

1 A No.

2 Q Did you read correspondence on the subject?

3 A No.

4 Q If it was neither transcripts or correspondence what was
5 in this big file?

6 A He didn't ask that, you said verbatim transcripts and
7 I read only those things that had to do with me.

8 Q You read the portions of the transcripts where you were
9 involved in the conversation?

10 A Yes.

11 Q And did you also have an opportunity to go over the
12 matter with any attorneys for any of the defendants in
13 the case?

14 A Of course.

15 Q Which ones?

16 A The gentlemen who are here.

17 Q Mr. Hollander?

18 A Mr. Hollander sat in on the meetings.

19 Q Mr. Wagoner?

20 A Yes.

21 Q Mr. Ferguson?

22 A Yes.

23 MR. TOMLINSON: The record should show
24 that the witness in referring to the attorneys,
25 he is speaking about the attorneys sitting next to

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him at the double table, which attorneys do not include counsel for Sportservice Corporation.

Q It would include Mr. Garner?

A Yes.

Q Do you recall knowing that during the Seattle bond issue campaign the commissioner of baseball, General Eckert, also spoke in favor of the issue in Seattle?

A I don't recall now.

Q Do you recall learning in the first part of 1969 that the King County voters had passed the stadium bond issue?

A No, I don't recall that specifically.

Q Do you recall learning in 1968 that following that bond issue election, Pacific Northwest Sports, Inc. was formally taken into membership in the American League?

A No, I don't know when that happened.

Q Do you recall that having happened?

MR. WAGONER: Their being taken into the League?

MR. DWYER: Yes.

A Obviously it happened. I don't recall anything about it. Frankly I don't know what you mean by recalling it happened. It happened, I told you that I voted reluctantly for that.

Q Can you tell us from your memory what year it was?

A No, I can't.

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1 Q Can you tell us what year it was that the Seattle Pilots
2 played in the American League?
3 A It seems like they played in the American League -- in
4 1970 I imagine.
5 Q Your best recollection is 1970?
6 A I imagine that is true.
7 Q Can you recall?
8 A I am just doing that by going backwards in years.
9 Q Can you recall who won the American League penant in 1969?
10 A The Baltimore Orioles.
11 Q Can you remember whether in 1969 the Orioles played any
12 of their games against the Seattle Pilots?
13 A I don't know.
14 Q Is it true that when your club plays in another club's
15 home park you receive 20% of the gate receipts?
16 A I don't know.
17 Q You don't know?
18 A No.
19 Q Do you receive some percentage of the gate receipts?
20 A Some percentage, I don't know what it was.
21 Q And vice versa of course?
22 A Yes.
23 Q Can you tell us whether Baltimore received more money
24 from Seattle or the other way around?
25 A If we played there, whatever year we played there, I would

1 have to assume based on attendance that we were a better
2 draw in Seattle than they were here.

3 Q Did your counsel show you a portion of the League trans-
4 cript where it states that Seattle paid Baltimore more
5 than Baltimore paid Seattle?

6 A I can't remember.

7 Q Was the Seattle franchise mismanaged in any respect?

8 A I have no knowledge.

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

10 A No.

11 Q Were you aware during the season that Seattle played
12 ball in the American League that its ticket prices were
13 the highest in the League?

14 A I was not aware of that. I didn't pay any attention to
15 that.

16 Q During the year that Seattle was in the League can you
17 tell us Mr. Hoffberger, did you have any communications
18 yourself with anybody in the Milwaukee group that was
19 seeking a franchise?

20 A I have told you before and I will tell you again Mr.
21 Dwyer that I have had communications with people in the
22 Milwaukee group for a number of years and I cannot tell
23 you with specific accuracy or any kind of accuracy when
24 those communications took place, other than the one I
25 told you about and I don't remember what year that was.

1 Q You recall that one up in New England but no others?

2 A I recall that one specifically because it took place
3 while I was on a holiday, a rare occasion for me and the
4 only time I think that I have done that in any year. So
5 when it was interrupted it stood out like a rather sore
6 thumb, at least it was a very sore thumb on the part of
7 my wife.

8 Q Do you recall that during the season when Seattle was in
9 the League, that is while the season was still in progress,
10 you learned of an intention or desire on the part of the
11 Sorianos and Mr. Daley to sell the club to the Milwaukee
12 interests?

