

1 MS. FRIEDMAN: It's not perfectly clean, though.

2 MR. ARONOWITZ: Okay. Do you want to look at it?

3 MR. C. NAFTALIN: Not really.

4 MR. ARONOWITZ: You've seen it.

5 THE WITNESS: Okay.

6 BY MR. ARONOWITZ;

7 Q And I would like you to read from page 82, line --  
8 what was it, 12? And they are short sentences. To page 84,  
9 line 19 - 20, to yourself.

10 A So I should read these two pages, basically?

11 Q Yes.

12 A Okay.

13 (Witness reviews document.)

14 MR. C. NAFTALIN: How far? To what point?

15 JUDGE STEINBERG: Page 84, line 20.

16 MR. C. NAFTALIN: Oh, okay. Thank you.

17 THE WITNESS: Okay.

18 BY MR. ARONOWITZ;

19 Q And does that refresh your recollection as to  
20 whether there may have been emergency announcements made  
21 over the Fort Lee translator via the link between October  
22 '94 and time the link was shut off?

23 A I believe -- does it refresh my memory? No.

24 Q Okay. Do you recall my -- do you recall my asking  
25 you how many emergency announcements may have been made over

1 the link?

2 A I --

3 Q Let me try this.

4 A Yes.

5 Q I asked you, "Did you make a number of emergency  
6 announcements," and at this point the context is the link.

7 Would you agree with that?

8 A Could I see where that is in the questioning?

9 Q Actually, it's on the previous page.

10 A Page 81?

11 Q Well, let me see. No, excuse me.

12 On page 82 --

13 A Okay.

14 Q -- asked the question, "Did you make a number of  
15 these emergency announcements," and I asked you if you had  
16 any recollection. And you said no; is that correct?

17 A That's correct.

18 Q And then I said, "In general, using the microwave  
19 link," or you asked me, "In general, using the microwave  
20 link," and I first asked, "In general."

21 A Correct.

22 Q And you said, "Fifteen"?

23 A Correct.

24 Q And then I asked you, "Using the microwave link?"

25 A Correct.

1 Q You said, "Less than five."

2 A Correct.

3 Q And in this context -- well, then I asked you if  
4 you had any basis for why you would use the link, and you  
5 said, "In the event there was a loss of audio or signal from  
6 WJUX Monticello."

7 Is it fair to say then that when you said "less  
8 than five," you were referring to Monticello?

9 A I was incorrect. I was referring to -- going all  
10 the way back to WJUX Franklin Lakes.

11 Q Okay. So --

12 A I mean, I must tell you that there is no way that  
13 there have been 15 emergency messages, as I stated, from  
14 October through then. I was going back a number of years.

15 Q How far?

16 A Probably until March of 1993.

17 Q So what you stated in the deposition was  
18 incorrect?

19 A I was confused here.

20 Q Okay. And what you stated in your direct  
21 statement was incorrect with respect to --

22 A I was referring to the same thing.

23 Q So you would be incorrect in your direct statement  
24 when you said, "The use of a direct connection has been used  
25 rarely." You are now saying it was never used?

1           A     I'm saying I don't recall from October on through  
2 that period.

3           Q     But if you suggested a number, you were wrong?

4           JUDGE STEINBERG: Suggested a number where?

5           BY MR. ARONOWITZ;

6           Q     For the use of the intercity relay for the  
7 broadcast of emergency messages over the Fort Lee translator  
8 between October '94 and the time you turned off the  
9 translator.

10          A     Yes.

11          Q     You would be wrong?

12          A     I believe I would be wrong, yes.

13          Q     Okay.

14                JUDGE STEINBERG: Let me just say this is in  
15 connection with that sentence, "The use of the direct  
16 connection" on page 11, the last sentence in the first  
17 paragraph?

18                THE WITNESS: I'm sorry. My statement, Your Honor?

19                JUDGE STEINBERG: Yes.

20                THE WITNESS: Yes.

21                JUDGE STEINBERG: Your statement.

22                You said you couldn't remember the -- you couldn't  
23 remember the microwave ever being used for this purpose.  
24 You couldn't recall.

25                THE WITNESS: Yes. Specific events or numbers or

1 times.

2 JUDGE STEINBERG: But it has been used for this  
3 purpose?

4 THE WITNESS: It may have been.

5 JUDGE STEINBERG: It may have been used for that  
6 purpose?

7 THE WITNESS: Yes.

8 JUDGE STEINBERG: But you don't remember?

9 THE WITNESS: Yes.

10 JUDGE STEINBERG: And that's why you used the word  
11 "rarely"?

12 THE WITNESS: Yes.

13 JUDGE STEINBERG: Well, whatever the testimony is,  
14 it would obviously take precedence over the written  
15 testimony.

