

1 earlier?

2 A Yes, I am not questioning these documents.

3 Q What I am asking you, the cost there is a million six
4 hundred and ten thousand dollars, isn't it?

5 A That is what the document says.

6 Q In your handwriting it has assumed salvage three hundred
7 and fifty thousand dollars?

8 A Yes.

9 Q What are you referring to as assumed salvage?

10 A What we were referring to is the kind of equipment that
11 we would design and put in Sicks Stadium to increase the
12 seating, lighting and so forth that could then be moved
13 either to the new domed stadium when it was constructed
14 or to another athletic facility of our city's, one of our
15 playfields or something of that nature where it would have
16 a value.

17 Q And your feeling was it would have a value of three hundred
18 fifty thousand dollars?

19 A These are figures that were developed by our staff experts,
20 not mine; I am not a salvage expert.

21 Q Who were the salvage experts of the city?

22 A I couldn't say at this point.

23 Q Possible further salvage if new stadium is built forty
24 thousand dollars. What would that be referring to, do
25 you recall?

1 A No.

2 Q So I take it then this City's offer was the offer that
3 was made to Mr. Finley, is that correct?

4 A Yes. I have no reason to dispute that.

5 Q And Exhibit 12, I believe you identified as your letter
6 to Mr. Finley transmitting the offer, is that correct?

7 A Yes, that is certainly my letter, it has my signature on
8 it.

9 Q Showing you Exhibit 13, you discussed that earlier?

10 A Yes.

11 Q I would like to ask you, recognizing this is a statement by
12 Floyd Miller, City Councilman. As I understand it you
13 couldn't identify that that was the statement by Mr. Miller
14 made as of October 18, 1967 to representatives of the
15 American League?

16 A I couldn't from my own knowledge verify this because I
17 don't recall that I ever saw a copy of his statement. I
18 don't disagree with the statements he made.

19 Q In other words, you would agree with the statements appear-
20 ing therein, is that correct?

21 A In general, yes.

22 Q Well specifically would you agree with the statement that
23 the city would be willing to lease the stadium for one dollar
24 a year as is or will make the necessary alterations to bring
25 the stadium up to major league standards and enter into a

1 mutually agreeable lease arrangement?

2 A Yes, providing we recognize the importance of the last
3 three or four words, "and enter into a mutually agreeable
4 lease arrangement". Sure, as the agency owning the
5 facility we would be willing to go ahead and take the
6 physical steps to let contracts to make the improvements
7 providing we had the right provisions in the lease to
8 recover our money.

9 Q Then you further state, "Our negotiations with Mr. Finley
10 should demonstrate our willingness to cooperate with a
11 prospective baseball tenant to the fullest possible extent."
12 Do you agree with that?

13 A Yes, I think it does demonstrate that.

14 Q I take it then that you would agree that the lease proposal
15 made to Mr. Finley was a mutually agreeable lease arrange-
16 ment?

17 MR. McNAUL: Counsel, I would object to the
18 form of that question. First of all you are asking
19 this witness to speculate as to what was in Mr. Fin-
20 ley's mind.

21 MR. TOMLINSON: I am asking the witness --

22 MR. McNAUL: You said a mutually agreeable.

23 MR. TOMLINSON: The witness has stated that
24 he would be willing to, that he felt that they would
25 be willing to enter into a lease to bring the stadium

1 up to major league standards if there was a mutually
2 agreeable lease arrangement and I am asking the wit-
3 ness whether the proposal made by you to Mr. Finley
4 in your mind set forth provisions which would be
5 mutually acceptable to the city and to Mr. Finley.

6 MR. McNAUL: I would object to that as
7 being hypothetical and also requiring this witness
8 to speculate on what was in Mr. Finley's mind as to
9 whether it was agreeable or not.

10 MR. TOMLINSON: I will rephrase the question.

11 Q Did you consider the proposal made by you to Mr. Finley to
12 be acceptable to you as mayor of the City of Seattle,
13 something you could recommend to the City?

14 A At this point I know we have had the documents, a quick
15 perusal doesn't necessarily constitute full knowledge of
16 the contents as you well know. I am not at this point
17 prepared to say that we would have absolutely inflexible
18 entered into a contract with Mr. Finley on those conditions.
19 I am not sure what the conditions were or what loopholes
20 may be provided on either side at this point.

21 Q Do I understand you are now saying what you previously
22 identified as the City's offer to Mr. Finley was not
23 an offer at all?

24 A No, I am not saying that at all. It was an offer,
25 what do you want me to say beyond that?

1 Q Are you saying there may have been loopholes the City
2 could have gotten out of in that offer?

3 A No that isn't the point. I am saying, you are asking me
4 now some six years later to certify to something that I am
5 not prepared to certify to.

6 Q I am asking you Mr. Braman whether what you identified as
7 the city's offer to Mr. Finley was an offer you were
8 recommending to the city, that the city would be willing
9 to accept?

