

1 say I believe because obviously I wasn't part of it, but  
2 there were, of course, other considerations, not sharing  
3 in NBC revenue and the extra expansion penalty they had  
4 to pay, plus their pension fund contributions and again,  
5 as I say, all they start-up costs.

6 Q What was the expansion penalty they had to pay? Was that  
7 the two per cent?

8 A Two per cent for the first three years, plus the pension  
9 fund contributions for the first three years, plus no  
10 NBC revenue the first three years.

11 Q Did you consider the oral agreement reached in the  
12 Baltimore Stadium as a binding agreement?

13 A Morally or legally?

14 Q Either one.

15 A Certainly morally. However, this was conditioned on  
16 their gaining American League approval as every baseball  
17 deal is conditioned on legal approval. Of course, there  
18 are never any guarantees.

19 Q On the basis of that, did you refer to what is a handshake  
20 agreement?

21 A Yes, I guess we did.

22 Q On the basis of that handshake agreement, did you obtain  
23 or enter financial arrangements with an insurance  
24 company in Milwaukee?

25 A Yes, we did and, of course, we had prior discussions with

1 that insurance company in Milwaukee on our past dealings.

2 Q What was the date of the handshake agreement in Baltimore?

3 A Saturday, October 11, 1969.

4 (Plaintiff's Exhibit No. 8  
5 marked for identification.)

6 Q Handing you Exhibit 8, is that a letter from Northwestern  
7 Mutual Life Insurance Company of Milwaukee to your  
8 organization, dated October 17, 1969?

9 A Yes.

10 Q Does it reflect a financial arrangement which you entered  
11 on the basis of the handshake agreement?

12 A Yes.

13 Q In what amount was that company committing itself to loan  
14 to your organization?

15 A Three and a half million dollars.

16 Q Was that conditioned on your obtaining a loan from the  
17 Sportservice Corporation?

18 A Yes, it was.

19 Q In what amount?

20 A Three million dollars.

21 Q So you told Northwestern that you planned to obtain a  
22 three million dollar loan from Sportservice?

23 A Yes.

24 Q Now did you assume in your conversations with Soriano and  
25 Daley that their contract with Sportservice would follow

1 the franchise to Milwaukee?

2 A I don't remember. We just assumed -- I did see Mr. Jacobs  
3 and Mr. Zanders in New York, that would be Wednesday,  
4 October 15th, 1969, probably, or maybe Tuesday, the 14th.

5 Q Let's come to that in a moment.

6 A Let me say this to you, it is hard to remember what I  
7 assumed four years ago, and my recollection is very vague  
8 when it comes to that because there was so much going on  
9 and we frankly had been burned so much in trying to get  
10 a franchise that now we finally agreed on a price and we  
11 merely turned our attention immediately to getting legal  
12 approval, which turned out to be far more difficult than  
13 we thought. So I just don't remember every specific  
14 detail.

15 I would have to assume that it did, believe that it  
16 would follow the franchise.

17 Q Maybe this will refresh your recollection from your  
18 deposition of July 17, 1971, page 48.

19 MR. TOMLINSON: I think you should identify if  
20 that is the deposition taken in the Oakland litigation.

21 MR. DWYER: I did, at the meeting.

22 Q "Question: You described a meeting in the Berd  
23 Feed Room in the Stadium in Baltimore where as a result  
24 of a lengthy conversation you shook hands with  
25 representatives of the then Seattle Pilots for the

1 purchase of the franchise owned by that group. Do  
2 you recall that testimony you have given us this afternoon.

3 "Answer: Yes.

4 "Question: All right. At that time was your  
5 agreement one as to purchase price only.

6 "Answer: Yes.

7 "Question: Did you agree at that time as to any of  
8 the details of the transaction.

9 "Answer: No, we made certain assumptions but the  
10 only discussion was on the purchase price. There were  
11 some things implied and assumed, one of them, of course,  
12 was the Sportservice contract."