13 A I don't know when I learned of it, if I learned it.

14 Q Do you recall having any conversations with the Sorianos
15 or any of them about that during the 1969 season?

16 A No.

17 Q Or with Mr. Daley?

18 A No.

19 Q Do you recall having any conversations at all with any
20 of the Sorianos or Mr. Daley about the Seattle ball club
21 during the '69 season?

22 A No.

(Plaintiffs' Exhibit 6
marked for identification.)

23
24
25 Q Handing you Exhibit 6, I will ask you if this is a letter

1 from yourself to Mr. Cronin dated August 18, 1969?

2 A Yes.

3 Q Now the letter begins: "Dear Joe: Several times during
4 our meetings in Seattle people connected with the Pilots
5 mentioned in private conversation the problems concerning
6 the proposed stadium. Max Soriano told me that he took a
7 dim view of the possibility of the stadium being built"
8 and so on. Did you have a conversation with Max Soriano
9 during the '69 season?

10 A If I said I did in that letter, I did.

11 Q Do you recall now anything about that conversation?

12 A No.

13 Q Or do you recall anything about any meeting in Seattle
14 attended by you?

15 A No, I don't recall.

16 MR. WAGONER: Beyond what the letter says.

17 A Whatever the letter says, it is I guess.

18 Q You have no recollection yourself?

19 A No.

20 Q Now at the bottom of page two you state to Mr. Cronin:
21 "With the situation as it now stands, I suggest that the
22 American League develop a posture relative to the Seattle
23 problem designed to assist the Sorianos and Mr. Daley
24 in bringing about a solution" and so on. What was the
25 posture you were referring to there?

1 A Any kind of posture. The balance of this pretty much
2 describes that. It was designed, as I say there, designed
3 to assist the Sorianos and Mr. Daley in bringing about a
4 solution and at the same time maintaining the position of
5 the American League and its stated desire to play first
6 class baseball in modern and comfortable facilities.

7 Q As of this time, August of '69, were you backing a move
8 of this club to Milwaukee?

9 A No.

10 MR. WAGONER: I take it the markings on the
11 exhibit are yours and you will substitute clean
12 copies?

13 MR. DWYER: Actually I don't know whose
14 they are.

15 MR. WAGONER: Will you substitute clean
16 copies, they are not ours?

17 MR. DWYER: If they are not any of the
18 defendants then certainly we will. It looks at a
19 glance like it might be the same pen.

20 Q Didn't you send a copy of your letter to Mr. Kuhn, the
21 commissioner of baseball?

22 A I asked my secretary to so I assume it was done.

23 Q And to all the other owners in the American League?

24 A That is what it says.

25 MR. WAGONER: I take it you will substitute

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clean copies?

MR. DWYER: If the markings were not made by a defendant we will. If the marks were made by a defendant we won't.

MR. WAGONER: How do you intend to determine that?

MR. DWYER: By asking the defendants.

MR. WAGONER: Every defendant?

MR. DWYER: If we have to. If you can tell us Mr. Wagoner of your own knowledge we will accept your word.

MR. WAGONER: I have no knowledge that they were.

MR. McNAUL: My recollection is they did have the underlines when they were received from the American League and I might indicate this did come from the New York Yankees file as represented to us by the baseball defendants themselves.

MR. DWYER: That might boil it down, perhaps we could find out from your New York clients.

(Off the record)

(On the record)

MR. DWYER: If you will advise us then Mr. Ferguson, at your convenience, whether your copy shows it, I presume we can establish it that way.

1 Q On page 2 of the letter Mr. Hoffberger you state and I
2 quote: "While the Seattle franchise was not granted on a
3 provisional basis, the American League did make known to
4 the Seattle financial interests and representatives of the
5 city of Seattle that certain improvements would be re-
6 quired in the present ball park and that a new stadium
7 must be started within a reasonable period of time if the
8 ball club is to remain in Seattle." Did that correctly
9 reflect your understanding at the time the letter was
10 written?
11 A Yes.
12 Q And does it still do so?
13 A I think it does.
14 Q Do you recall in the following months, September 1969,
15 there were discussions and communications with the League
16 office in Boston concerning the club staying or its
17 departure from Seattle?
18 A I don't recall anything specifically about a date like
19 that.
20 (Plaintiffs' Exhibit 7
21 marked for identification.)
22 Q I hand you Exhibit 7 and ask you if you can identify that
23 as a bulletin from the League office to the club owners
24 who were members of the League, dated September 11, 1969?
25 A I don't remember this.