10 A I am confident that if by the time it reached contract
11 form that all the provisions that we had in that offer
12 were met this would have been a valid offer, yes, but I
13 have no way of knowing that that would have been the case
14 at this time. These were all the result of a lot of
15 negotiations, a lot of conversation, Mr. Finley as you
16 well know is a very able negotiator.

17 Q This was the result of those negotiations?

18 MR. McNAUL: Let Mr. Braman finish.

19 MR. TOMLINSON: It is not responsive.

20 MR. McNAUL: You can move to strike, please
21 let him finish his answer. Were you finished?

22 A -- I think maybe I was about to finish. Anyway the thing
23 of it is Mr. Finley was recognized as a very able nego-
24 tiator and we had reached the point where we had a very
25 tentative agreement which could or perhaps would have been

1 modified on one side or the other before signatures
2 actually were attached.

3 MR. TOMLINSON: I move to strike that as
4 nonresponsive.

5 Q Are you stating Mr. Braman that what is denominated city's
6 offer to Mr. Finley was anything other than an offer to
7 Mr. Finley?

8 MR. McNAUL: I object to that as being
9 repetitive and also calling for a legal conclusion.
10 A Are you asking if it constitutes anything further in legal
11 form than an offer, no, it didn't. It was an offer. Again
12 when you are talking in situations such as this, as you
13 well know, offers are subject to further negotiations,
14 that is the reason they are made.

15 MR. TOMLINSON: I think that is a question
16 of legal interpretation and I will ask that be
17 stricken.

18 A -- That is my interpretation.

19 Q Your interpretation is that an offer is not an offer?

20 A No, my interpretation is when somebody comes and says
21 here is what we are willing to do and we go back and say
22 here is what we are willing to do, we still have room for
23 negotiations.

24 Q That was kind of the situation with the Pilots, wasn't it?
25

MR. McNAUL: That question certainly is

1 inappropriate.

2 Q That was a situation with the Pilots, you made one offer
3 then subsequently another offer?

4 MR. McNAUL: I object to the form.

5 MR. McDONELL: I object as too vague and
6 indefinite.

7 Q Now you are aware, are you not Mr. Braman, that the
8 granting of the franchise to the Seattle Pilots by the
9 American League was contingent upon having a place to play
10 that was acceptable to major league standards, are you not?

11 A Yes, though I am confident that further investigation of
12 all the documents and memoranda in this matter will indi-
13 cate that all the city was offering was an interim facility
14 brought up to certain standards, which they wanted at one
15 level and we were willing to supply at another. That was
16 our offer. I don't think there is anything in there that
17 shows they accepted that offer.

18 Q All I am asking is, you were aware of the fact that they
19 had to have a place to play and this place to play had to
20 be acceptable to certain standards and for lack of a
21 better word I will call them major league standards?

22 A Yes, negotiable standards because they were negotiated
23 before we even got to the point of exchanging offers.

24 Q Now you are aware that this actual action by the American
25 League came in the latter part of 1967?

1 MR. McNAUL: What action?

2 Q The action granting the franchise to the Seattle Pilots.

3 A I would assume this is a matter of record and while I have
4 no knowledge of the date myself I will agree if that is
5 what the record shows that is what it was.

6 Q In any event, you are aware as of February 7, 1969, which
7 is Exhibit 30, which we have previously referred to, at
8 that time that a franchise had been granted to Pacific
9 Northwest Sports, Inc.?

10 A I think that is what the record indicates. I couldn't
11 dispute it.

12 Q I am sorry, I gave you the wrong date there Mr. Braman,
13 I meant to say February of 1968. I apologize for that.

14 A Whatever the document shows is undoubtedly correct.

15 Q Now you have identified a number of documents and without
16 referring to all of them, Exhibits 15, 16, 17, 18 and
17 others dealing with negotiations surrounding a lease and
18 it would appear all of these exhibits primarily refer to
19 internal negotiations that were going on within the city.

20 MR. McDONELL: I object to the form of the
21 question unless you identify the exhibits.

22 MR. TOMLINSON: I would like to ask a gen-
23 eral question.

24 Q Let me ask you this, essentially what was the problem,
25 why was the city unable to reach a definitive statement as

1 to what it wanted to do from the period commencing some-
2 time early in 1968 all the way through until the latter
3 part of that year. What in your opinion or to your
4 knowledge was the problem. They speak here, just to assist
5 you in this, what I am trying to find out, in Exhibit 15
6 for example, Mr. Anson talks in terms since the Seattle
7 Center department has received no guidance concerning
8 funding of this project although specific recommendations
9 have been made since last September on numerous occasions,
10 that this be accomplished, it would desirable to direct
11 the architect to stop any further action of this matter.
12 This will obviate incurring charges against the city for
13 which no financial planning has been made and really my
14 question Mr. Braman, do you know why there was this delay,
15 what the problem was within the city?

