University of Wisconsin-Eau Claire

Major League Professional Baseball, Antitrust, and Interstate Commerce Legislation: State of Wisconsin v. Milwaukee Braves

Thesis Paper Submitted To
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Abstract

The Braves left Milwaukee because of economic issues, which prompted state of Wisconsin officials to take the Braves to court and force them to remain in Milwaukee. The court case claimed the Milwaukee Braves along with the National and American Leagues violated antitrust and interstate commerce legislation. The state of Wisconsin brought the case to court based on vague previous rulings involving professional major league baseball. The first court ruling ruled in favor of the state of Wisconsin, and it determined the Braves had violated antitrust laws in the state of Wisconsin. The original ruling was eventually overturned, because a state's antitrust legislation should not supercede federal laws and the Constitution. The case brought forth state versus federal rights and the future of how professional sports leagues would operate.

Table of Contents

"Another city would like to get the Milwaukee Franchise – and would pay anything to have it moved."

-One Who Knows[1]

Introduction

The Milwaukee Braves were not the first team to move to a different city, but they were the team whose move involved the legal system the most. When the Milwaukee Braves moved to Atlanta in 1966 the state of Wisconsin filed a lawsuit against them using antitrust and interstate commerce legislation. The state of Wisconsin, led by Willard S. Stafford, determined major league professional baseball had a monopoly on professional baseball. Willard S. Stafford was a lawyer who worked through the state attorney generals office as the lead prosecutor of the court case.[2] The American and National Leagues chose where teams would play and they had the right to move teams to different cities if they chose to do so. This meant a city could not establish a team at the major league professional level, which the state of Wisconsin believed to be a monopoly. Major professional baseball leagues also regulated the game and players across state lines, which prompted the violation of interstate commerce. Although there have been court rulings in the past favoring major league professional baseball to maintain the so-called monopoly on professional baseball, but some of the rulings were vague. The previous court rulings were vague enough for state of Wisconsin officials to believe they could win a lawsuit against the National League and keep the Braves in Milwaukee.

My paper is guided primarily around the court case itself, *State of Wisconsin v. Milwaukee Braves, et. al*. My research sought to answer why the state of Wisconsin

[1] "One Who Knows" to Walter Henry Bender. Box 6, Folder 5. Walter Henry Bender Papers, 1913-1966. MssEA. Milwaukee Area Research Center, University of Wisconsin – Milwaukee. Milwaukee, Wisconsin.

[2] I could not find that much about him, even in the records his law office gave to the archives at the University of Milwaukee.

pursued the case, and what did they wished to accomplish as their final goal. It also sought to address what determined the outcome of the ruling. My research sought to ask why the Braves came to Milwaukee and why they left. Based on the economic reasons the Braves came and left Milwaukee and the vagueness of earlier antitrust and interstate commerce rulings on professional major league baseball the state of Wisconsin believed they could win their court case against the Braves and keep baseball in Milwaukee, while changing the legal aspect of baseball entirely.

To answer the afore mentioned questions I had to logically concluded the answers from my research. The state pursued the case so they could keep a major economic draw in Milwaukee. I also concluded the Braves came and left Milwaukee under perceived better economic conditions than the place they would be leaving. Lastly, I concluded logically the state believed they could win the case, because the vagueness of the previous court ruling that involved baseball and antitrust and interstate commerce legislation.

This case is significant to baseball history and sports history. This case set the precedent for all major professional sporting leagues, because it established any sports leagues' ability to move teams from one city to another without violating antitrust and interstate commerce laws.[3] Even though professional major league baseball was keeping teams from certain cities and moving players across state lines the judicial system believed it was necessary for the leagues to survive.

[3] Ron Briley, "More Legacy of Conquest: Long-term Ramifications of the Major League Baseball Shift to the West," *Journal of the West*, 36 (1997): 68-78.

Authors and scholars have argued over whether or not professional major league baseball has violated antitrust laws.[4] The resounding answer to whether or not professional major league baseball is in violation has been determined to be they did not acquire their monopoly in an improper manner. They did not force other leagues to disband based on unethical or immoral business practices.[5] The two surviving leagues basically beat out the other leagues fairly.

Most work on the Milwaukee Braves departure for Atlanta has focused on the economic issues, and not around the legal aspect of the case. This issue is a major void in what others have done research and wrote on. Even though the court case is based around economic issues, it has relevance to the history of baseball, antitrust, and interstate commerce legislation. Most historians and other scholars have looked at the reasons for the Braves leaving, which were economic, but they fail to discuss the impact of the actual court case on baseball.[6] The court case maintained precedent and allowed major league professional baseball to keep the so-called monopoly in place.

It is important to note how this case impacted legal history as well. It proved a monopoly was necessary for the proper function and execution of professional sports leagues, and without it professional sports would not be as competitive. This case provided a framework for future cases to be built around. Future cases would argue on the basis of necessity for whatever monopoly was being challenged. *State of Wisconsin v. Milwaukee Braves, et. al.* also brings into question states rights versus the federal

[4] The main types of historians that have done research on the Milwaukee Braves and other teams moving have been westward expansion historians. They have seen the relevance into baseball and the number of teams that moved west during the 1950s and 1960s. As mentioned earlier they primarily have looked at the economic issues of teams moving and not the legal aspect.

[5] Rodney Fort and James Quirk, "Cross-Subsidization, Incentives, and Outcomes in Professional Team Leagues," *Journal of Economic Literature,* 33-3 (1995): 1265-1299.

