

1 Cronin dated October 30, 1967.

2 A This clearly states it was a delegation from Seattle
3 appearing before the American League club owners.

4 Q That ties it together with the earlier exhibit?

5 A Yes.

6 Q Do you recall this particular letter, seeing it?

7 A No, I don't remember this particular letter. Undoubtedly
8 a copy passed through our hands but I don't recall seeing
9 it.

10 Q "Our" being yourself?

11 A My office.

12 Q In here Mr. Miller says that "it is my personal feeling
13 and also that of many of our citizens, if the franchise
14 be granted to a local group, the club would have more of
15 a home town impression." Were you of that view too or
16 have you had no views on the subject?

17 MR. McNAUL: I object to the form of the
18 question as calling for a conclusion.

19 Q Was that your view too or not?

20 A Reading it now I think I would concur. I don't recall
21 that I had any opportunity to express concurrence at that
22 time.

23 Q The letter says down here, "There is one corporation which
24 is organized under the laws of the state of Washington
25 Pacific Northwest Sports, Inc. The principals of this

1 organization are Seattle citizens, highly regarded men of
2 responsibility, who are well known in local baseball."
3 Were you familiar with who the principals were at approxi-
4 mately that time, October of '67?

5 A This is going to have to be pure speculation because I
6 don't have a clear remembrance, but I am quite sure I did
7 know the Soriano brothers were involved and perhaps Dave
8 Cohn, I am not sure.

9 Q Did you regard them highly as Mr. Miller did apparently?

10 MR. McNAUL: I object to the form of that
11 question as vague, ambiguous, unintelligible, and
12 also calling for an opinion.

13 Q How did you view the Sorianos?

14 MR. McNAUL: Same objection.

15 Q With respect to their --

16 MR. TOMLINSON: I object also to that as
17 calling for an opinion of the witness.

18 Q Did you have an opinion?

19 MR. McNAUL: Same objection, it is getting
20 vaguer each time it is restated.

21 Q Go ahead, did you share this view of the Sorianos?

22 A I knew the Sorianos. I had no reason to dispute the state-
23 ments that Mr. Miller has made. I don't think I could say
24 that I had enough knowledge of the Sorianos to have the
25 kind of confidence that would enable me to say I thought

1 they were tops in this particular field, I just couldn't
2 say.

3 Q Mr. Miller says in the last sentence in the last full
4 paragraph, "There may be other local people who will apply
5 for the franchise but, as of this date, I do not know of
6 any."

7 A I agree with that. I don't remember knowing of any either.

8 (Defendants' Exhibit 15
9 marked for identification.)

10 Q I show you now Exhibit 15, which is Exhibit 17 to Mr. Berg's
11 deposition earlier and it is a memo by Mr. Paul Anson
12 bearing a date March 29, 1968 to Mr. Ed Devine. It shows
13 a copy to Mr. Bob Lavoie. Do you recall seeing that
14 particular memorandum on or about the date it bears?

15 A No, I don't recall this particular memorandum but again I
16 am sure that I have a clear remembrance of steps that were
17 taken of which this would have been one.

18 Q What were the steps?

19 A Discussions with the people who we would rely upon to carry
20 out any modification agreement that we made with any
21 tenant, that would be members of the engineering department,
22 Seattle Center department under whose auspices Sicks Stadium
23 was placed. This kind of memorandum would have been some-
24 thing that had taken place during that time. I don't
25 recall seeing it.

1 Q Would this normally have gone across your desk?

2 A Not necessarily. I think I would have seen a copy. Mr.

3 Ed Devine wouldn't have acted on anything of any substance

4 without my knowledge.

5 Q At that point in time what was Mr. Devine's responsibility?

6 A He was one of my two administrative aides and his parti-

7 cular assignment was public relations.

8 Q And Mr. Lavoie?

9 A Mr. Lavoie was the other one and his assignment was

10 administrative affairs with the department.