16 MR. McNAUL: I would object to the form of
17 that question in that it does assume number one,
18 there was delay, number two, there was a problem.

19 MR. TOMLINSON: Quite obviously there was
20 a delay and I am asking the witness if he can explain
21 to us why from the period commencing early in 1968
22 when it was known that an interim facility would have
23 to be constructed all the way into early 1969 I think
24 as the exhibits will show, before the actual work
25 commenced, what was the cause of this delay.

1 A I would be very happy to answer the question providing I
2 can answer it in my own way and fully because it has many
3 aspects that you can't answer in simply one sentence yes
4 or no.

5 MR. McNAUL: First of all I would object
6 to the form of the question as calling for an opinion
7 and mischaracterizing the evidence to date and also
8 I would object to counsel testifying as to what is a
9 delay and what is not a delay.

10 MR. McDONELL: I object to the question too.

11 Q I am going to rephrase the question because I want your
12 statement for the record Mr. Braman. Let me ask the
13 question another way. In Exhibit 15, the portion I have
14 just read to you, Mr. Anson talks about no guidance con-
15 cerning funding of this project. Do you know what he
16 was referring to?

17 A That was an internal matter. Of course what he wanted to
18 know is what appropriations he could cite if he let any
19 contracts.

20 Q And he refers back to the fact that although specific
21 recommendations have been made since last September on
22 numerous occasions, that this be accomplished, why wasn't
23 it accomplished? Now this was March 29th of 1968.

24 MR. McNAUL: I would object to the form
25 as calling for this witness to speculate as to what

1 was in Mr. Anson's mind and also calls for an
2 opinion.

3 Q I will ask you, do you know why no guidance concerning
4 funding of this project had been made as of March 29th,
5 1968?

6 A Mr. Anson was asking for specific instructions assuming
7 that he had a project in hand that was definitely going to
8 go ahead under certain conditions and which he then had to
9 ask how is this to be funded. What he is overlooking there
10 and it was no oversight on his part because he was carrying
11 out his assigned duties. The thing he fails to recognize
12 in asking for that kind of direction is the policy level
13 discussions were still going on.

14 Q What do you mean?

15 A The decision by the mayor and City Council how the best
16 interests of the city would be served and of course on the
17 other side the prospective tenants, the Pilots, Northwest
18 Sports and through them the league and other baseball
19 owners on one hand and we representing the people of
20 the city on the other and these are policy matters that
21 had not been resolved to our satisfaction at that point.

22 Q When would the funding of the project be accomplished,
23 would that be at the time of the city council's action
24 on it?

25 A Yes, that would be included in the council bill and

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1 eventually in the ordinance which came to me as mayor for
2 signature. That would provide for the funding.

3 Q Would this be initiated by the mayor's office or by the
4 council?

5 A In this particular instance, up until the time that certain
6 conditions which we had found ourselves at, an impasse had
7 arisen and we then as one of the exhibits we already had
8 before us, referred this to the council for their judgment
9 and action. Up to that point everything that eventually
10 became part of the council bill and ordinance would have
11 come about as a result of the recommendations of the
12 mayor's office up to the point that we turned it over to
13 them.

14 Q Mr. Braman, Exhibit 28 was a Seattle Times October 5th, 1968
15 article and you have been asked previously by Mr. Wagoner
16 whether you recall a statement to the reporter of that
17 article there should be some guarantee that the city would
18 realize a profit. As I understand it your answer was you
19 didn't recall making such a statement?

20 A That is right.

21 Q Now in addition to that the article states, "He added that
22 the new American League baseball team might be playing in
23 the Rainier Valley facility considerably longer than some
24 people believe. He noted the suit filed this week in
25 Superior Court against members of the State Stadium

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Commission, which could delay construction of a domed multi-purpose stadium." Do you recall making that statement?

A No, I don't recall making it. It sounds reasonable at this time.

Q Do you deny having made that statement?

A No, I don't deny it. I just don't deny it or verify it.

Q Exhibit 29 Mr. Braman refers to a modification of the lease or concession agreement referred to earlier reducing the total capacity of Sicks Stadium from 28,000 to 25,000 seats and it refers to telephone conversations between Max Soriano and Mr. Johnston and Floyd Miller and others. Were you a party to any of those phone conversations?

A If you are referring were these conference calls, no.

Q That is what I am asking.

MR. McDONELL: Do you recall the exhibit?

MR. BRAMAN: I recall the exhibit.

Q I am asking whether these conversations with Max Soriano referred to by Mr. Johnston were conversations that you were a party to?

A Not the actual conversation itself, no. At least I don't recall having been a party to it.

Q Whose primary responsibility was it to enter into a lease arrangement with the Pilot management that would be satisfactory to the city?