1 Q Does it refresh your memory about this bulletin, see the
2 reference to your letter of August 18th?

3 A No.

4 Q This memorandum describes the retention of Mr. Andrew
5 Williams in Seattle by the League and lists some six
6 matters which he has been asked to consider, among which
7 number three and I quote: "The legal necessity of
8 competitive bidding on the concession contract for the
9 domed stadium and the possible conflict between such a
10 requirement and the Pilots' existing concession contract."
11 Did you have any knowledge as of September 1969 of the
12 Pilots' concession contract with Sportservice?

13 A I am sure that the matter of concession contract had been
14 made known to everybody there but I can't be specific
15 as to the dates.

16 Q You knew, did you not, that Pacific Northwest Sports had
17 entered a long-term contract with Sportservice which
18 called for Sportservice to be the concessionaire in
19 whatever stadium they were playing?

20 A I know it now. I don't know when I knew it first.

21 Q Did you understand at or about the time of the League's
22 memo, Exhibit 7, that there was a possible difficulty
23 in that the King County domed stadium would require
24 competitive bidding for concession rights?

25 MR. WAGONER: I object to the form of that

1 question. The letter itself, Exhibit 7, indicates
2 that Mr. Williams is being asked to look into the
3 legal situation.

4 A If I read that I would have understood it. I can't tell
5 you other than that.

6 Q Can you explain why that was of any concern to the members
7 of the League?

8 A I would assume that all aspects of this kind of thing
9 would be of concern, but maybe it wasn't a matter of
10 concern. Perhaps it was just a matter of information.

11 Q Can you explain why the League's counsel was instructed
12 to look into it?

13 A No, I can't.

14 (Plaintiffs' Exhibit 8
15 marked for identification.)

16 Q Handing you Exhibit 8, is that a letter from yourself to
17 Mr. Cronin dated September 16, 1969?

18 A It sure is.

19 Q The letter begins: "Dear Joe: Thanks very much for your
20 bulletin of September 11 relative to the Seattle situation.
21 I appreciate the fact that Mr. Andrew Williams is working
22 on the matter for you. Items number 1 through 4 seem
23 pertinent to Mr. Williams' responsibility." That
24 includes the concessionaire contract matter and the new
25 stadium just referred to doesn't it?

1 A It does.

2 Q You go on to state: "I do not know what item number 5
3 means and I do not think that item number 6 is particularly
4 meaningful. Both the city of Seattle and the Seattle club
5 have failed to meet the conditions of the franchise agree-
6 ment and I cannot imagine that the ability of the Seattle
7 club to move to another city is indeed part of the
8 question." Now let me stop there and ask you, what were
9 the conditions of the franchise agreement to be performed
10 by the city of Seattle?

11 A You will have to ask somebody else that, I don't remember
12 now what that might have been.

13 Q Didn't you understand at the time of the Mexico City
14 resolution that the city was being asked to rennovate
15 Sicks Stadium as an interim baseball stadium?

16 A At the time I understood that.

17 Q You also understood the county of King was being asked
18 to construct a new stadium?

19 A At some time.

20 MR. WAGONER: I object to the form of that
21 question. There is no factual basis for the county
22 being asked to construct a domed stadium.

23 Q Which of those conditions or obligations, if any, were
24 you contending that the city had failed to fulfill in your
25 letter of September 16, 1969?

1 A Primarily in relation to the rennovation of Sicks Stadium.
2 Q You weren't claiming that anything had been short of the
3 conditions required as to the domed stadium?
4 A No.
5 Q And as you understood the matter Mr. Hoffberger, what were
6 the obligations of the League, if any, to the city and the
7 county?
8 A The League had no obligations at all to the city or county,
9 none.
10 Q Did you not know as of September 1969 that the bond issue
11 had been passed and Sicks Stadium expenditures committed
12 and made on the basis of statements by American League
13 representatives that the franchise would be placed and
14 kept in Seattle?
15 MR. WAGONER: I object to the form of that
16 question as compound and incomprehensible.
17 Q Did you know at this time, September of 1969, that the
18 city of Seattle had expended funds in rennovating Sicks
19 Stadium?
20 A Mr. Dwyer, I really must insist that the record show I
21 have no recollection of specific dates involved in this
22 entire matter as the first thing. Number two, I do not
23 recall anything at all about the expenditure of funds by
24 the city.
25 Q Had you been in Seattle for a meeting in August, 1969?