11 (Defendants' Exhibit 16

12 marked for identification.)

13 Q I show you Exhibit 16, which is Exhibit 18 to Mr. Berg's

14 deposition. That does show you in attendance at a meeting?

15 MR. McNAUL: This really is illegible.

16 What we are going to have to do is try to make a

17 joint search of the records and see if we can come

18 up with better copies.

19 MR. McDONELL: There is a date on the bottom

20 that is legible.

21 Q April 5, 1968 is the date.

22 A In one of the paragraphs it says time is of the essence.

23 Q Do you remember that particular meeting?

24 A No, I can't say that I recall this particular meeting.

25 The subject matter in it is vaguely familiar and apparently

1 it was a meeting in which we attempted to bring the City
2 Council along with us up to date and come to a determina-
3 tion as to whether we should take any definitive steps and
4 it looks here as though at that time we advised the archi-
5 tectural firm to do no further work.

6 Q Do you recall that?

7 A No.

8 Q That circumstance?

9 A No, I don't.

10 Q The memo seems to indicate that you called the meeting?

11 A Yes, I have no doubt of that.

12 Q I believe Mr. Anson was the one who prepared this memoran-
13 dum?

14 A It appears that way, yes.

15 Q Do you remember a discussion that time was of the essence,
16 you mentioned that?

17 A No, I don't remember making that particular statement but
18 I think I could recall that I would have considered time
19 of the essence because of a number of factors.

20 Q Which were?

21 A Well, negotiations with the possible tenant, the determina-
22 tion as to what the city was going to do with property we
23 had acquired and so forth.

24 Q The need to get moving on improvements?

25 A Yes, one direction or another, either as a city recreational

1 facility or as a leasable facility.

2 Q Do you remember at this time that the firm of Naramore,
3 Bain, Brady & Johanson had done some work on improvements
4 necessary to Sicks Stadium?

5 A I believe a previous document we had here indicated that
6 they were working on the project to the point at least
7 of developing a program for improvement upon which estimates
8 could be based, but not necessarily with a firm assignment
9 to do the actual work and supervise its construction. I
10 believe that is the situation that existed.

11 Q Would you have had the contacts with them or who in the
12 city would have had the contact with the architects?

13 A I think this whole project was important enough to both
14 City Council and to my office that I would certainly have
15 kept abreast of it, but the details of it as the case were
16 with any city project, would not have been handled by our
17 office. This would have been handled by the Seattle Center
18 department.

19 Q The Seattle Center people?

20 A Yes.

21 Q And Mr. Don Johnston was --

22 A Mr. Don Johnston was the head of it and Paul Anson was the
23 man that would be concerned with the kind of things we
24 were discussing here, construction and maintenance.

25 (Defendants' Exhibit 17
marked for identification.)

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1 Q Showing you Exhibit 17, do you recall receiving that
2 letter?

3 A Again when I am asked to recall specific documents,
4 except in unusual circumstances I don't think I could
5 honestly say I recall this particular letter. Again I
6 will have to say, as I have said before, I definitely
7 recall the circumstances recited in the letter.

8 Q And it bears the date May 24, 1968?

9 A Yes.

10 (Defendants' Exhibit 18
11 marked for identification.)

12 Q Showing you Exhibit 18, which bears the date June 7, 1968
13 and is a memorandum from Mr. Don L. Johnston, Seattle
14 Center director to Mr. Lavoie. Do you remember reviewing
15 a copy of that memorandum on or about the date it bears?

16 A The same answer as I gave to the previous one.

17 Q Do you recall about that time that Mr. Johnston was
18 explaining that efforts be made to expedite funding for
19 the architects services?

20 A Yes.

21 (Defendants' Exhibit 19
22 marked for identification.)