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1 A Are you talking about the requirements of our charter or
2 from a policy point of view?
3 Q Would this be the responsibility of the mayor's office
4 or the City Council?
5 A In this particular case it would have been the responsibil-
6 ity of the Seattle Center department.
7 Q Which is under the mayor's office?
8 A Yes. If you are talking about the physical responsibility
9 to do the actual documentation --
10 Q No, I am talking about policy.
11 A To put the project on the road. Policy, it is a combina-
12 tion of City Council and the mayor. I think everything
13 there is in documentation that I have seen at least,
14 in those days the mayor's office did not attempt to move
15 ahead without carrying the council along with them.
16 Q When you refer to the lease, as I think you said my own
17 work, would you like to clarify that, meaning it would be
18 a combination of what the mayor's office and the City
19 Council worked out?
20 A Yes, and the ultimate before the thing actually was
21 signed by both parties, this is what it would have to
22 be. We would have nothing to sign until the council was
23 in agreement.

(Short recess)

(Deposition reconvened)

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1 BY MR. TOMLINSON:

2 Q Mr. Braman, I neglected to ask you when we were talking
3 about the January proposal where the seating was reduced
4 from twenty-eight to twenty-five thousand, I neglected to
5 ask if you know why that was accomplished?

6 A Budgetary, in other words the estimates, the cost proposals
7 that we got overran the estimated amounts.

8 Q Did you during '69 have occasion to or at any time during
9 their existence in Seattle, have occasion to watch the
10 Pilots anywhere in the east, in Washington or Baltimore?

11 A No, I at no time saw the team play.

12 Q Did you see any ball games back there?

13 A No.

14 Q Did you take part in any way in the negotiations of the
15 amendment to the concession agreement with the Pilots that
16 we referred to earlier?

17 A The primary feature of which was the reduction from twenty-
18 eight to twenty-five thousand seats?

19 Q Right.

20 A Not across the table face to face, this came to me through
21 people that were assigned to negotiate for the city.

22 Q Did you direct these people at the Seattle Center Department
23 to renegotiate the concession agreement?

24 A Again I would have to reply strictly on what I would assume
25 would be my reasonable response and not my memory. I am

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1 confident they were told the costs were overrunning and
2 they would have to find some accommodation between the
3 parties.

4 Q By accommodation Mr. Braman are you aware of any accommoda-
5 tion that was offered to the Pilots for their agreement to
6 reduce seating to twenty-five thousand from twenty-eight
7 thousand?

8 A I think one of the documents we had here clearly indicates
9 that was presented to them and that we have a signed, I
10 think we have a signed copy back that they accepted it at
11 that time. I stated here in previous examination that
12 we would not have accepted that as valid unless we assumed
13 they were acting as an agent for the league.

14 Q Suppose they hadn't agreed then what?

15 MR. McNAUL: I object to that as argumenta-
16 tive and hypothetical.

17 A I think the deal would have been down the drain.

18 MR. McNAUL: It also is calling for an
19 opinion.

20 Q In other words, if they hadn't agreed to the amendment to
21 the lease from twenty-eight thousand to twenty-five thou-
22 sand there would have been no deal?

23 MR. McNAUL: I object to the form of that
24 question as being hypothetical and calling for
25 speculation.

1 A Let me say my previous reply I made it would have been
2 down the drain, I would have to say it might be down the
3 drain, not that it would be because certainly at that point
4 we would have been wide open for further negotiations of
5 some type.

6 Q Did you give any instructions to the people negotiating
7 this modification as to what their approach to the Pilots
8 should be should the Pilots be unwilling to accept?

9 A No, you take those things as they come. You don't
10 anticipate these problems until you have them before you,
11 then you try to solve them.

12 Q Did you authorize the people negotiating these amendments
13 as to what, if anything, they could offer the Pilots'
14 organization for agreeing to the reduction to 25,000 seats?

15 A I don't believe that this was the kind of thing that
16 would have come to me directly as mayor of the city. This
17 was in the hands of competent people who are charged under
18 their department's responsibilities to carry out these
19 instructions. Their instruction was to negotiate the
20 details of what improvements we would make and when they
21 were told the cost of the improvements that they were
22 negotiating were too high, they were sent back to the
23 table. It was their right to suggest a reduction in the
24 amount of seating, which is what I assume they did, with-
25 out any instructions from me.

1 Q So you don't recall making any such instruction to them?

2 A No, I don't recall it. I can't say I didn't, maybe some-
3 body had a tape recorder going, but I don't recall any
4 such instructions.

5 Q I am asking you Mr. Braman whether the renegotiation of the
6 concession agreement whereby the seating was reduced from
7 28,000 to 25,000, whether that was pursuant to your in-
8 struction?

9 A It was pursuant to a general instruction to find a way to
10 bring the cost of this project down to the amount of money
11 available to carry it out, if was possible and still meet
12 the requirements of the proposed lessee and I think the
13 documents show they did agree to this, therefore I guess
14 the negotiations were successful.