16 The point I am trying to get is you don't want to  
17 change that "rarely" to "never"?

18 THE WITNESS: I don't remember.

19 JUDGE STEINBERG: Okay.

20 THE WITNESS: I just don't have an accurate  
21 recollection of it.

22 BY MR. ARONOWITZ;

23 Q On page 83 of your deposition transcript, I asked  
24 you the question, and I believe it's at line 5, "So, if the  
25 Monticello transmitter --

1 Q I'm sorry. Page 83?

2 Q Page 83, line 5.

3 A Okay.

4 Q And I asked you the question, "So if the  
5 Monticello transmitter went off, you would then program the  
6 emergency announcements over the STL?" And you answered,  
7 "Yes."

8 Is that correct?

9 A The key -- they key word here is "if."

10 Q Understood, but I just want to make sure.

11 A Okay.

12 Q And so then when I asked you if you a few lines  
13 down if you could tell me the nature and duration of these  
14 announcements, the duration, and you said, no, you couldn't  
15 recall the duration or whether they were short or long. You  
16 said you hadn't done them in such a long time, that you  
17 don't recall.

18 A Referring back to the days of Franklin Lakes.

19 Q Okay. Okay.

20 After October 19, 1994, when the link used in  
21 connection with the Fort Lee translator -- excuse me, let me  
22 rephrase that. I confused myself on that one.

23 In October of '94, WXTM goes on the air and  
24 becomes the primary station for the Fort Lee translator; is  
25 that correct?

1 A Yes.

2 Q And the link used in connection with the  
3 translator is used for emergency announcements and  
4 telemetry?

5 A Yes.

6 Q Okay. That's as far into that as I'm going to go.  
7 Do you own other translators?

8 A Yes.

9 Q Do you have intercity relay links -- do you use  
10 intercity relay links in association with the other  
11 translators?

12 A No.

13 Q Do you have -- you described for us the system  
14 yesterday, and I believe it was Chart 2, for the operation  
15 of the Dumont to -- which represented the operation from  
16 Dumont to Fort Lee translator?

17 A Yes.

18 Q Which, as you described it yesterday, involved in  
19 the use of the link?

20 A Yes.

21 Q Okay. Do you have a system like that in place at  
22 any of your translators?

23 A No.

24 Q Have you approached the emergency groups in the  
25 areas where any of your other translators are located --

1 A No.

2 Q -- to provide emergency announcements?

3 A No.

4 MR. ARONOWITZ: One brief moment, Your Honor?

5 THE COURT REPORTER: Off the record?

6 JUDGE STEINBERG: Yes.

7 (Pause off the record.)

8 JUDGE STEINBERG: Back on the record.

9 BY MR. ARONOWITZ;

10 Q His Honor asked you yesterday -- I don't want to  
11 paraphrase His Honor, but His Honor asked you yesterday once  
12 you had obtained the '91 letter authorizing you to -- in  
13 your mind, authorizing the relationship that you eventually  
14 developed with Wes, why you waited so long between '91 and  
15 '94. Do you recall that conversation?

16 A Yes, I do.

17 Q And at the time the '91 request was -- your  
18 request to the Commission was filed, was a form of Jukebox  
19 Radio programming being rebroadcast on the Fort Lee  
20 translator?

21 A In '91?

22 Q In '91.

23 A No.

24 Q When did the Fort Lee translator start  
25 rebroadcasting the Franklin Lakes station?

1 A Approximately March of 1993.

2 Q In '93.

3 And prior to -- and prior to October of '94, when  
4 WXTM went on the air, was the Jukebox Radio format being  
5 rebroadcast over the Fort Lee translator?

6 A Yes.

7 Q Okay. And, in fact, the difference was that --  
8 well, was there a difference between the programming  
9 rebroadcast on the Fort Lee translator prior to '94, did it  
10 differ from the Jukebox Radio programming broadcast on the  
11 translator after October of '94?

12 A Generally, no.

13 Q Okay. What was the difference?

14 JUDGE STEINBERG: He's --

15 BY MR. ARONOWITZ;

16 Q Generally, was there a difference?

17 A The only difference that I can be specific about,  
18 that I can recall, would be that after October -- after  
19 November 1st of 1994, the network had the option of --  
20 Jukebox Radio could now insert commercials.