13 Is that true?

14 A Yes, that is exactly what I just said here.

15 Q So you assumed in your conversations with Soriano and  
16 Daley --

17 A To the best of my recollection.

18 Q And before you talked to the Sportservice people, that  
19 that contract would follow the franchise?

20 A To the best of my recollection, I assumed that. That was  
21 not the paramount issue at the time. Excuse me, we did go  
22 through this, putting a financial package together  
23 including with the concessionaire in 1967 and '68 and in  
24 fact Sportservice was our concessionaire here the first  
25 year but they were asked to leave after the first year

1 and had we gotten a National League expansion club they  
2 would not have been our concessionaire. So as a background,  
3 we had gone through a great deal of this two years  
4 previous or a year previous.

5 Q From your prior experience then you assumed the Pilot  
6 contract would follow the franchise to Milwaukee?

7 A No, we didn't have any preference in that regard. On the  
8 contrary, when we were bidding, we had obviously freedom  
9 to make our own choice and we chose Ogden Food when we  
10 were making our bid for a franchise. We didn't have a  
11 follow-the-franchise problem because there was no franchise  
12 problem.

13 Q Did you have a follow-the-franchise provision in the  
14 Seattle franchise which you purchased?

15 A Well, I didn't know that. You are asking me if I made  
16 an assumption and there was no way, not being a lawyer  
17 I turned that over to Mr. Zarwell to handle.

18 Q As I understand it then, in your talks with them you  
19 assumed that the concession contract would follow, then  
20 you actually saw the Sportservice people in October, is  
21 that true?

22 A To the best of my recollection that might have been an  
23 assumption. I did see Mr. Jacobs and Mr. Zanders in  
24 New York City on the 14th or 15th of October during the  
25 third, fourth, fifth games of the World Series.

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1 Q And tell me, if you would, what the positions were of  
2 those gentlemen with Sportservice?

3 A Well, of course, Mr. Jacobs, one of the members of the  
4 owning family, I'm not sure what his title was then and  
5 I'm not really sure now. Mr. Zanders was more or less  
6 the gentleman who all the clubs dealt with. I believe  
7 that he may be president of the company and Mr. Jacobs  
8 may be chairman of the board but I am not really sure.

9 Q At the time you met with them then in the middle of  
10 October, 1969, did you know at that time that the  
11 Seattle ball club had an exclusive 25-year contract with  
12 them?

13 A I am sure I did.

14 Q And did you know it had a follow-the-franchise provision  
15 in it?

16 A I couldn't say that because I am not sure that really  
17 dawned on me. Frankly, I hate to sound stupid but there  
18 were too many other things to worry about and I can't  
19 tell you I was dwelling on that or that even I knew they  
20 had a contract with Seattle. We were buying the Seattle  
21 club so it was very logical I would go talk with them.

22 Q When you met with Zanders and Jacobs in New York, did  
23 you tell them that you had purchased the Seattle franchise?

24 A Yes. I believe that they had heard the rumor by that  
25 point.

1 Q Did you tell them that you were going to move that  
2 franchise to Milwaukee?

3 A If I didn't, I believe they assumed that.

4 Q Did you ask them for a loan beyond the two million  
5 dollars which was already on the books?

6 A Yes, I did.

7 Q What did you ask them for?

8 A Three million dollars, an additional million dollars  
9 over the two million dollars.

10 Q And did they agree or not?

11 A I believe that we discussed it and they were to get back  
12 to me and/or I was to get back to them.

13 Q Did you talk to them again?

14 A There was some communication but as I remember it, the  
15 League began to have meetings and the subject became  
16 more academic each day and I don't think there was very  
17 much discussion.

18 Q What response did they make for your request for an  
19 additional one-million-dollar loan?

20 A I don't remember the discussions.

21 Q Was there any particular reason you were asking them for  
22 a million-dollar loan rather than asking the bank in  
23 Milwaukee?