15 Q You took no permanent part in the negotiations?

16 A No, not to my knowledge.

17 Q Were you involved in the determination to provide a parking
18 lot facility for the Pilots?

19 A Not specifically. This is one of the many areas of nego-
20 tiation in which we were trying to find an answer to
21 different problems raised by the proposed occupant, lessee,
22 and still keep within the bounds and amounts of the city to
23 accomplish it and one of the things they did need was
24 further parking and I think that the arrangement that was
25 made, which would bring in presumably further income to make

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1 possible further parking was a proper legitimate approach.
2 Q You are aware, aren't you Mr. Braman, the Pilots were
3 willing to provide this parking had they been given access
4 to the facility?

5 A No, I don't know that I am aware of that.

6 Q You are not aware of any proposal made by the Pilots
7 whereby they would carry out the improvements to the
8 proposed parking lot?

9 A No. By that reply I don't mean to imply there wasn't
10 any such discussion or knowledge existing somewhere in
11 the city organization but I didn't possess it myself.

12 Q Your feeling was, if I am correct, that by providing the
13 parking and making the necessary improvements to provide it
14 that it would be a source of additional income to the city?

15 A We tried to work it out to that end, yes, to help offset
16 the total cost of the improvement, at least when I say
17 we did, I am sure that is what our negotiators were try-
18 ing to do.

19 Q Are you aware of the fact Mr. Braman that as of the open-
20 ing day in Seattle that the stadium facility was not
21 finished?

22 A Yes, I think it was common knowledge there were certain
23 elements of it. It was not one hundred per cent complete
24 but apparently it was adequate, they opened and played
25 ball there.

1 Q You are aware of the fact, aren't you Mr. Braman, as of
2 opening there was only sixteen thousand seats?
3 A No I am not, I can't talk figures.
4 Q You are not aware of that?
5 A I don't know what the figures were. I just know there was
6 some question that the facility wasn't entirely one hundred
7 per cent ready for occupancy.
8 MR. McNAUL: I believe the record will
9 indicate that Mr. Braman had left the city prior to
10 opening day.
11 Q I understand, I am asking whether he is now aware of it.
12 A I am aware from reading the newspapers, yes.
13 Q But you didn't have any discussions with Mayor Miller as
14 to the problems in getting the stadium ready?
15 A I don't recall having any discussions with Mayor Miller or
16 anyone in the Seattle organization after leaving here,
17 relative to this problem in any way, shape or form.
18 Q In a facility such as this, what is the usual arrangement
19 that the city makes to police it? In other words, who
20 maintains order at a public facility?
21 A I couldn't answer in this particular case. One of our
22 own facilities that we were operating, such as the
23 Coliseum, the city has its responsibility to do it through
24 their own security forms. In a leased area of this type
25 I am not sure. Of course for major problems the city

1 police are available and I would assume that the tenant
2 would provide some type of crowd control or what-have-you.
3 Q Who could provide us with information as to the manner in
4 which the area was to be policed?
5 A I don't know.
6 Q Would that come from the Police Department or mayor's
7 office?
8 A It would be a function, I think, of the lease arrangement
9 between the parties and I don't recall.
10 Q You don't recall any directives that you issued indicating
11 the manner in which there would be police protection?
12 A No, there were none as far as I can recall.
13 Q Do you plan to be here in Seattle, Washington during the
14 month of February, 1974?
15 A I have no present plans not to be but since I sometimes
16 make recreational plans outside the city, I wouldn't be
17 able to say I guarantee to spend the entire thirty-one
18 days of February in the city.
19 Q You have no present plans?
20 A I have no present plans. I can't block out any set of
21 dates of which I would definitely be here.
22 MR. TOMLINSON: That is all.
23
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CROSS-EXAMINATION

1
2 BY MR. McNAUL:

3 Q Mr. Braman, earlier in response to Mr. Wagoner's questions
4 you indicated that one of your motivations in acquiring
5 Sicks Stadium property was your concern to have an interim
6 stadium to acquire major league baseball in the event that
7 Seattle had an opportunity to acquire such a franchise, is
8 that right?

9 A Yes, with the further caveat, that in addition to that we
10 had two other considerations. One of them was the protec-
11 tion of the land against high value development against the
12 time when we would need a portion of it for highway pur-
13 poses. The second one was that in addition to our desire
14 to have a facility available to accommodate a franchise,
15 a major league franchise should it come during the interim
16 period waiting the big stadium, we wanted to keep the level
17 of baseball that was here going. We wanted to keep the
18 Pacific Coast League baseball going so we didn't have a
19 void which would have first deprived the city of Seattle,
20 this great big bustling metropolis of any organized base-
21 ball, but also would have been a detriment to being able
22 to convince the major league that they should put a fran-
23 chise here.