23 Q Showing you a memorandum that is quite illegible dated
24 August 18, 1968, subject, meeting at Sicks Stadium,
25 attendance, Mr. Dewey Soriano, Mr. Ed Devine and Mr. Paul

1 Anson. I believe up here in writing it says original Ed
2 Devine and copy to Bob Lavoie. Do you remember viewing that
3 memorandum on or about the date it bears?

4 A This would have been one of many staff level meetings
5 that were held to work out the details of a general agree-
6 ment that had been reached between the principals and I
7 wouldn't recall this particular document, but I am quite
8 sure that it is valid.

9 (Defendants' Exhibit 20
10 marked for identification.)

11 Q Showing you Exhibit 20, which is a letter from Mr. Dewey
12 Soriano to yourself and members of the Seattle City Council
13 dated August 15, 1968 and attached to that is what purports
14 to be a reply by you of August 20, 1968. Do you recall
15 those documents?

16 A I am confident that these are valid.

17 Q Then as I understand the situation, you handed the nego-
18 tiations over to the City Council --

19 (Defendants' Exhibit 21
20 marked for identification.)

21 Q -- and I show you Exhibit 21.

22 A Yes, these were my thoughts.

23 Q Essentially you?

24 A I think your question was I turned the negotiations over
25 to the City Council; I don't think that is quite the case.

1 Q Whatever it is.

2 A With the original organization as a structure of the city,
3 as such any appropriation or any contract the mayor
4 eventually signs has to be set up by ordinance in advance
5 by the council, therefore, we reached a point in our
6 negotiations where I felt the council should draw an or-
7 dinance or council bill leading to an ordinance that would
8 reflect what they were willing to pass an an ordinance.

9 Q They, the council?

10 A Yes, because at some point you have to quit negotiating
11 at my level and let the council put what we are willing
12 to approve by ordinance in an ordinance form for my
13 signature as mayor.

14 Q As of August 20th no agreement had been reached with the
15 Pacific Northwest Sports, Inc. on the lease, as I under-
16 stand it?

17 A Apparently not, they are still in the process of negotia-
18 tion.

19 Q Did you identify this Exhibit 21 as your memorandum to the
20 City Council?

21 A Yes.

22 Q Showing you the last paragraph of Exhibit 21, "I would
23 recommend against the inclusion of any intangibles, such
24 as the possible increase in admission tax, etc. as part of
25 the City's recovery of the cost of the remodeling." I take

1 it that was your position at that time?

2 A Definitely, yes.

3 MR. McDONELL: Would you explain what you
4 mean by the admission tax?

5 A -- Of course the City has had a program and I guess they
6 still have of collecting a certain percentage of all
7 admissions to entertainment programs in the City and we
8 call it an admission tax and of course the tenant was
9 attempting during these negotiations to make a point out
10 of all these proceedings should they go into business
11 there we would get additional tax and I didn't feel at that
12 time that that was an appropriate application against the
13 cost of the physical structures.

14 Q You wanted to recover the cost through rent and salvage,
15 as I understand?

16 A Rent and salvage, yes. I am not positive whether that
17 position held throughout the entire negotiations or not
18 but it was the position at that time.

19 Q Of the mayor's office?

20 A Of my office and myself, yes.

21 Q Do you remember concern being expressed by Mr. Best at the
22 time that the stadium remodeling project was behind schedule?

23 A No, I can't say that I recall this coming particularly
24 from Councilman Best. I do know that this was a matter
25 of concern to all the parties of the negotiation.

1 (Defendants' Exhibit 22
2 marked for identification.)

3 Q Showing you what has been marked Exhibit 22, which as I
4 understand it are minutes of a Council Committee of the
5 Whole, a meeting dated September 3, 1968.