21 MR. C. NAFTALIN: Your Honor, I just want to say  
22 for the record I lodged a continuing objection about this  
23 testimony other than for contextual purposes, and so long as  
24 that continuing objection stand I won't interrupt the  
25 questioning.

1 JUDGE STEINBERG: You mean, the questions on  
2 Franklin Lakes?

3 MR. C. NAFTALIN: Yes.

4 JUDGE STEINBERG: Okay, you view this as  
5 background questioning.

6 MR. C. NAFTALIN: That's how I view it. I just  
7 want to protect myself.

8 JUDGE STEINBERG: Okay.

9 MR. C. NAFTALIN: That's why I didn't interrupt.

10 BY MR. ARONOWITZ;

11 Q I believe you testified yesterday -- did you  
12 testify yesterday that you were contacted by Mr. Fishman  
13 with respect to his concerns, Mr. Fishman's concerns with  
14 respect to WXTM?

15 A Yes.

16 Q And eventually you brought its potential  
17 availability to the attention of Mr. Weis?

18 A Yes.

19 Q Okay. And at that time did you tell Mr. Weis that  
20 you could not own -- that you could not acquire WXTM?

21 A I could have acquired it.

22 Q You could?

23 A Oh, sure.

24 Q Okay. Did you suggest to Mr. Weis that you  
25 could -- well, was it your understanding that you could own

1 the WXTM construction permit as well as the Fort Lee  
2 translator?

3 A Yes.

4 Q You could own them both?

5 A Sure.

6 Q And could you own them both and rebroadcast the  
7 signal of WXTM over the Fort Lee translator if you owned  
8 them both?

9 A No.

10 Q Okay. So did you suggest to Mr. Weis that you  
11 could not own -- you could not acquire the WXTM construction  
12 permit and continue to rebroadcast Jukebox Radio on the Fort  
13 Lee translator?

14 A Could you repeat the question, please?

15 JUDGE STEINBERG: He could own both and broadcast  
16 Jukebox Radio over the Fort Lee translator just the way he  
17 had been doing it up to that point; namely, rebroadcasting  
18 Franklin Lakes?

19 MR. ARONOWITZ: Correct.

20 JUDGE STEINBERG: So I think you want to rephrase  
21 it --

22 MR. ARONOWITZ: Okay.

23 JUDGE STEINBERG: -- in terms of rebroadcasting  
24 Jukebox Radio from WXTM?

25 A Did you advise -- at that did you advise Mr. Weis

1 that you could not acquire WXTM construction permit and have  
2 the Fort Lee translator rebroadcast the signal of WXTM?

3 A I don't remember any specific conversation  
4 concerning that, but it may have come up in conversation.

5 Q Did you show Mr. Weis the '91 letter?

6 A At some point I believe I did.

7 Q Did you advise Mr. Weis on your understanding of  
8 what that letter meant?

9 A I believe I did.

10 Q And did you advise Mr. Weis that you were  
11 attempting to create an arrangement that would comply with  
12 what you understood the '91 letter to day?

13 A I believe I did.

14 Q Okay. Before he acquired the construction permit?

15 A I believe I did.

16 Q Okay. And at that time did you discuss with him  
17 the possibility of WXTM carrying Jukebox Radio programming?

18 A Yes.

19 Q Okay. And when the WXTM construction permit was  
20 acquired, did you assist in the call letter WJUX moving to  
21 the Monticello construction permit?

22 A Yes.

23 Q Okay.

24 A I'm sorry. That's incorrect.

25 Q Okay.

1           A     It did not move to the Monticello construction  
2 permit.

3           Q     Where did it go?

4           A     To the WXTM license.

5           Q     It didn't have a license at the time. It was  
6 still a construction permit. They don't have a license; is  
7 that correct?

8           A     Well, they have something of a construction  
9 permit, right.

10                   I'm getting hung up on technicality here.

11           Q     We can agree that you assisted in making sure that  
12 the WJUX call sign ended up at the Monticello facility?

13           A     I didn't make sure, no.

14           Q     Well, did you or a company controlled by you have  
15 to give it up in order for it to be obtained by somebody  
16 else?