24 Q Why did the City of Seattle have the concern about obtain-
25 ing a major league franchise?

1 A Let me start by stating, that as far as I personally am
2 concerned as an individual and I don't know how this would
3 have been, how this would reflect the attitude of the
4 other responsible policy makers, the nine members of the
5 City Council, but as far as I was concerned from my own
6 personal enjoyment, it wasn't material that we have it
7 here, but as administrator of the city in listening to the
8 voices of the city, listening to the responsibility of the
9 leaders of the city who are telling us in no uncertain
10 terms that the city would be downgraded not only in
11 prestige but in economic progress if we didn't take steps
12 to acquire a major league franchise, this caused us to
13 give an attention priority that far exceeded what we nor-
14 mally would give to a city problem because overriding the
15 physical arrangements that were necessary was the fact that
16 we were told and we believed from our own knowledge that the
17 economic benefits to the city both indirect, that is
18 benefits to the community, to the businesses in the city
19 which would then come back reflected in taxes but actual
20 income to the city through direct taxes which would be so
21 great that we should give every effort to not find reasons
22 why we couldn't do this and to give in to what appeared to
23 be almost insurmountable problems, but rather to find ways
24 in which we could do it, bearing out, keeping in mind also
25 that whatever we did to keep the Pacific Coast playing and

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1 to get a major league franchise here with all of its
2 attendant benefits had to still be done in the context of
3 our responsibilities to administer the peoples' money
4 correctly and this made it a very difficult deal and took
5 a great deal of effort on the part of everyone to find
6 ways to do this and fully carry out these responsibilities
7 and for that reason I think when we talk about just the
8 negotiations that went forth here we are missing one of the
9 major parts.

10 MR. WAGONER: I move to strike the portion
11 of that testimony that is obviously based on hearsay.

12 Q Mr. Braman, I believe you testified that you had certain
13 negotiations with Charles Finley with a view to Mr. Finley
14 coming to Seattle, is that correct?

15 A Let's put it this way, that the feeling that existed in
16 the city among both responsible leaders in the business
17 community and sports leaders, men that were interested
18 personally in becoming involved in the operation of this
19 kind of an activity, whether it was baseball, basketball,
20 football or what-have-you, caused them to bring to us,
21 not at our invitation but to bring to us people who they
22 felt would be able to assist in bringing this kind of a
23 program into being here and as a result of that we had the
24 visit from Gabe Paul, we didn't invite Mr. Paul to come.
25 We had the visit from Charley Finley, We didn't invite Mr.

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1 Finley to come. We were not trying to get a franchise
2 away from any other city, we were simply listening to
3 presentations that were brought to us by interested citi-
4 zens of this city.

5 MR. TOMLINSON: I move to strike as
6 nonresponsive.

7 MR. BRAMAN: It was as responsive as I
8 can make it to that type of question.

9 MR. McNAUL: I think it was and I think the
10 record will indicate that it was responsive.

11 MR. TOMLINSON: The same objection.

12 Q Did Mr. Finley ever indicate to you Mr. Braman that if
13 he brought the Kansas City Athletics to Seattle it would
14 mean certain tax advantages and an economic boost to the
15 area?

16 MR. TOMLINSON: I object to the form of the
17 question as leading.

18 MR. McNAUL: This is on cross-examination
19 counsel, and I am entitled to lead.

20 MR. TOMLINSON: He is your witness.

21 A Yes, very definitely. In fact, everyone we talked to from
22 the side of organized baseball presented to us this
23 glowing picture of the great benefits that would come to
24 the city as a franchise.

25 Q Would it be fair to say Mr. Braman --

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MR. WAGONER: Before you go on I move to strike the answer, it goes beyond the question.

Q Would it be fair to say Mr. Braman that Seattle's interest in the Cleveland Indians as well as the Kansas City Athletics --

A -- I believe it is the Milwaukee Braves.

Q The Milwaukee Braves, was influenced by the fact at that point in time there was no expansion franchise by either of the major league leagues that the city of Seattle could obtain?

MR. TOMLINSON: I object to the form of the question. It is a leading question, you are not entitled to lead this witness. He is your own witness. This man has been included on the City of Seattle's witness list as their witness. He is a former mayor of the City of Seattle and the City of Seattle is a plaintiff here. I think the record clearly shows that the examination conducted by the baseball defendants and the concessionaire defendants was in the nature of defense and adverse witness, consequently I think you are not entitled to lead him. I will object to the form of the question.

MR. WAGONER: I would add the additional objection as well that the form of the question where it asks for an impression on behalf of Seattle

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1 interests, I think it is too vague and indefinite.

2 Q In response to that objection, I am speaking now of the
3 mayor's office and mayor's office's interest in these
4 several ball clubs. Was it influenced by the fact that
5 there was not a major league expansion franchise available
6 at that point in time?

7 MR. TOMLINSON: Same objection, leading.

8 A I would have to say that as far as I am concerned as an
9 individual I haven't had that much deep knowledge or even
10 concern about the way in which franchises are moved or
11 created around the country. I think that we would have
12 preferred to have had an expansion franchise, only because
13 of the good relationships, the better relationships that
14 would exist between the City of Seattle in other fields
15 in our working together for mutual interest, but as far
16 as the actual product is concerned, I think it would
17 make little difference to us. Yes, I think we would have
18 rather had an expansion franchise for those reasons but
19 I don't think we even thought particularly about that.
20 We were thinking about how are we going to offer something
21 that would enable somebody to bring some kind of a team
22 in here.