1 A I imagine I had been in Seattle. Whether that meeting
2 was August 1969 or not that same position prevails, I
3 don't know when it was.

4 Q Your letter of September 16th goes on to include as
5 follows: "What must be resolved is the willingness of
6 the Seattle club and the city of Seattle to perform in
7 accordance with the standards presented to them and
8 accepted by them when they were taken into the American
9 League. If it is determined that this is not the case,
10 the members of the American League will then have the
11 responsibility of charting the future events, Sincerely,
12 Jerry." Now the standards presented to them, as you
13 used that phrase here, refer to the renovation of Sicks
14 Stadium?

15 A I would think so.

16 Q And what you were saying here was that if the city and the
17 club did not perform, then the League should feel free to
18 move, is that what you meant?

19 A That is not what I said.

20 Q When you said the responsibility of charting the future
21 events, did that refer to a possible move?

22 A Whatever those future events I was referring to, I had
23 nothing specific in mind.

24 Q Not even as alternatives?

25 A I had no alternatives. It was not my responsibility to

1 develope them.

2 Q I realize that dates may be difficult Mr. Hoffberger,
3 but do you recall that just following the season when
4 the Pilots played in Seattle, did it come to your attention
5 in the fall of that year that there were negotiations and
6 discussions going on between the Soriano-Daley group and
7 the prospective purchasers in Milwaukee?

8 A If it came to the attention of other members of the League
9 it came to my attention, that is all I can say.

10 Q You can't tell us whether or not you individually knew
11 of it then?

12 A No, I cannot.

13 Q Can you recall when the first game of the 1969 World Series
14 was played?

15 A It was played in Baltimore.

16 Q During or just after that game at the Memorial Stadium in
17 Baltimore were you advised by Mr. Selig that he had just
18 reached a handshake agreement to purchase the Seattle
19 baseball club?

20 A I imagine in the euphoria of that win I wasn't paying
21 very much attention to what other people were saying about
22 their affairs. I can't recall that.

23 Q Do you recall at all seeing Mr. Selig on that day?

24 A I can't recall that.

25 Q Do you recall learning during that World Series that there

1 had been such a handshake agreement reached?

2 A In the depression that ensued in the following four days
3 I doubt if I would recall anything.

4 Q You don't recollect whether or not you learned of the oral
5 agreement?

6 A No.

7 Q Do you recall attending a meeting of the American League
8 concerning the Seattle situation, held at Oakland, Calif-
9 ornia in the last part of January, 1970?

10 A Again, as to dates I wouldn't certify, but I was there at
11 a meeting at Oakland, California.

12 MR. TOMLINSON: You are referring to the
13 Berkeley meeting?

14 MR. DWYER: Yes. The League minutes often
15 refer to it as the Oakland meeting.

16 MR. WAGONER: The boundary runs through
17 the middle of the hotel.

18 MR. GARNER: The Claremont Hotel in any
19 event, whether it would be in Oakland or Berkeley
20 or both.

21 (Plaintiffs' Exhibit 9
22 marked for identification.)

23 Q I am handing you Exhibit 9 Mr. Hoffberger. Do you recall
24 that having been presented, that being a memorandum of a
25 proposal for a community-owned baseball team dated January

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No.

Was that presented to your group?

I don't know.

Do you recall that the subject of a community-owned baseball team was discussed at the meeting?

Yes.

Do you recall any of the people who were present representing Seattle or the state of Washington?

From time to time, I don't know whether this was that meeting or not, but there was from time to time Mr. Carlson, Mr. Uhlman, Mr. Cohen and Mr. Douglas. I don't know about other people; I am sure there were others.

Did you have conversations with any of those gentlemen outside the formal meetings?

Yes.

Can you remember anything of what was said between you and any of them at the Oakland meeting?

Again I am not going to be specific as to where they were, whether these conversations took place at the Oakland meeting or some other meeting, but I made it known to that group that I was not in favor of the community ownership proposal.

Speaking from your personal point of view?

Yes.

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1 Q Any other conversations with any of them that you can
2 recall?