6 A It seems to be a typical meeting of the minutes of the
7 Committee of the Whole.

8 Q What was the procedure with respect to keeping minutes?

9 A The committee as a whole or how the council operates?

10 Q Yes.

11 A When there is a subject of general interest beyond the
12 specific interest of a standing committee it is usually
13 referred to the Committee of the Whole, which means the
14 whole council sits not in formal session as a council but
15 as a committee and at that time the member of the commit-
16 tee, chairman or member of the council who is most con-
17 cerned with the subject matter becomes the chairman of the
18 Committee of the Whole. It is a rotating thing. What
19 happens is action of the Committee of the Whole becomes
20 the same as the action of any other committee. It is a
21 recommendation to the whole council to be adopted or
22 rejected in open council session.

23 Q Minutes such as this would have been kept of the proceed-
24 ings, of all committees, yes.

25 (Defendants' Exhibit 23
marked for identification.)

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1 Q Showing you Exhibit 23, which is a copy of the letter
2 from Mr. Don L. Johnston to Mr. Floyd Miller, dated Septem-
3 ber 13, 1968 with a copy to you, with an attachment.

4 A Yes.

5 Q A budget estimate attachment?

6 A This is a normal operating procedure in which the depart-
7 ment's head would make the request for implementation of
8 actions agreed to previously by the council.

9 MR. McNAUL: There are a number of these
10 documents that have underlining and I would ask we
11 stipulate here and now to substitute a clean copy
12 for those.

13 MR. WAGONER: Fine, no problem and the
14 reporter can do that. I think the ones with under-
15 lining are from the Berg deposition and they are
16 clean copies in the Berg deposition which the
17 reporter can substitute.

18 Q I see a newspaper article by Mr. Emmett Watson of the PI
19 about that time in which he expresses the opinion that
20 the City's deal with the Pilots is three hundred and forty
21 thousand dollars better than the deal offered Finley as
22 a year ago. Do you recall that discussion?

23 MR. McNAUL: Counsel, I would object to the
24 form unless you let the witness read the article that
25 you are speaking of.

1 MR. WAGONER: Fine.

2 (Defendants' Exhibit 24 marked
3 for identification.)

4 Q Showing you Exhibit 24, which is the article I was refer-
5 ring to.

6 A I would be unable to verify or refute Mr. Watson's state-
7 ments.

8 (Defendants' Exhibit 25 marked
9 for identification.)

10 Q Showing you Exhibit 25, which again I believe to be a
11 council document -- if you could identify what that is.
12 It bears the date September 23, 1968 and it seems to be
13 a record of action taken by the council.

14 A Relative to firearms, I don't know what relation this
15 has.

16 Q The second page, the Committee of the Whole.

17 A Yes, it is another routine action of the Committee of the
18 Whole in one of the efforts to change or modify the agree-
19 ment.

20 Q The proposed lease?

21 A Yes, which didn't carry.

22 Q That was an effort by --

23 A Mr. Hill to include a provision for collection of interest
24 on the money that was being expended for the improvement
25 of the stadium as part of the recoverable item.

1 Q And he was joined by Mrs. Lamphere?

2 A I didn't read that carefully, yes.

3 (Defendants' Exhibit 26
4 marked for identification.)

5 Q Showing you Exhibit 26, which I believe to be the ordi-
6 nance which I will let you identify, to prove the lease
7 that was entered into with a letter from Mr. Taylor of
8 Mr. Newbould's office to the City Council dated September
9 5, 1968 with a copy of the concession agreement, which
10 as I understand it, is the lease itself, not a signed
11 version but can you identify that?

12 A What is the purpose of my review of this?

13 Q Just identify the documents.

14 A I don't know that I can identify them any more than they
15 are already identified as being official documents. I had
16 no part in them.

17 Q You had no part because this is action by the council?

18 A Action by the council and if they eventually came up with
19 an ordinance, I would either sign it or veto it. At
20 this point there is no indication -- I guess I signed it.

21 Q Because it is unsigned?

22 A Right. I am going to presume I signed it.

23 MR. WAGONER: Can we substitute a signed
24 copy? This just happens to be an unsigned copy from
25 the files of the City.