23 Q Do you know whether at that point in time there was an
24 expansion franchise, in 1965 and '66?

25 A From my own knowledge, no but I am almost certain from

1 other sources that there was not.

2 MR. WAGONER: I move to strike the last
3 part as going beyond his personal knowledge.

4 MR. BRAMAN: It does.

5 Q Now there was some testimony earlier about the Bay Freeway,
6 do you recall that today in your deposition?

7 A No, I am afraid I don't recall having discussed that here
8 but what was the question?

9 Q There was some indication that you felt the Bay Freeway
10 would be necessary even if the domed stadium was not
11 located at the Seattle Center site.

12 MR. WAGONER: There was testimony to that
13 effect.

14 A Whether there was or not I can easily answer the question.

15 Q The question is this then, were you aware that the design
16 of the Bay Freeway was changed to include additional lanes
17 in order to accommodate a domed stadium located at the
18 Seattle Center site?

19 A I wouldn't pin it down to additional lanes necessarily but
20 the design certainly was directed towards solving access
21 to this stadium as well as the general problem of access
22 to the Center and specifically in that respect there was
23 to be some parking, garages, I think one of these was to be
24 built over the parking lot of the high school memorial
25 stadium and certainly there was going to be ingress and

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1 egress ramps to the freeway to feed these parking facili-
2 ties which had been limited if we are only trying to serve
3 the existing facilities.

4 Q And the stadium was ultimately not located at the Center,
5 was it?

6 A No.

7 Q What happened to the Bay Freeway, if you know?

8 A The Bay Freeway was then designed to improve access to the
9 Seattle Center and high school memorial stadium and was
10 brought up to the point of design and even to some minor
11 acquisition of property and then killed by an initiative
12 to the people.

13 Q So the project was ultimately killed, is that correct?

14 A Yes.

15 Q Mr. Wagoner showed you a number of documents and you
16 responded to a large number of those that the document
17 appeared to be valid?

18 A Yes.

19 Q When you used the term valid, were you referring that it
20 was a genuine copy and that it appeared to be signed by
21 the person indicated and sent to the person to whom it was
22 addressed?

23 A Yes, very definitely. Perhaps my choice of words is not
24 good from the point of semantics but this is definitely
25 what I was stating and implying. It had nothing to do with

1 the content.

2 Q You also stated in response to the letter of January 10,
3 1969 that you felt somewhere in that letter that there
4 was some indication that American League approval had been
5 obtained, do you recall that?

6 A Yes. I think we looked at that once and didn't find the
7 specific wording in there. I think I stated that as a
8 reasonable administrator when you submit an offer to an
9 agent, to persons you are dealing with directly who has
10 to have approval of someone further on and he sends it
11 back signed, you assume he got that approval.

12 (Defendants' Exhibit 31
13 marked for identification.)

14 Q I want to show you another document here if I may. I will
15 ask if you can identify this document.

16 A Again what word shall I use instead of valid? Again it
17 appears to be a proper copy of a letter and I have no
18 reason to doubt its authenticity.

19 Q Please read the letter and I will ask you some questions
20 about it.

21 MR. TOMLINSON: May I examine the document?

22 MR. McNAUL: We can have the witness look at
23 it then you can look at it, Mr. Tomlinson.

24 A I think that bears out my assumptions.

25 Q Mr. Braman, why do you indicate that that document bears

1 out your assumptions, namely Exhibit 31?

2 MR. TOMLINSON: Just a moment, I think that
3 the form of the question is such that it is unintelli-
4 gible to not only the witness but to other counsel.
5 I object to the form of it.

6 MR. BRAMAN: Counsel, I understand the
7 question very clearly.

8 Q Would you respond please?

9 A It simply states here that the letter which we previously
10 discussed, which was returned signed by Pacific Northwest
11 Sports says, "In which you advised me you must first
12 consult with the officials of the American Baseball League
13 before acknowledging my January 10th, 1969 letter and its
14 understandings. As soon as you have returned from you
15 February 4 and 5 meeting with the American Baseball League
16 officials concerning the remodeling of the Sicks Stadium
17 by the city, we would appreciate the immediate return of my
18 letter, countersigned." That tells me that they had to
19 know what they were doing when they countersigned that
20 letter.

21 MR. TOMLINSON: I object to the answer as
22 being, as I said, not responsive to the question.
23 The witness has not identified this document as one
24 which he is personally familiar with. He is drawing
25 conclusions upon what the document says. I don't feel

1 the answer is competent testimony and I will object to it,
2 the question and answer.

