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Miller-redirect

1
2 A Yes.

3 Q What did you say?

4 A I reminded Mr. Carroll that when we negotiated that
5 basic agreement this very subject came up in terms of ne-
6 gotiating the closing language. It was the position of
7 the owners committee that they wanted language that would
8 protect them in this kind of a situation, that is, we were
9 writing a basic agreement for 1968 and '69. It was due to
10 expire December 31, 1969. We were incorporating the
11 Uniform Players Contract into it. The owners committee said,
12 "Suppose a player has signed a two-year agreement covering
13 1969 and 1970. Would this mean that if the basic agreement
14 expires December 31, 1969, the players salary contract for
15 1970 falls with it?" And we said no.

16 Some general language was written that we would use
17 our best efforts to see that players signed contracts were
18 carried out, but in so doing we advised the owners committee
19 in no uncertain terms that this did not include what had been
20 known as the reserve clause because since we considered it
21 illegal we obviously were not going to commit ourselves to use
22 our best efforts to see that it was carried out.

23 We also pointed out in response to Mr. Carroll's
24 question that the suit was not a suit filed by the Players
25 Association and that regardless of the Players Association's

attitude, Curt Flood and his counsel had advised us that he would file a suit.

Q That was the full extent of your response to Mr. Carroll?

A As I recall it.

Q Do you recall his saying anything further to you?

A Yes. He said something rather curious to me and I do recall it. He said, "I just wanted to raise the question."

Q And that ended the subject?

A Yes.

MR. TOPKIS: No further questions, your Honor. Thank you, Mr. Miller.

MR. KRAMER: One moment, your Honor.

THE COURT: Certainly. Take your time.

(Pause.)

RE CROSS EXAMINATION BY MR. KRAMER:

Q Mr. Miller, we refer to the basic agreement in this case as Defendant Feeney Exhibit F. Was the reserve system in baseball substantially the same both before, immediately before you signed Exhibit F and after you signed Exhibit F?

A Yes.

Q Do you recall Mr. Gaherin's testimony -- and I am not sure of this, Mr. Miller, so correct me if I am wrong --

that he was served with a copy of the summons in this very lawsuit at a bargaining session with you? Do you recall that?

A Yes.

Q And that is the truth, isn't it?

A Yes, it is.

MR. KRAMER: That is all.

MR. HADDEN: Your Honor, certain answers that Mr. Miller has given in response to Mr. Topkis' redirect lead me to a line of inquiry which I am not prepared to make at this time because I don't have a piece of paper that I thought I had. I wondered if I could reserve the right to recall Mr. Miller in the morning should it appear desirable to carry out that line of questioning?

THE COURT: No one is going to take advantage of the fact that a piece of paper you need does not happen to be available and so, certainly, you may pick up the examination tomorrow.

MR. HADDEN: Thank you, your Honor.

THE COURT: Is there anything else by anyone else other than what has just been said to me by Mr. Hadden?

Then I take it that would be the only purpose, unless you think of something between now and tomorrow morning, for the continuation of Mr. Miller's testimony. And then

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2 am I to take it as your seasoned reaction as of now, almost
3 4:30, that we will close the case tomorrow, gentlemen?

4 MR. TOPKIS: I certainly expect so, your Honor.

5 MR. HUGHES: I would think so, your Honor.

6 THE COURT: Yes.

7 MR. KRAMER: Your Honor, unless the plaintiff finds
8 it unwise from his point of view, I at least would appreciate
9 it if he would give us now a copy of each document, if any,
10 that he is going to offer in evidence other than those he is
11 going to offer through Mr. Veeck, so that we could be study-
12 ing them and it could go smoothly tomorrow.

13 MR. TOPKIS: I think I have already done so, Mr.
14 Kramer.

15 MR. KRAMER: All right.

16 THE COURT: And I am going to leave you to your usual
17 conference and exchange which I maintain, from my experience,
18 is likely to produce more good than if I remained right here.

19 So you get together and straighten all this out.
20 There is nothing so effective as cooperation between lawyers
21 and no Judge can do more for lawyers than they can do among
22 themselves on matters of this kind, particularly.

23 Gentlemen, can I serve you or help you in any other
24 way before we announce an adjournment?

25 MR. HUGHES: Yes. I would like to inquire whether

counsel would return to us now or whether they want to keep overnight those documents that you asked me to produce.

MR. TOPKIS: The red book and the green book, you mean? They have already been returned.

THE COURT: Well, you don't need me for that, do you?

MR. HUGHES: I guess not.

THE COURT: I don't want to get off. I want to serve you, but I don't want to sit here while you take up matters that I know you can work out between yourselves.

Is there anything else?

MR. TOPKIS: No, your Honor.

THE COURT: Very well. Mr. Clerk, would you be good enough to announce an adjournment until tomorrow morning at 10 o'clock sharp.

THE CLERK: Court is adjourned until 10 o'clock sharp tomorrow morning.

(Adjourned to Wednesday, June 10, 1970, at 10:00 o'clock a.m.)

I (We) hereby certify that the foregoing is a true and accurate transcript, to the best of my (our) skill and ability, from my (our) stenographic notes of this proceeding.

George Wolf
Official Court Reporter
U. S. District Court

John H. Kruppel

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John Clark Jr.,

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Marvin J. Miller

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