24 A Yes, from the way we had set our package up for National  
25 League expansion, we had a concessionaire loan of, I

1 believe it was four and a half million dollars and I  
2 have always felt that since the concessionaire is in  
3 fact really in business with you as a partner, that it  
4 did make a great deal of sense. In all the baseball  
5 financing I have observed over the year, I have always  
6 thought concession loans were very proper, very  
7 reasonable and a good thing for both parties involved  
8 because one party's success follows the other. If you  
9 draw a lot of people, all the ancillary parties do very  
10 well.

11 Q Was an interest rate discussed at the time you asked  
12 Jacobs and Zanders for the additional million-dollar  
13 loan?

14 A I don't remember. It could very well have been. I don't  
15 have any recollection.

16 Q Were any terms of repayment discussed?

17 A They very well could have been but I don't remember.

18 Q Did they tell you if they made such a loan they would  
19 expect the exclusive concession rights at the Milwaukee  
20 Stadium?

21 A I don't think they had to tell me that.

22 Q That went without saying?

23 A That went without saying.

24 Q Was the period of time during which they would have those  
25 concession rights discussed?

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1 A I don't remember.

2 Q Was it understood that it would be the same period of  
3 time that was in the existing contract with Seattle?

4 A I don't remember.

5 Q Was there any legal requirement in Milwaukee that the  
6 concession rights at the County Stadium be let out on a  
7 bid basis, a competitive bid basis?

8 A No. They had the year before for our White Sox games but  
9 under our Stadium lease agreement we were pretty free to do  
10 there as we saw fit.

11 Q In your discussions at New York with Mr. Jacobs and Mr.  
12 Zanders, did you tell them any period of time over which  
13 you would propose to repay the three million dollars?

14 A I very well could have but I don't remember.

15 (Plaintiff's Exhibit No. 9  
16 marked for identification.)

17 Q What is Exhibit 9 to your deposition, Mr. Selig?

18 A A letter from Mr. Jacobs, president of Sportservice, in  
19 which he sets down the conditions of a three-million-  
20 dollar loan to the Milwaukee Brewers.

21 Q What is the date of it?

22 A October 17, 1969.

23 Q Now that provides on page 1 for assignment of the  
24 existing concession contract to Milwaukee?

25 A Yes.

1 Q And that was a 25-year exclusive contract, wasn't it?  
2 A Yes.  
3 Q And on page 2 it provides for a loan in the total amount  
4 of three million dollars to your organization?  
5 A Right.  
6 Q And it provided for interest only payments for a period  
7 of some years, did it not?  
8 A That is correct, two years.  
9 Q Now the loan then was to be one million dollars more than  
10 had been loaned to Seattle?  
11 A That is correct.  
12 Q And the interest only payments was also an improvement  
13 as far as the ball club was concerned, wasn't it?  
14 A An improvement over what?  
15 Q Over the terms of the pre-existing loan agreement with  
16 Seattle.  
17 A I don't know that. No, I don't believe that is correct.  
18 If my memory serves me correctly, I believe they had  
19 somewhat the same deal.  
20 Q Did you know during this period of time, the fall of 1969,  
21 that Sportservice refused any increase in the amount of the  
22 loan if the club stayed in Seattle?  
23 A Do I know that?  
24 Q Did you know that at that time?  
25 A No.

1 Q Did you know that during 1970?

2 A No.

3 Q Referring now to your dealings with the Soriano-Daley  
4 group in the fall of 1969, were those conducted on a  
5 secret basis? That is, were your meetings and discussions  
6 with them secret?

7 A I would have to say that that would be a fair assessment,  
8 yes.

9 Q Who were they kept a secret from?

10 A I guess if you have secret meetings you want to keep the  
11 secret from everybody except those that are involved in  
12 the discussions.

13 Q So in this instance that meant secret from everybody  
14 except your group and the Soriano-Daley group?

15 A That is correct.

16 Q And also the Sportservice group?

17 A No, I don't think that is a fair statement. For instance,  
18 there were a lot of people in baseball told immediately  
19 after our handshake deal.