3 A That was the gist of all the conversations.

4 Q Now did you advise any of those gentlemen at Oakland that
5 a nonprofit corporation would be acceptable as one
6 participant in a community-owned team?

7 A No, I don't think I advised them that. I think I said
8 that my objections would be lessened under those circum-
9 stances.

10 Q The transcript of the meeting at page 90, line 10, this
11 being part of a statement made by yourself reads, and I
12 quote: "I told them that I did not think that this would
13 be acceptable, certainly as an owner in the entirety but
14 with a proper amount of safeguards built in it, it could
15 be acceptable as one of the participants."

16 A You read the key word "could be". It doesn't assure
17 anything, it just says it could be.

18 Q That refers to the word, it refers to the nonprofit
19 entity?

20 A Yes.

21 Q Did you leave matters at that meeting in the posture where
22 you and the other League owners had made a proposal or a
23 set of conditions to the Carlson group and it was up to
24 them to raise the money to fulfill it and obtain the
25 franchise?

1 A I can't recollect that taking place at all.

2 Q Do you remember one way or the other?

3 A No, I can't recollect it.

4 MR. WAGONER: Which meeting are you
5 talking about?

6 MR. DWYER: Oakland.

7 MR. WAGONER: Generally any of the Oakland
8 meetings?

9 MR. DWYER: Yes.

10 Q On page 91, again being part of a statement by you at
11 line 3 it states, "At that Mr. Kauffman and I responded
12 that it was impossible, that we thought we had laid in
13 their laps the best deal we could have possibly laid
14 there and it was now up to them to come up with the money."
15 Did you make that statement?

16 A I imagine I did, if it says I did.

17 Q Were you and Mr. Kauffman a subcommittee of some kind to
18 deal with the Seattle group?

19 A I think Mr. Kauffman and me, maybe some others.

20 Q Was it your understanding at the time of the Oakland
21 meeting that the Bank of California would cooperate by
22 extending the loan, the outstanding loan to the Seattle
23 Pilots organization?

24 A All I can specifically recall about the Bank of California,
25 at some time we were advised that they would not cooperate

1 under the circumstances as they then existed. I don't
2 know what those circumstances were but the Bank of
3 California wanted certain safeguards, I imagine perhaps
4 even wanted to get paid off, I don't remember.

5 Q Page 94, line 12 a portion of your statement appears as
6 follows: "I feel that the Bank has no other choice but
7 to cooperate and if the Bank does not cooperate, I have
8 every reason to believe that they have got a right to see
9 that the business is run differently perhaps but to call
10 the loan and try to put this property on the sidewalk would
11 do nothing but create problems all around." Did that
12 refer to the Bank of California?

13 A Yes, but this was just my feeling, just as a person who
14 knows, who reads the newspapers, and incidently you asked
15 me about my other business relationships. I am also a
16 director for the Maryland National Bank and I know that
17 banks don't like to call loans, they like to work things
18 out.

19 Q So based on your own experience this was your expectation?

20 A Yes.

21 Q At page 104 and 105 at the bottom Mr. Kauffman is speaking,
22 this is at line 24: "But eventually they agreed to go
23 along on the loan if the Seattle group would put up
24 sufficient money." Were you present with Mr. Kauffman
25 when that agreement was reached?

1 A What agreement?

2 Q He says they agreed to go along on the loan.

3 A I don't know about that.

4 Q Back on page 94 Mr. Hoffberger, at line 19 you state: "I
5 think this is as good as Seattle deserves. I think it is
6 as bad as we ought to make the Sorianos and Mr. Daley
7 accept and I think this is all that the American League
8 should profit." Did that refer to the conditions of the
9 Carlson group succeeding to ownership of the Seattle
10 franchise?

11 MR. WAGONER: I object to the form of that
12 question. I think it is an incomprehensive question,
13 I don't think I can understand what it means. There
14 is no testimony about conditions, you are assuming
15 something.

16 A I have no idea at this point what it meant.

17 Q During the period from the Oakland meeting, January 27,
18 1970 to the Chicago meeting, February 10th and 11th, did
19 you have any conversations with any representatives of the
20 Milwaukee baseball interests?

21 A I told you before that I have had conversations with
22 members of that group from time to time and I have no
23 way to recollect when they took place.