17           A     Yes.

18           Q     Okay. And did you discuss that with Mr. Weis  
19 prior to giving up the call sign?

20           A     Mr. Weis had a discussion with me.

21           Q     Okay. But there were discussions?

22           A     Yes.

23           Q     Okay.

24                   JUDGE STEINBERG: The original question was did  
25 you insist that the call sign of WJUX being moved to

1 Monticello?

2 THE WITNESS: No, I did not.

3 JUDGE STEINBERG: Okay. And I think you first  
4 answered yes.

5 THE WITNESS: Oh, I'm -- no, that's not correct.

6 JUDGE STEINBERG: Is that -- do you remember it  
7 that way?

8 MR. ARONOWITZ: Well, I don't believe I used the  
9 word "insist"?

10 JUDGE STEINBERG: You sure did.

11 MR. ARONOWITZ: I said "assist," assist.

12 MR. RILEY: That's what I understood Mr. Aronowitz  
13 to say.

14 JUDGE STEINBERG: A-S-S-I-S-T?

15 MR. ARONOWITZ: Yes.

16 JUDGE STEINBERG: Okay, I heard "insist."

17 MR. C. NAFTALIN: I heard "assist".

18 THE WITNESS: I believe he said "assist" too, Your  
19 Honor.

20 JUDGE STEINBERG: Okay.

21 BY MR. ARONOWITZ;

22 Q Your original answer that you did assist stays?

23 A Yes.

24 Q Assist, A-S-S --

25 A Yes.

1 JUDGE STEINBERG: Okay.

2 MR. ARONOWITZ: -I-S-T, let me finish that  
3 spelling.

4 BY MR. ARONOWITZ;

5 Q And after Mr. Weis acquired the WXTM construction  
6 permit -- well, Mr. Weis subsequently acquired the  
7 construction permit.

8 Did you and Mr. Weis come to an agreement with  
9 respect to the network arrangement before or after he  
10 acquired the construction permit?

11 A I don't recall.

12 Q Okay.

13 JUDGE STEINBERG: If the network or -- never mind.

14 BY MR. ARONOWITZ;

15 Q You heard -- I believe you heard Mr. Weis speak of  
16 a \$40,000 inducement to enter into the network agreement?

17 A Yes.

18 Q Okay. And I believe Mr. Weis -- do you understand  
19 that Mr. Weis used any of that 40,000 in connection with the  
20 acquisition of the WXTM construction permit?

21 A I have no idea what he did with the money.

22 Q Do you know why the figure \$40,000 --

23 A I have no idea.

24 Q Did it come out of thin air?

25 A You would have to ask Mr. Weis.

1 Q All right, but the \$40,000 figure came from Mr.  
2 Weis?

3 A Yes.

4 Q Okay. And Mr. Weis presented -- is it true that  
5 Mr. Weis presented to you a figure to be used as network  
6 compensation?

7 A I believe he did.

8 Q Okay. And did you accept his figures?

9 A I must have.

10 Q Okay.

11 JUDGE STEINBERG: Let me just -- okay, let's get  
12 me to a reference to the network affiliation agreement. I  
13 know it's in here 23 times.

14 MR. ARONOWITZ: It would be -- let me see.

15 MR. RILEY: It's in Bureau Exhibit No. 9.

16 JUDGE STEINBERG: Okay.

17 MR. ARONOWITZ: It's Bates stamped 430.

18 JUDGE STEINBERG: Any one of time.

19 MR. RILEY: It's 137 of Bureau 9.

20 JUDGE STEINBERG: Okay, let's do 137. That way I  
21 don't have to pick up another book.

22 THE WITNESS: Charlie, I don't have that. Do you  
23 have an extra? Somebody have an extra?

24 MR. C. NAFTALIN: Yes. Do you have an extra one?

25 MR. RILEY: Doesn't he have the --

1 (Simultaneous conversation.)

2 JUDGE STEINBERG: I've got a clean -- I've got a  
3 clean copy.

4 MS. FRIEDMAN: He's got one.

5 JUDGE STEINBERG: Everybody -- okay, off the  
6 record.

7 (Discussion off the record.)

8 JUDGE STEINBERG: Back on the record.

9 Let me put in front of the witness page 173, and  
10 you will see there are figures on there for year one per  
11 month, year two, et cetera.

12 THE WITNESS: Yes, Your Honor.

13 JUDGE STEINBERG: And were those figures, the  
14 monthly payments, the result of any kind of negotiation  
15 between you and Mr. Weis? Or were those the figures that  
16 Mr. Weis gave you and you accepted them?

17 THE WITNESS: To the best of my knowledge and  
18 recollection, this is what he gave me, and this was it. We  
19 may have negotiated. I really don't remember.

20 JUDGE STEINBERG: But to the best of your  
21 recollection, he gave you -- he said, "This is what I want,"  
22 and you said, "Okay"?