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MR. McNAUL: You are speaking now Mr. Wagoner of the concession agreement?

MR. WAGONER: Yes.

MR. McNAUL: Certainly.

MR. WAGONER: And perhaps a clearer copy of the ordinance itself.

A -- I haven't the faintest reason to doubt it except I wouldn't have any particular hand in it other than to sign it, a council ordinance which came before me of which I had no objection.

(Defendants' Exhibit 27
marked for identification.)

Q Showing you Exhibit 27, I believe that one is signed by you?

A Yes.

Q The ordinance appropriating one million a hundred and seventy-three thousand four hundred and sixty dollars for the remodeling of Sicks Stadium?

A Yes. This was from the emergency fund which of course is just a statutory vehicle from which we pass appropriations not in the budget. It eventually came out of our accumulative reserve funds in which there was ample amounts.

Q And this you did sign?

A Yes.

Q There are some newspaper articles which suggest that you

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1 were mildly critical of the lease afterwards.

2 A I don't recall being critical of my own work but maybe I
3 was.

4 Q As I understand it you passed the negotiations on to the
5 council?

6 A This is not necessarily factual.

7 MR. McNAUL: Is there a question outstand-
8 ing or not?

9 MR. WAGONER: Yes, was Mr. Braman critical.

10 MR. McNAUL: I would object to the form of
11 that question as being vague, ambiguous and calling
12 for an opinion.

13 A I don't recall this exchange at all. It is possible
14 it occurred. My first reaction offhand would be a little
15 bit doubtful that enough change had been made in the
16 proposal that we forwarded to council to cause me to be
17 critical of their action. It is possible I could have
18 been but I don't recall it.

19 Q By exchange?

20 A I don't know whether this is the appropriate time to make
21 the remark but certainly necessary to clarify the remark
22 I just made about this. I don't believe that at any time
23 I had any thought that the city was going to make a profit
24 out of this beyond recovering our investment in there and
25 the accrual to the city over a long period of time of

1 admission taxes and other taxes that would come about by
2 having the baseball operation going here in Seattle.

3 MR. WAGONER: I move to strike that as not
4 responsive to any question.

5 MR. McNAUL: I think it was very responsive,
6 you asked the question.

7 MR. WAGONER: The record will speak for
8 itself.

9 MR. McNAUL: And the witness was responding
10 to it.

11 MR. WAGONER: I move to strike it as not
12 responsive to the question.

13 (Defendants' Exhibit 28
14 marked for identification.)

15 Q On the preceding question you had before you the newspaper
16 article, Exhibit 28?

17 A What was the question?

18 Q You had before you Exhibit 28?

19 A I had the exhibit before me, yes. I can't verify it.

20 (Defendants' Exhibit 29
21 marked for identification.)

22 Q Showing you what has been marked as Exhibit 29, do you
23 remember the substance?

24 A I remember the substance, yes.

25 Q Do you remember the situation that gave rise to that?

1 A Well no I don't have any independent recollection of it
2 but I would assume from this letter that it is another
3 one of the normal steps that would be taken, would take
4 place between the parties and in this case it was the
5 operating agency for the city, that was the Center through
6 its director was again in letter form telling Mr. Soriano
7 and his associates exactly what we intended to do and
8 asking them to agree to it and carrying in that the
9 understanding that this also carried the agreement of the
10 league.

11 Q Where does it say that?

12 A Well somewhere I thought I saw it. No, I guess I was
13 reading an implication in it which is here, that since
14 these people were acting in a sense as our go-between or
15 agent between the league which would have to authorize the
16 franchise, that they were acting as the agency and they
17 were saying this was satisfactory.

18 Q It doesn't say anything about the league at all?

19 A No, I have to admit it doesn't name them, except by
20 implication. At the time that I would see this letter
21 I would certainly read into it that if the agency here
22 that is going to administer the franchise for the league
23 says this is satisfactory, that means they cleared it.