20 Q Club owners you mean?

21 A Yes. And I think obviously the knowledge of that deal  
22 grew to those parties that were directly involved.

23 Q And of course, from these exhibits that included the  
24 Sportservice organization?

25 A They were one of the people involved.

(Plaintiff's Exhibit No. 10  
marked for identification.)

1  
2  
3 Q Handing you Exhibit 10 to this deposition, Mr. Selig, what  
4 is that, please?

5 A That is from the Sports Committee of the County Board of  
6 Milwaukee, granting us the basic terms of a lease if we  
7 were to get a National League expansion team.

8 Q Did you transmit that to Mr. Dewey Soriano during or in  
9 connection with your agreement with him and his group to  
10 purchase the franchise?

11 A Yes.

12 Q And is it your handwriting at the top?

13 A Most assuredly I could not disown that.

14 Q Can you read it for the record, please?

15 A "Dewey, this is a signed copy of our lease. Because of  
16 the need for secrecy this has been ratified secretly in  
17 this precise form, Bud."

18 Q Bud is your nickname?

19 A Yes.

20 Q Now during the period of September and October, 1969, did  
21 you discuss your handshake agreement to purchase the  
22 Seattle franchise with any of the other owners of the  
23 American League ball clubs?

24 A Yes.

25 Q With which ones did you discuss it?

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1 A Mr. Hoffberger, Mr. John Allyn. There may have been  
2 others but that is all I personally did.

3 Q Did Mr. Hoffberger and Mr. Allyn indicate to you how they  
4 would vote on the proposed sale to your group?

5 A No, they did not.

6 Q Did you tell them what the purchase price was?

7 A I really don't remember. I very well might have.

8 Q Did you tell them that it was to be effective for the  
9 1970 season?

10 A I think they assumed that.

11 Q What was the occasion on which you talked to Mr. Hoffberger?

12 A Immediately after we shook hands in the <sup>B</sup>ard Room after  
13 the ballgame was over, I met him in his office.

14 Q You went and looked him up for that purpose?

15 A I really went to congratulate him on winning the World  
16 Series. I am glad I did because that is the last one  
17 he won in that series and, of course, the conversation led  
18 to it.

19 Q Would you tell us then, to the best of your recollection,  
20 what did you say and what did Mr. Hoffberger say?

21 A I really don't remember. There was a lot of excitement  
22 around there, an awful lot of people. It was not the  
23 time or place that we could talk and I just told him and  
24 that was it.

25 Q What was the occasion of your telling Mr. Allyn or talking

1 to him about it?

2 A I saw Mr. Allyn some time in November.

3 Q Where?

4 A In Chicago in his office.

5 Q Did you go there to talk baseball business with him?

6 A Yes. More especially with this deal looking like less  
7 and less of a reality, to talk about whether the White  
8 Sox come back in 1970 to play some games here, at which  
9 time he told me they would not. He was committed to keep  
10 the team in Chicago and he felt that his brother's actions  
11 were not in probably the best interest of the Chicago  
12 White Sox baseball franchise.

13 Q Which Allyn were you talking to?

14 A John. He already had taken over the franchise.

15 (Plaintiff's Exhibit No. 11  
16 marked for identification.)

17 Q Handing you Exhibit 11, could you tell us what that is?

18 A It is a lease, again from the County Board, a National  
19 League expansion club stadium lease for a National  
20 League expansion club, dated October 23, 1967, from  
21 Eugene H. Grubschmidt, chairman of the Sports Committee  
22 of the Milwaukee County Board of Supervisors.

23 Q Was a written contract of sale between your group and the  
24 Seattle club owners drawn up in October, 1969?

25 A Yes.

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(Plaintiff's Exhibit 12 marked  
for identification.)

