+----+ | FORM 3 | +----+

U.S. SECURITIES AND EXCHANGE COMMISSION WASHINGTON, D.C. 20549

INITIAL STATEMENT OF BENEFICIAL OWNERSHIP OF SECURITIES

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934, Section 17(a) of the Public Utility Holding Company Act of 1935 or Section 30(f) of the Investment Company Act of 1940

1.	Name and Addr	ess of Reporting Pers	on			
	Allen	P	aul		G.	
	(Last)		irst)		(Middle)	
	110 110 th	Avenue, N.E., Suite	550			
		(St	reet)			
	Bellevue		MΑ		98004	
	(City)		tate)		(Zip)	
2.	Date of Event	Requiring Statement	(Month/Day/Year	-)	05/20/97	
3.	IRS or Social	Security Number of R	eporting Persor	ı (Voluntary	·)	
4.	Issuer Name a	nd Ticker or Trading	Symbol HSN, I	Inc. (HSNI)		
5.	Relationship	of Reporting Person t	o Issuer (Check	all applic	able)	
	[] Director	[] Officer (give title be)wner [X]*	Other (specify below)	
	is hereby i	tion set forth under ncorporated by refere	nce herein.	⁼ Responses"	of this Form 3	
	TABL	E INON-DERIVATIVE S	ECURITIES BENEF	CIALLY OWN	ED	
- 1.	Title of Security	2. Amount of Securities Bene- ficially Owned (Instr. 4)	Direct (D) Indirect (Form: 4. N) or I (I) f	ndirect Bene- icial Ownership	
-						
-						
-						
-						
-						
-						
-						
-						
-						
-						
-						

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly. (Print or Type Responses)

TABLE II--DERIVATIVE SECURITIES BENEFICIALLY OWNED (e.g., puts, calls, warrants, options, convertible securities)

1. Title of Derivative Security (Instr. 4)	2. Date Exer- cisable and Expiration Date (Month/Day/ Year)		. Title and Amount of Securities Underlying Derivative Security (Instr. 4)			Conversion or Exercise Price of Derivative Security		Ownership Form of Derivative Security: Direct (D) or In-	form of erivative security: virect (D) or In- virect (I)	Nature of Indirect Beneficial Ownership (Instr. 5)
	Date Exer- cisable	Expira- tion Date	Title	Amount or Number of Shares		(Instr. 5)				

Explanation of Responses:

Upon the first closing of the Stock Exchange Agreement (the "Stock Exchange Agreement"), dated May 20, 1997, by and between Mr. Allen and HSN, Inc. ("HSN"), which is subject to specified conditions and is anticipated to close on or about July 9, 1997, Mr. Allen would, among other things, acquire 7,238,507 shares of common stock, par value \$.01 per share, of HSN ("Common Stock") (and up to an additional 3,257,328 shares of Common Stock to be issued in August 1998 if the average market price of the Common Stock over certain periods prior to such time is below \$29 per share). The acquisition of 7,238,507 shares of Common Stock by Mr. Allen would represent approximately 16.70% of total outstanding Common Stock, 13.52% of HSN's total outstanding equity interests and 4.97% of HSN's total outstanding voting power. The foregoing calculations are based on information supplied by HSN to Mr. Allen that, as of May 1, 1997, there were outstanding 36,094,593 shares of Common Stock, each entitled to one vote per share, and 10,225,056 shares of Class B common stock, par value \$.01 per share; of HSN, each entitled to ten votes per share.

In connection with the Stock Exchange Agreement, Barry Diller, Mr. Allen and Liberty Media Corporation ("Liberty") entered into a Stockholders Agreement, dated May 20, 1997 (the "Stockholders Agreement"), pursuant to which, among other things, each of Mr. Diller and Liberty agrees to vote all shares of voting stock of HSN over which he or it may then exercise voting power, at any annual or special meeting of stockholders of HSN called for the purpose of the election of directors or to execute written consents of stockholders without a meeting with respect to the election of directors, in favor of Mr. Allen or a designee of Mr. Allen acceptable to HSN, so long as Mr. Allen is entitled to representation on HSN's Board of Directors under the Stock Exchange Agreement.

The Stockholders Agreement will terminate (as will Mr. Allen's right under the Stock Exchange Agreement to representation on HSN's Board of Directors) upon the earlier of (i) the disposition by Mr. Allen and his permitted transferees of one-third or more of the shares of Common Stock acquired by Mr. Allen under the Stock Exchange Agreement, or (ii) if Mr. Allen and his permitted transferees own less than 5% of HSN's outstanding equity securities (assuming for this purpose that all HSN equity securities issuable to Liberty under arrangements with HSN are outstanding).

**Intentional misstatements or omissions of facts constitute Federal Criminal Violations. See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).

Note: File three copies of this Form, one of which must be manually signed.

If space provided is insufficient, See Instruction 6 for procedure.

/s/ Paul G. Allen May 30, 1997

**Signature of Reporting Person Date
Rv: /s/ William D. Sayov

By: /s/ William D. Savoy William D. Savoy, Attorney-In-Fact for Paul G. Allen

NOTE: FILE THREE COPIES OF THIS FORM, ONE OF WHICH MUST BE MANUALLY SIGNED. IF SPACE PROVIDED IS INSUFFICIENT, SEE INSTRUCTION 6 FOR PROCEDURE.

Exhibit Index

1. Durable Special Power of Attorney, dated May 6, 1997, granted by Paul G. Allen to William D. Savoy.

DURABLE SPECIAL POWER OF ATTORNEY

I, PAUL G. ALLEN, as principal, do hereby appoint WILLIAM D. SAVOY as my attorney-in-fact with full power and authority to do and perform all acts in my name, place and stead as fully as I might do and perform as principal in connection with my shareholdings of TICKETMASTER GROUP, INC, an Illinois corporation, including, without limitation, the full power and authority to (i) vote, pledge or sell such shares, (ii) in connection with any indebtedness of Starwave Corporation to me, to modify any of the terms of repayment of such indebtedness, (iii) negotiate and enter into or modify any shareholder agreement or other agreement, and (iv) execute any and all documents and other instruments reasonably necessary to effect the foregoing.

This power of attorney shall not be affected by my disability, incapacity at law or uncertainty as to whether I am dead or alive. All acts done by my attorney-in-fact during any period of my disability or incapacity at law or uncertainty as to whether I am dead or alive shall have the same effect and inure to my benefit and bind me or my guardian, heirs, beneficiaries, devisees, legatees, personal representatives and successors as if I were alive, competent and not disabled.

My attorney-in-fact shall have no power to act hereunder after August 1, 1997, but any act performed prior to that date shall be valid and continue to be effective regardless of this termination date.

DATED at Bellevue, Washington, this 6 day of May, 1997.

/s/ Paul G. Allen

Paul G. Allen

```
STATE OF WASHINGTON )

COUNTY OF KING )
```

On this day personally appeared before me PAUL G. ALLEN, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he executed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 6 day of May, 1997.

/s/ Francoise E. Barrett -----(Signature of Notary)

My appointment expires November 1, 2000