24 Q Did you check yourself with the league?

25 A No.

1 Q Did you ask the Sorianos?

2 A I don't know, I may have.

3 Q Were you involved at all in the discussions which led to
4 signing of this document?

5 A We have gone over most of that already. Certainly there
6 was --

7 Q Were you personally involved?

8 A Well no, not across the table face to face but certainly
9 as conferring with and giving instructions to our agent.

10 Q Do you know who was involved in the face to face discussions?

11 A In this case it would have gone through my staff people to
12 Mr. Johnston.

13 Q At this time your staff people were Devine and Lavoie?

14 A Yes, primarily in this particular instance Devine, he was
15 doing most of the talking for our office in these negotia-
16 tions. I don't believe that I would have been satisfied
17 to accept this particular letter without any modification
18 or comment if I didn't have reason to believe from either
19 conversations or other documents at that time that what
20 we were proceeding to do to the stadium would be a satis-
21 factory agreement to qualify the franchise, otherwise we
22 wouldn't have a tenant.

23 MR. WAGONER: I move to strike that as not
24 responsive to any question.

25 (Defendants' Exhibit 30
marked for identification.)

1 Q Showing you Exhibit 30, what purports to be a letter from
2 Mr. Don L. Johnston, Seattle Center Director, to yourself
3 dated February 7, 1969. Do you recall receiving that?

4 A Again without direct recollection of this document as such,
5 the subject matter is familiar.

6 Q I have an article here by Mr. John Owen, P-I Sports,
7 dated December of '68 with respect to the Sicks Stadium
8 improvements in which he says the problem could have been
9 resolved months ago except for considerable footdragging
10 on the part of the city which for a long period of time
11 last summer and fall refused to begin negotiations with
12 the Pilots.

13 A What do you want from me?

14 Q Do you agree with that statement?

15 A No, of course on the contrary we were doing everything
16 we could to get the project moved forward because we
17 had a deep interest in it.

18 MR. WAGONER: That is all I have.

19 MR. McDONELL: No questions.

20 MR. TOMLINSON: I have a few.

21

22 BY MR. TOMLINSON:

23 Q As I understand it, you were the mayor for the City of
24 Seattle for exactly what period of time?

25 A I can't recall, they have changed it since that time. I

1 took office either in April or June of 1964.

2 Q Then you were mayor continuously until May of '69?

3 A Until 1969, that is correct.

4 Q Do you recall when in April of '69 you left Seattle?

5 A The exact date is not clear. I think it was around the
6 fourth of April.

7 Q It was before opening date at the ballpark?

8 A I am quite sure it was.

9 Q You were not there on opening day?

10 A I have no recollection. I think I would have been had I
11 been in the city.

12 Q Did you ever have occasion to attend any ball games,
13 major league ball games in Seattle?

14 A Not major league, no.

15 Q Then you went to Washington D. C. in April of '69 and you
16 were there until October of 1970?

17 A Right.

18 Q And during that period of time did you return to the
19 city of Seattle?

20 A I had many occasions to be out here for various things,
21 yes.

22 Q Didn't you return many times?

23 A I would guess perhaps a total during that eighteen months
24 of perhaps four, five or six maybe.

25 Q Did you maintain your home here or did you sell it and move

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to Washington?

A No, we maintained an address here in order to maintain citizenship in this state and not having to go to the trouble of changing all our registrations and everything. Back there we just rented a small apartment.

Q When you went to Washington you intended to return to the city?

A Absolutely.

Q Now you have mentioned that you had some contact with Gabe Paul of Cleveland. Do you remember when that was?

A No I don't but it was prior to any of these discussions.

Q And during this period prior, you mean prior to your discussions with Mr. Finley?

A Yes. At least I think I am correct in stating that. I am going on memory and I believe that is correct.

Q You identified Mr. Paul as being with the Cleveland baseball team?

A Yes.