3 Q Did you receive a copy of this document, Mr. Braman?

4 A I am listed on those receiving copies and therefore I have
5 no reason to doubt that I received it. I am sure I did.

6 Q And sometime after this letter, the January 10th letter
7 was signed by the Sorianos and returned to the city, is
8 that correct?

9 A Well we have the letter here and it is signed by the
10 Sorianos.

11 Q I would like to read you another portion of this letter
12 and ask you a question about it, Mr. Braman. It indicates
13 here, "If you / with the letter or any other aspects of the
14 remodeling contemplated by the city within its limited
15 funds, we wish to know as quickly as possible. We feel
16 such matters should be identified as early as possible so
17 that we can quickly work towards resolving them and keep
18 to a minimum any delay in the construction of improvements
19 to the stadium." Now was it the position of the mayor's
20 office that if that letter had not been signed by the
21 Sorianos that you would have worked with Pacific Northwest
22 Sports to resolve any difficulties?

23 MR. TOMLINSON: I object to the form of
24 the question, it is leading, it is calling for an
25 answer upon a hypothetical situation not shown to be

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in evidence in the case.

MR. WAGONER: I will add to that it is an argumentative question as well.

Q Would you answer?

A My mind is wandering, I don't get the gist. I know the paragraph.

Q The question basically is, was it the mayor's office's position that if the Sorianos to whom Exhibit 31 was sent, were not willing --

A --- I get it. I think we have to assume that when people are seriously negotiating on an important contract that if they don't reply at all that some action has to be taken. My assumption would be that they would reply, which they did and had their reply been different than the one we received which gave us every reason to believe we had a valid agreement with them, which meant they had an agreement from their sponsors, then we would have entered into further negotiations.

MR. WAGONER: I object to the answer and move it be stricken as not responsive to the question.

Q Was it your understanding that the city was inviting the Sorianos to make objections, if they had any, to the letter of January 10th and then to sit down with the city and try to resolve them?

MR. WAGONER: The same series of objections

1 we made to the earlier question.

2 A The letter is very clear, obviously we were telling them
3 if you don't like the provision, don't sign it, tell us
4 what they are and we will work them out.

5 BY MR. TOMLINSON:

6 Q You are not aware Mr. Braman, as to what reaction, if any,
7 there was from the Sorianos to the proposal made to them
8 to the lease modification of January 10, 1969?

9 A No more than their signed acceptance.

10 Q You are not aware of what their reaction was when this
11 was presented to them?

12 A No. Again, the answer is probably not acceptable but I
13 would assume that if they didn't like what was being offer-
14 ed to them they would have said so and they probably did
15 during the course of negotiations, eventually signed the
16 agreement.

17 Q Are you saying you are not aware that the Sorianos objected
18 to the signing of this document on January 10, 1969?

19 A The signing of the document, no, they signed it so I suppose
20 they did it of their own free will, they didn't have a gun
21 at their head.

22 Q I am asking you, are you or are you not aware of the fact
23 that the Sorianos vehemently objected to the signing of the
24 January 10, 1969 lease modification we have been referring
25 to?

1 A No, I am not aware of that.

2 Q You are not aware of that?

3 A No.

4 Q You are not aware of the fact that the Sorianos considered
5 they were being blackmailed in the signing of that docu-
6 ment?

7 MR. McNAUL: I would object to that
8 question, it is argumentative and it assumes facts
9 not in evidence and I think you are attempting to be
10 repetitive and to harrass the witness as well.

11 Q You are not aware of that?

12 MR. McNAUL: The same objection.

13 A I am not aware that there was any such a circumstance that
14 existed. I think these were gentlemenly, across the board
15 negotiations which eventually they agreed to and signed
16 the letter. What was in their minds I can't read.

17 Q Did Mr. Johnston give you any reports at all upon the
18 manner in which these negotiations were conducted?

19 A I am sure he must have.

20 Q Do you recall them?

21 A No, I don't.

22 BY MR. WAGONER:

23 Q You said you could not recall any proposal by the Sorianos
24 with respect to the parking lot?

25 A Yes.

1 Q To lease property for a dollar and approve the parking lot
2 at their expense. You said you couldn't recall without
3 seeing a document, does that refresh your recollection
4 on that point?

5 (Defendants' Exhibit 32
6 marked for identification.)

7 A I don't recall having previous knowledge of this. I don't
8 think it changes anything particularly.

9 Q It does seem to indicate from the handwriting Mr. Devine
10 received a copy?

11 A Yes.

12 Q And it indicates on the left-hand side 6/3/68 Committee of
13 Whole received, deny request, that would have been the
14 Council Committee of the Whole?

15 A Yes, but I have no knowledge of what happened to cause
16 that recommendation or what subsequent action was taken
17 on it.

18 MR. WAGONER: That is all.

19 (Witness excused from stand.)
20
21

22 _____
J. D. BRAMAN

23 STATE OF WASHINGTON)
24) ss.
COUNTY OF K I N G)

25 SUBSCRIBED AND SWORN to before me this ____ day