23 THE WITNESS: To the best of my recollection, yes,  
24 Your Honor.

25 JUDGE STEINBERG: Okay.

1 BY MR. ARONOWITZ;

2 Q In fact, if Mr. Weis said that, would he be  
3 correct, that he just gave you the figures?

4 JUDGE STEINBERG: Well --

5 BY MR. ARONOWITZ;

6 Q If he did?

7 A I don't understand the question.

8 JUDGE STEINBERG: Yes, just --

9 MR. ARONOWITZ: Okay. All right. All right, the  
10 witness testified.

11 JUDGE STEINBERG: I'll get my page back.

12 BY MR. ARONOWITZ;

13 Q And the \$40,000 inducement, is that reflected in  
14 this network affiliation agreement?

15 I don't see it.

16 MR. C. NAFTALIN: Does the witness still have the  
17 agreement in front of him?

18 THE WITNESS: No, I don't.

19 MR. ARONOWITZ: Oh, okay. All right.

20 JUDGE STEINBERG: It says what it says.

21 MR. ARONOWITZ: It says what it says.

22 JUDGE STEINBERG: If the number in there, it's in  
23 there. If not in there, it's not.

24 BY MR. ARONOWITZ;

25 Q Mr. Turro, are you aware of whether Mr. Weis has

1 to repay that money to you, the \$40,000?

2 A Definitely not.

3 Q Definitely not. All right.

4 I believe you testified yesterday, Mr. Turro, with  
5 respect to -- I think you said that --

6 JUDGE STEINBERG: Let's go off the record.

7 (Whereupon, a recess was taken.)

8 JUDGE STEINBERG: Back on the record.

9 MR. ARONOWITZ: Do you know where I left off?

10 MR. RILEY: I know what your last question was.

11 MR. ARONOWITZ: What was it?

12 MR. RILEY: She could -- my notes --

13 JUDGE STEINBERG: Why don't you help refresh Mr.  
14 Aronowitz's recollection.

15 MR. RILEY: Well, it was the \$40,000, is that  
16 something that has to be repaid. And the answer was  
17 "Definitely not."

18 MR. ARONOWITZ: Okay. Okay. Just needed my own  
19 context.

20 BY MR. ARONOWITZ;

21 Q Mr. Turro, yesterday during the course of your  
22 demonstration you alluded to the fact a couple of times that  
23 you were a financially struggling operation at that time; is  
24 that correct?

25 A Yes.

1 Q Okay. And, in fact, you said that you didn't  
2 employ certain systems because it would cost additional  
3 monies that was unnecessary to spend, in your opinion.

4 Is that a fair recitation?

5 A When I didn't have it, correct.

6 Q Okay. If Jukebox Radio was not playing -- was not  
7 a commercial operation prior to, I think you testified, at  
8 the earliest January of '95, where did this money -- where  
9 did the \$40,000 come from?

10 A I don't recall specifically where it came from.  
11 We had money on hand. This is going back to another -- to  
12 Franklin Lakes, and I do believe at the time I did take a  
13 loan out to do the network affiliation agreement.

14 Q And if you were faced with financial limitations,  
15 would you agree to that term, at the time?

16 A At what time?

17 Q Prior to October of '94?

18 A When I was talking about financial limitations, I  
19 was talking about financial limitations due to this hearing  
20 and the costs it's put on me. That's what I was referring  
21 to.

22 Q Well, the costs of this hearing is not what you  
23 were talking about yesterday when you said that you didn't  
24 do certain things because you just didn't have the money.

25 A The one specific thing that I can recall you

1 asking me was why I didn't have a second channel.

2 Q Okay, that's --

3 A And that's what comes to my mind.

4 And it would have meant buying another remote  
5 control unit with the microwave capability and they're  
6 expensive. I mean, and that period of time could have been  
7 from a year ago. I mean, I really didn't give a specific  
8 time frame, if I'm making any sense. I mean, when you asked  
9 me a technical question like that, I think of today, here  
10 and now, or maybe even a year ago, why didn't you do it.

11 So I don't know if I'm answering your question or  
12 not. It's more important to pay salaries than to buy  
13 equipment.

14 Q Is it fair to say that money has been tight at  
15 Jukebox Radio?

16 A For the last -- yes.

17 Q Okay.

18 JUDGE STEINBERG: What about from the period  
19 October '94 through July '95, until the microwave was taken  
20 out of service?