Q And were your discussions with Mr. Paul in connection with urging him to move the Cleveland baseball team to Seattle, Washington?

A Well, I want to put this in the right context. We were not, my office was not the agency that initiated conversations with Gabe Paul. He was brought here by other people and one that comes to mind was Dave Cohn and as a result of that

1 the people, if it were Dave Cohn or whoever it was, the
2 group that was interested in moving the Cleveland franchise
3 out here of course called upon we as the administrators of
4 the city and of the county I believe to meet with these
5 people and express our interest and support in the enter-
6 prise. That is about as far as it went.

7 Q You did support moving the Cleveland baseball team here?

8 A Yes. That is, as a principal. We never got down to any
9 detail of how it was going to be accomplished, who was
10 going to pay the bill, where they were to be housed or
11 anything else. If they could work it out we were strongly
12 in favor of the major league team coming here.

13 Q You mentioned a discussion with the mayor who wasn't
14 appreciative of your talking to Mr. Paul. You had some
15 discussions with the mayor?

16 A I don't know if I should have mentioned that but we had
17 many meetings with mayors around the country through the
18 conferences of the mayors and it is in my mind at some one
19 of these meetings the mayor of Cleveland came to me and said
20 what are you guys trying to do, steal my team, and I said
21 sure we are trying to get a team in Seattle. That is about
22 the extent of it. It was just a play on words or passage
23 of a few sentences between the two of us.

24 Q You were trying to get the Cleveland team to Seattle?

25 A I wouldn't say that particularly. I was not, I don't think

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1 the city, the council or anyone else was really engaged in
2 trying to get the Cleveland team to move to Seattle. A
3 group of our citizens was and they asked us to indicate
4 whether or not we would support their effort and we said
5 we would.

6 Q Now in September of 1967 you testified concerning a series
7 of contacts commencing September 2nd, '67 with Mr. Finley,
8 do you recall that?

9 A I remember having many conversations with Mr. Finley, either
10 directly, probably two or three in my office and the rest
11 of them through my aides.

12 Q At that time Mr. Finley owned the Kansas City Athletics?

13 A I believe so.

14 Q And the purpose of your discussions with Mr. Finley were
15 in connection with efforts to obtain for Seattle the
16 Kansas City Athletics?

17 A I think we should modify this whole thing, our whole
18 interest was to support the efforts of the citizens of the
19 city to bring a major league team in.

20 Q At this time it was the Kansas City Athletics?

21 A First it was Cleveland then it was Kansas City. As far as
22 we were concerned we were only backing up efforts to get
23 a team here. We weren't aiming towards any certain team,
24 it could be an expansion franchise.

25 Q Now in connection with the Kansas City Athletics, Mr.

1 Finley wrote to Mr. Devine a letter which you indicated
2 came to your attention, Exhibit No. 9, relating to improve-
3 ments that would be necessary to be made to the stadium?

4 A Yes.

5 Q And Exhibit 10 you identified was a memorandum to Ed
6 Devine from Paul Anson relating to what would be necessary
7 in order to accomplish the proposed request of Mr. Finley?

8 A Yes. That would have been the request regardless of how
9 it was eventually negotiated out.

10 Q As I understand it the cost of these, of this proposal by
11 Mr. Finley would be a million nine hundred and forty-five
12 thousand dollars?

13 A That is what Anson's estimate was.

14 Q Then as I understand it in Exhibit No. 11, which is entit-
15 led City's Offer dated September 8, 1967, and this lists
16 a cost estimate of a million six hundred and ten thousand
17 dollars. Now this was the City's offer that was actually
18 made to Mr. Finley, is that correct?

19 A If the document so indicates.

20 Q You identified it earlier?

21 A I couldn't go back on six or seven years' memory and
22 counteract anything in these documents. If it is there
23 that is it.

24 Q I am going to refer you again to Exhibit 11. Would you
25 take another look at that, you identified your handwriting