- 1
- 2
- 3 Q Handing you Exhibit 12, is that a copy of it?
- 4 A Yes, it is.
- 5 Q There is no date.
- 6 A October, 1969.
- 7 Q Now during the period from October, 1969 to March or,
- 8 let's say, through February, 1969, did you have any
- 9 conversations with any of the other American League club
- 10 owners about your attempted purchase of the Seattle
- 11 franchise?
- 12 A Through what dates?
- 13 Q This would be October, which you have told us you talked
- 14 to Hoffberger and Allyn, through February.
- 15 A Yes.
- 16 Q Would you tell us which club owners you talked to about it?
- 17 A Well, of course, I was down in December for the winter
- 18 meetings and I talked to, through February encompassed a
- 19 lot of American League meetings where we waited patiently
- 20 in the lobby of the various hotels. I would say that one
- 21 time or another I talked to most of them.
- 22 Q Do you recall having any conversations with Mr. Short at
- 23 that time?
- 24 A Yes.
- 25 Q When and where did you talk to Mr. Short?

1 A I talked to him a couple of times on the telephone and  
2 I saw him at various meetings.

3 Q Did you talk to Mr. Finley?

4 A Yes, I did. Mr. Finley at one time proposed a very  
5 interesting program. I think it was out in San Francisco,  
6 the meetings were at the Clairmont in Oakland. We were  
7 staying in San Francisco. He called me one morning to  
8 propose that we take the franchise to Milwaukee for three  
9 years, until Seattle had a dome, then return it. That was  
10 a typical Charles O. Finley proposal based on nothing  
11 but a 5:30 in the morning bad dream.

12 Q Did you have any conversations further with Mr. Allyn and  
13 Mr. Hoffberger during that period, besides the ones you  
14 just told us about?

15 A Yes, I am sure that I did.

16 Q Did you appear at the American League meeting held in  
17 Berkeley in January of 1970?

18 A Well, if you can call waiting in the lobby with Mr. Hunt  
19 and Mr. Mercer of the Dallas group appearing, we were  
20 there, spent the afternoon having a hot fudge sundae and  
21 I am still irritated because Mr. Hunt left the bill and  
22 I had to pay the bill for him, which may be the most  
23 ludicrous thing that happened, but if you call that appear-  
24 ing, yes, we appeared.

25 Q You did not appear then at any of the actual meetings or



1 in the meetings of the League?

2 A No, most of the time, every time I saw Mr. Cronin or  
3 got close to Cronin, he ran the other way as fast as he  
4 ever moved since he played shortstop.

5 Q Did you have conversations then outside of the meetings  
6 with various of the League owners?

7 A We did but in a very vague, casual way, because obviously  
8 their problems were in Seattle and we at that time didn't  
9 really come into play. But we did and at one point in  
10 one of the meetings, I believe in Chicago at the  
11 Continental Plaza, there was even a group of owners  
12 delegated to see us and talk to us. They just wanted to  
13 find out exactly what our situation was financially,  
14 radio, television, stadium, the whole package.

15 (Plaintiff's Exhibit No. 13  
16 marked for identification.)

17 Q Is Exhibit 13 a letter from you to Dewey Soriano, dated  
18 December 29, 1969?

19 A Yes.

20 Q And as indicated here in your first paragraph, you were  
21 writing to confirm your continued willingness to purchase  
22 the franchise?

23 A That is correct.

24 Q Then on page 2 you state, and I quote:

25 "As I previously stated, we have had this lease

1 confirmed again but because of the necessity for secrecy  
2 we have had to do this without any publicity at all."

3 Was that referring back to the same lease you had for  
4 some period of years with the Stadium?

5 A That is correct.

6 Q And immediately after that you state:

7 "The Brewers have also received a letter of  
8 intent from Sportservice in regard to our concession  
9 rights. We have reached agreement in all areas  
10 pertaining to these concession rights as well as a  
11 three-million-dollar loan."

12 Did that refer back to the agreement you had reached  
13 in October with Sportservice?

14 A Yes, to the letter we discussed earlier. Whether that  
15 was a definitive agreement or not was somewhat question-  
16 able, as it turned out, because it obviously did not work  
17 out that way.

18 Q And you state:

19 "As I have told you and Bud Campbell on several  
20 occasions, the Milwaukee Brewers Baseball Club is  
21 ready to complete all the necessary financial  
22 arrangements with the Seattle Pilots on very short  
23 notice from you and Mr. Daley."

