I don't think we could ever get \$10 million for it.

Q Would you right now agree to sell it for \$10 million?

A I couldn't take that step. My partners would have to agree to that.

2 Q How about your 10 per cent interest; would you sell  
3 it for a million?

4 A Yes, I would.

5 Q I might hold you to that, sir. We will see.

6 THE COURT: He said "might." That is what saved  
7 me in a very important case, and I will give you the citation.  
8 I said "might," I might do such and such, and all you brilliant  
9 lawyers tried to spell out that that was a definite commitment,  
10 and it went up to the Supreme Court four times and just last  
11 week the jail doors closed on the defendant.

12 MR. TOPKIS: Your Honor will perhaps recall what law  
13 firm didn't take it to the Supreme Court.

14 THE COURT: Yes, and you will remember that I made  
15 a comment inside about high-class lawyers when I was compli-  
16 menting you, and in that particular case that is apropos.  
17 The lawyers in the beginning were high class, but only in  
18 the beginning.

19 MR. TOPKIS: Just a moment, if I may, your Honor?

20 THE COURT: Did that upset you?

21 MR. TOPKIS: No. It will be a secret between you  
22 and me.

23 (Pause.)

24 MR. TOPKIS: Your Honor, we have no further questions.  
25 You may inquire, Mr. Hughes.

1  
2 MR. HUGHES: Your Honor, I have no further questions,  
3 but we have the pending offer of the exhibit.

4 MR. TOPKIS: So far as the exhibit is concerned,  
5 your Honor, I have no objection to the exhibit if it be of-  
6 fered, as I take it it is, as a registration statement or  
7 a prospectus -- a prospectus, whatever it might be -- of the  
8 Milwaukee Braves, Inc., but of course I will not accept it for  
9 the truth of the statements there made.

10 MR. HUGHES: I offer it as proof of what the  
11 Milwaukee Braves represented to the public in connection with  
12 a public offering.

13 THE COURT: Mr. Topkis says that is acceptable.

14 MR. TOPKIS: Absolutely.

15 THE COURT: With that understanding and restricted  
16 to that understanding, it is accepted into evidence.

17 MR. HUGHES: I ask that the specific pages be marked.

18 MR. TOPKIS: Couldn't we have the whole thing?  
19 I haven't even bothered to read it.

20 MR. HUGHES: I have no objection, but I was focus-  
21 ing on certain particular pages.

22 THE COURT: The whole thing goes in. Would you  
23 please give me the benefit of the pages that you want to  
24 focus on, because I have to look at it, you know.

25 MR. HUGHES: I will, your Honor.



1  
2 THE COURT: I haven't seen it at all.

3 (Defendant Feeney Exhibit K received in evidence.)

4 THE COURT: Let the record show which pages you  
5 wish to emphasize.

6 MR. HUGHES: I wish to emphasize, your Honor, the  
7 material beginning on page 7, the first full paragraph with  
8 the caption "Players" and extending down through page 11 to  
9 the heading "Financial Operations."

10 Your Honor, I suggest that what we will do is have  
11 duplicates made of this for convenience of the Court and  
12 counsel.

13 THE COURT: Thank you. Then you are through with  
14 Mr. McHale?

15 MR. HUGHES: Yes.

16 THE COURT: Very well, Mr. McHale, would you step  
17 down.

18 (Witness excused.)

19 THE COURT: Would you gentlemen like a short recess?  
20 Before we do that and before I forget, and this is said in all  
21 seriousness -- you don't have to take it on the record.

22 (Discussion off the record.)

23 THE COURT: Short recess.

24 (Recess.)

25 MR. KRAMER: Your Honor, may I make a correction



in the transcript?

THE COURT: Certainly.

MR. KRAMER: Page 1228, which was yesterday --  
excuse me -- 1229, line 6. I am reported as having said  
Plaintiff's Exhibit 11-A, and I meant to say Exhibit 15-A.

THE COURT: Any objection to the correction being  
made accordingly? None heard. Make it, please, Mr. Court  
Reporter.

Very well, Mr. Hughes.

MR. HUGHES: Mr. Hadden will examine the next wit-  
ness for us.

MR. HADDEN: Robert A. Reynolds, please.

R O B E R T A. R E Y N O L D S, called as a witness  
by the defense, being first duly sworn, testified as  
follows:

DIRECT EXAMINATION BY MR. HADDEN:

Q Mr. Reynolds, where do you live?

A 12712 Parkins Street, Los Angeles 90024, California.

Q Would you keep your voice up so that everybody can  
be sure to hear, including the court reporter?

A Yes.

Q What is your present occupation, Mr. Reynolds?

A I am president of the Golden West Baseball Company,  
which has a franchise in the American League in Anaheim,