24 Q Did you have any conversations with anybody representing
25 the Sportservice companies?

1 A I have no way of recollecting whether I did or didn't.
2 Q Do you recall whether or not you discussed the Seattle
3 situation and the possible move to Milwaukee with anybody
4 representing Sportservice?
5 A I don't recall.
6 Q Did it ever come to your attention that Sportservice
7 had advised the Seattle people that it would only continue
8 the two million dollar loan if the concession rights in
9 the new domed stadium were guaranteed?
10 A If that came to the attention of the League generally it
11 came to my attention.
12 Q Did it ever come to your own attention that Sportservice
13 had agreed to lend an extra million dollars if the club
14 moved to Milwaukee?
15 A The answer is the same.
16 Q Do you remember yourself?
17 A I do not recall.
18 Q The transcript of the Oakland meeting shows the following
19 statement at 205 by Mr. Cashen of the Baltimore Baseball
20 Club, referring to the Carlson group, page 205 line 8:
21 "However I would state in my opinion that by going along
22 with them all we are doing guys is giving them enough
23 rope to hang themselves because they just can't make it."
24 Was that your sentiment as well at that time?
25 A I don't know that that was my sentiment, that was Mr.

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Cashen's statement.

- Q Mr. Cashen was speaking for the Baltimore club?
- A Mr. Cashen was there representing the Baltimore club.
- Q You were there too, weren't you?
- A I might not have been in the room at that moment.
- Q Had you discussed the Seattle situation with Mr. Cashen prior to the Oakland meeting?
- A Of course.
- Q In the executive hierarchy of the Baltimore club is he your subordinate?
- A Yes. He is the chief executive of the Baltimore club.
- Q Working under your general supervision?
- A Yes.
- Q Do you recall Mr. Hoffberger, attending a meeting at Chicago on February 10th and 11th, 1970 at which the Carlson proposal to buy the Seattle Pilots was voted on?
- A Without being specific as to the dates and without being specific as to what was voted on, I remember going to a meeting in Chicago to discuss the problem.
- Q At that meeting is it true that the Carlson group had agreed to buy and the Soriano-Daley group had agreed to sell the club and all that was remaining was the League's approval?
- A I wouldn't know that.
- Q Wasn't that reported to you at the meeting?

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1 Q Do you recall voting against the proposed transfer of the
2 Seattle ball club to the Carlson community ownership group?

3 A I don't think, I am not even sure a vote came up. Maybe
4 a show of hands or something like that.

5 Q Were you affirmative or negative on that?

6 A The record shows I wasn't in favor of a community-owned
7 operation.

8 Q Were you worried that the people in Baltimore might
9 aggitate for a community-owned team here?

10 A No, I had no particular concern about the people in
11 Baltimore.

12 Q Had you had any difficulties in Baltimore with either the
13 public officials or the public at any time?

14 A No.

15 Q Any arguments or disputes concerning the stadium?

16 A No.

17 Q Any difficulties with the football team with respect to
18 the stadium?

19 A Yes.

20 Q What were those difficulties?

21 A It was a matter of scheduling, whether they could play
22 a game within two days of our game or three days, something
23 like that. I don't remember what it was, it was a matter
24 that was turned over to counsel and handled by counsel.

25 Q Was there any conflict involving the concessionaire?

1 A No conflict at all on my part.

2 Q The transcript of the Chicago meeting at page 62, line 19
3 shows the following statement made by you to the Carlson
4 group while they were in the meeting: "I frankly do not
5 relish the idea of publicly discussing with you at this
6 point the reasons for our concern about a nonprofit or-
7 ganization and I believe you can understand the reasons
8 that I do not want to discuss such reasons." Why didn't
9 you want to tell Carlson on the record the reasons for
10 your opposition to a nonprofit organization?

11 A I have no idea why I did that at that time.

12 Q Wasn't it actually because the record would then show a
13 concern on your part that other cities or the fans in
14 other cities would start pressing for nonprofit ownership?

15 A No, I don't believe the fans in other cities would start
16 pressing for it. I thought it might set a precedent and
17 I wasn't particularly wanting to see that precedent.

18 Q What was the precedent you didn't want?

19 A Nonprofit.

20 Q It could take hold in other cities?

21 A It could conceivably be something that could take over
22 and I don't think it is a particularly good way to run
23 something like this.

24 Q Do you recall that Mr. Short and Mr. Finley expressed
25 concern at that meeting that the fans in their cities