24 Who was Bud Campbell?

25 A Bud Campbell was an officer of the Bank of California.

1 Q You had talked in person to him, had you?

2 A Not at that point. I had not met him personally and I  
3 believe, I am not so sure -- yes, I guess I had once in  
4 Oakland because that was months later. Mr. Campbell had  
5 called me on a Saturday a couple days before I wrote that  
6 letter. I think that I was in my office watching a  
7 football game between the San Francisco 49ers and the  
8 Minnesota Vikings and the phone rang and it was long  
9 distance and I was surprised it was Dewey on the line and  
10 he said he had somebody that wanted to talk to me and it  
11 was Bud Campbell.

12 Q Your conversations with him had been by phone up to this  
13 point?

14 A I might have had one other occasion but I don't recollect  
15 it. That one I do very well, but I don't remember the  
16 other one.

17 Q You state:

18 "I have also enclosed a copy of the purchase  
19 agreement which our attorneys prepared for the closing  
20 of our deal in October. I trust you will treat all  
21 this information on a very confidential basis  
22 although I understand the need for Bud Campbell to see  
23 it. Sincerely, Bud."

24 A That was really to protect the Western Mutual people. I  
25 didn't think our own personal financial affairs ought to

1 be splattered about in the newspapers and that directly  
2 relates to Northwestern Mutual. We have a lot of business  
3 relationships between members of our group and Northwestern  
4 Mutual and they were doing this thing and this is a  
5 private corporation and I think it shouldn't be front page  
6 information, frankly, in the Milwaukee Journal or papers  
7 throughout the country.

8 Q Your enclosure of the written agreement reached in  
9 October was that Exhibit 12?

10 A Yes.

11 Q Now during this period of time, and I am talking about  
12 the winter now of 1969 and '70, did you know that Joseph  
13 Cronin, William Eckert and others from the American  
14 League had campaigned in Seattle for the passage of the  
15 Stadium Bond Issue?

16 A At what period of time?

17 Q Did you know that during these dealings of the winter of  
18 1969 and '70?

19 A Well, I had remembered reading about it. I believe that  
20 happened in '68 because Eckert was no longer Commissioner  
21 in '69. Yes, I remember reading about it in the newspapers.

22 Q Now there was a further meeting, as I understand it, in  
23 Chicago on February 10th and 11th, 1970, of the American  
24 League?

25 A Yes.

1 Q Were you present on that occasion?  
2 A We had rooms there and we were in the lobby, yes.  
3 Q And you say a delegation of the American League owners  
4 came to see you?  
5 A Yes, they came up to our suite at one point.  
6 Q Who was it that came?  
7 A Mr. Mike Burke, Bob Reynolds and I think Robert Short.  
8 Q Did they inquire if your group was still willing to  
9 purchase the Seattle franchise?  
10 A I am sure they did, they wanted to know about our group,  
11 who was in the group, what was our stadium lease, what  
12 was our radio-television situation, the general makeup  
13 of the Milwaukee group and package.  
14 Q Did they tell you whether or not a vote was to be taken  
15 on the sale to you?  
16 A No, they had absolutely nothing to say about anything at  
17 all, other than what was our own situation.  
18 (Plaintiff's Exhibits 14 and 15  
19 marked for identification.)  
20 Q Now handing you Exhibit 15, what is that?  
21 A That is the purchase agreement.  
22 Q Between your group and the Soriano-Daley group?  
23 A Yes.  
24 Q What is the date of it?  
25 A March 8, 1970.

1 Q That was placed in escrow at or about that time?

2 A I would have to refer to my counsel.

3 Q I think maybe we can help with a letter. Is Exhibit 14  
4 a letter to your company from your law firm?

5 A Yes.

6 Q Dated March 13, 1970?

7 A Yes.

8 (Plaintiff's Exhibit No. 16  
9 marked for identification.)