21 THE WITNESS: Money started getting tight probably  
22 some time in -- and I'm giving an approximation here -- in  
23 April of '95. Not disastrous, but tight.

24 BY MR. ARONOWITZ;

25 Q Well, Mr. Turro, you suggested yesterday that

1 certain things weren't done at the Fort Lee -- your example  
2 being the auxiliary phone line or the second phone line.

3 Is that what you just mentioned as an example from  
4 yesterday?

5 A No, I was talking about the second channel for the  
6 microwave --

7 Q Right.

8 A -- remote control.

9 Q Okay, second channel for the microwave remote  
10 control. You said that would have been prohibitively  
11 expensive.

12 MR. C. NAFTALIN: Objection. He said whatever he  
13 said.

14 BY MR. ARONOWITZ;

15 Q You said it would be expensive?

16 A Yes.

17 Q And did you say that you didn't want to spend that  
18 money?

19 A Yes.

20 Q Okay. And I think Mr. Helmick asked you about  
21 whether it was feasible to have a dial-up remote, backup  
22 remote control?

23 A Yes.

24 Q And you suggested that --

25 A I said why would I want to do that when I can have

1 it for free over the microwave.

2 Q Right. And, in fact, did you suggest that to do  
3 the dial up would require another telephone line, and it  
4 would be expensive?

5 A Well, we didn't actually us dial up, as I recall.  
6 He did say a line, which meant to me a dedicated --

7 Q A dedicated line?

8 A -- line. It's about \$150 a month for the second  
9 line.

10 Q Okay.

11 JUDGE STEINBERG: Plus installation.

12 THE WITNESS: Yes. Thank you, Your Honor.

13 BY MR. ARONOWITZ;

14 Q So you were concerned about costs prior to October  
15 '94; is that correct?

16 A I don't think I said that.

17 Q Well, I'm asking you. Were you concerned about  
18 costs?

19 A Oh, was I concerned about costs?

20 Not as much as I am now. I mean --

21 Q So that means you were concerned about costs at  
22 some level?

23 I'm going one place.

24 JUDGE STEINBERG: Is the place why did you keep  
25 the microwave operational --

1 MR. ARONOWITZ: No.

2 JUDGE STEINBERG: -- because it was expensive?

3 MR. ARONOWITZ: No.

4 JUDGE STEINBERG: No? Okay.

5 MR. ARONOWITZ: The place is --

6 JUDGE STEINBERG: Why don't you go there?

7 MR. ARONOWITZ: Okay.

8 JUDGE STEINBERG: Go there directly. Do not pass  
9 Go. Do not collect \$200.

10 Let the record reflect humor. Let it show Mr.  
11 Helmick is appreciating it.

12 BY MR. ARONOWITZ;

13 Q How did you -- you accepted the figures that Mr.  
14 Weis put in front of you for the inducement in the network  
15 compensation package; is that correct?

16 A To the best of my recollection, yes.

17 Q Okay. You didn't question those?

18 A I said I may have negotiated with him, but I  
19 really don't recall.

20 Q But they presented no problems to you, you just --

21 A No.

22 JUDGE STEINBERG: Okay, I didn't understand. "But  
23 they presented no problems to you," and then there was a  
24 "no", and so I don't know --

25 MR. ARONOWITZ: From a financial standpoint.

1 JUDGE STEINBERG: -- what the question is and I  
2 don't know what the answer is, so maybe you ought to  
3 rephrase it so that we get -- the question and answer didn't  
4 say anything to me.

5 MR. ARONOWITZ: Okay.

6 BY MR. ARONOWITZ;

7 Q Mr. Turro, if you were concerned about the cost of  
8 additional microwaves or phone lines, is it consistent that  
9 you would give Mr. Weis \$40,000 with no strings attached?

10 A Yes.

11 MR. RILEY: Well, that mischaracterizes it.

12 MR. C. NAFTALIN: I really object to that.

13 MR. RILEY: That really does mischaracterize it.

14 JUDGE STEINBERG: First of all, you're talking  
15 about if you're concerned about the cost of microwaves and  
16 additional phone lines, you didn't establish that that was a  
17 concern of his in October of '94, when the network  
18 affiliation agreement was signed. And you haven't  
19 established that there were no strings attached to the --  
20 Mr. Turro gave Mr. Weis certain consideration and Mr. Weis  
21 gave Mr. Turro certain consideration.

22 So to the extent that there is mutual  
23 consideration there, each have strings.

24 So if those were an objection, then the objection  
25 is sustained. And if we have an answer, the answer is