10 Q And Exhibit 16 is a document headed, "Brewers-Pilots  
11 Purchase, List of Documents Executed March 8, 1970."

12 A Yes.

13 Q Acknowledging the execution and delivery to the firm on  
14 March 8th of those documents?

15 A Yes.

16 Q Including the purchase contract. Now can you recall  
17 after refreshing your memory from those documents, was the  
18 agreement placed in escrow?

19 A Yes.

20 Q And had you been advised by anyone, as of March 8, 1970,  
21 that the League would act favorably upon this contract?

22 A The only person I had contact with then was Dewey Soriano,  
23 who called me about two days before this, and I had no  
24 contact with the League or anybody else up to that point.  
25 In fact, when we left the Chicago meeting on February 10th,

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1 we again thought that we had struck out, to use a baseball  
2 term.

3 Q You say you had struck out, what was the upshot of that  
4 Chicago meeting of February 10th, as you understood it?

5 A The League had temporarily at least decided to keep the  
6 franchise in Seattle, was the thrust of their meeting, at  
7 least to the best of their ability and Dewey Soriano  
8 called me a couple days before.

9 Q Before what?

10 A March 8th, and said that he would like to come to  
11 Milwaukee and close the deal and that he had been advised  
12 by Mr. Daley to do so.

13 Q Was there anything further to that conversation?

14 A No, that was the general thrust of it.

15 Q Did he then come to Milwaukee?

16 A Yes, he did.

17 Q On March 8th?

18 A Right.

19 Q And if there was a meeting then, tell us who attended it?

20 A We met at the Phister Hotel, it was Max Soriano, Dewey  
21 Soriano and their attorney, I believe Vince Abbey, and  
22 there was myself, Mr. Fitzgerald, I believe Mr. Zarwell  
23 and Mr. Cutler. I don't think there was anybody else  
24 there. There may have been but that is as much as my  
25 memory allows me.

1 Q What did the Sorianos tell you, if anything, then as to  
2 whether the transaction was going to go through?

3 A Of course, there was a lot of conversation. I don't  
4 remember precisely except they had been told by Mr. Daley  
5 to come here and complete the deal, which is what we set  
6 about to do.

7 Q As you understood it then, as of the time of that visit of  
8 March 8th, the transaction was going through?

9 A We had been through so many ups and downs, quite frankly  
10 after five and a half years of this business, I remember  
11 saying to myself that morning, I will believe it when I  
12 see it. Nobody really told us anything.

13 Q Did you sign the final agreement yourself on March 8th?

14 A Yes.

15 Q Do you recall that there was to be an American League  
16 meeting at Tampa, Florida on March 17th?

17 A There was originally one to be March 10th, if my memory  
18 serves me correctly, in Tampa.

19 Q Was that for the purpose of approving this sale to  
20 Milwaukee?

21 A I have no idea what its purpose was.

22 Q Weren't you advised that is what would be voted on?

23 A No, I can't say that we were.

24 Q How did you learn there was to be a meeting March 10th?

25 A I believe that was public knowledge and I am sure that



1 Dewey also told us.

2 Q Did Dewey tell you that meeting was for the purpose of  
3 approving the sale to your group?

4 A I don't recollect that he did say it in those terms.  
5 Obviously we knew it was going to be discussed but,  
6 frankly, we had from October on been in this position so  
7 we were really in no substantially different position on  
8 March 8th, except for signed documents than we were back  
9 on October 11th, I believe.

10 Q Then that meeting was, as you understood it, put over to  
11 March 17th?

12 A That is correct, we went down there.

13 Q And you knew in advance of going down there that the  
14 purpose of the meeting was to approve the sale to your  
15 group, didn't you?

16 A No, I just said that very clearly I certainly did not.

17 Q Were you and Mr. Soriano transacting any other business  
18 than the completion of this sale of the Seattle ball club?

19 A In what regard?

20 Q In any regard.

21 A No. I had no other mutual interest with Mr. Soriano.

22 (Plaintiff's Exhibit No. 17  
23 marked for identification.)

24 Q Is Exhibit 17 to your deposition a wire from the secretary  
25 of the American League office to Mr. Cronin, dated March