[6] Glen Gendzel, "Competitive Boosterism: How Milwaukee Lost the Braves" *The Business History Review,* 69-4 (1995): 530-566.

constitution. The court ruled in favor of the state of Wisconsin based on state antitrust laws, but the federal courts eventually overruled them, because a state law cannot violate a federal law. Based on the vagueness of previous baseball antitrust and interstate commerce court rulings the state of Wisconsin believed they could win their case against the Braves, thus changing professional major league baseball forever, but the original ruling would challenge the Constitution on the basis of state versus federal rights.

Baseball's Westward Expansion History

The Braves moved to Wisconsin in 1953 from Boston. They moved based on economic reasons like many other baseball teams did during the same decade. The same reasons for their arrival were the cause of their departure to Atlanta in 1966. For thirteen years the Braves called Milwaukee home. They competed at the top of the league for most of those years, and they even went to two World Series, winning one of them in 1957. A professional major league franchise or team that was doing so well in Milwaukee decided to move to Atlanta so they could thrive with a better television and economic market. The court battle to keep the Braves in Milwaukee was the resolve of some Wisconsin citizens.[7]

Other teams moved from city to city before the Braves moved to Atlanta. They even moved from Boston to Milwaukee before they moved to Atlanta, and none of those other teams were challenged as much as the Braves were for moving from Milwaukee.[8] The state of Wisconsin decided to take the Braves to court and filed antitrust and interstate commerce charges against them. The result would favor the Milwaukee Braves, as well as other professional baseball clubs and professional baseball leagues.

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[7] Bob Buege, "Love Story in Milwaukee," *Baseball Research Journal,* 20 (1991): 77-79.

[8] Lee Elihu Lowenfish, "A Tale of many Cities: The Westward Expansion of Major League Baseball in the 1950's," *Journal of the West,* 17-3 (1978): 71-82.

In the years prior to the Braves moving from Milwaukee to Boston other professional baseball teams moved from their original city to another city. One of the most notable teams that moved was the Dodgers from Brooklyn to Los Angeles. They were a winning team in New York, but were rivaled by two other teams in the same city. The Giants played in the same league as the Dodgers, and were historically a team that won a lot more than the Dodgers, but the Dodgers were winning during the 1950s. The same decade they decided to move to Los Angeles. The other main rival to the Dodgers in New York City was the New York Yankees, which was the epitome of the league.[9] They had won the World Series five years in a row from 1949 to 1953 and then in 1956. The attention that was awarded to the Yankees was one of the reasons for the Dodgers and Giants leaving New York City. These teams wanted a better situation where fans would give them attention instead of all the attention going to another team, the Yankees.

Other teams that left their original city were the St. Louis Browns to Baltimore, the Boston Braves from Boston to Milwaukee, and the Athletics from Philadelphia to Kansas City. The one thing all these teams had in common was that they were not the lone team in their original city, but when they moved they were the only team in their new city. The Red Sox played in Boston with the Braves, the Athletics played with the Phillies in Philadelphia, and the Browns played with the Cardinals in St. Louis.[10] It was not feasible to file an antitrust suit or interstate commerce claim against these teams, because they were not the only team playing in their respective city.

The Braves on the other hand were the only team playing in Milwaukee. The prosecutors argued they had a monopoly of providing the city with professional baseball

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[9] Neil J. Sullivan, *The Dodgers Move West* (New York: Oxford University Press, 1987), 63.

[10] Charles C. Alexander, *Our Game: An American Baseball History* (New York: H. Holt, 1991), 89.

at the highest ability of skill. By being the only team in Milwaukee the state realized they could take the Braves to court and charge them with anti-trust and interstate commerce suits. This was unprecedented at the time. No other team that moved from one city to another was ever taken to court. The places they played were in disbelief that the team would leave, too disorganized to file a suit against the team, or even think of taking legal action against the team.

The county of Milwaukee and the Milwaukee County Parks Commission worked diligently and together to get the Braves to come to Milwaukee in 1953. They already had a stadium in place for professional baseball, the Milwaukee Brewers a minor league team had a nice stadium they were playing in. The irony of the situation was the county had to terminate the contract with the Brewers to allow the Braves to use the stadium, which is one of the methods the state used to keep the Braves in Milwaukee in 1965.

Even though a precedent was already set in favor of professional baseball clubs and the professional baseball leagues, the state of Wisconsin believed they could win an antitrust and interstate commerce case against the Milwaukee Braves. They called upon economics professors and people closely associated with the Milwaukee Braves as expert witnesses to testify upon their behalf. In the end the case *State of Wisconsin v. Milwaukee Braves, et. al.* proved professional baseball clubs and leagues at the highest level were not in violation of antitrust and interstate commerce legislation.

Antitrust and Interstate Commerce Legislation

When the Framers of the Constitution were writing it, thinking about keeping peace between the states, and thinking of a way to regulate any debate that would come up between them, they thought the federal government should regulating interstate

commerce. It was the role of Congress to enact legislation on how to regulate goods and services being transported form state to state.[11] The Framers did not have any idea about big corporations in the future that would challenge interstate commerce.

The best way for the government to enact legislation against big corporations that inhibited fair competition was through interstate trade. The government did not have precedents established against unfair monopolies, so they had to regulate them through a means that they could control.[12] If the corporations were not that big they would not be trading across state boundaries or they would not be big enough to eliminate competition. Since the corporations that were unfairly limiting competition did go between states the government could regulate these corporations through interstate commerce laws, because the Constitution gives the right to regulate interstate commerce to the federal government.[13] They first did this through the Sherman Antitrust Act.

The Sherman Antitrust Act was enacted in 1890 to prohibit big businesses from becoming monopolies in certain areas of trade and goods. Some of the notable companies were steal companies and the railroads, but the Sherman Antitrust Act has evolved over the years to incorporate many different aspects of businesses and monopolies.[14] The basic intent of the Sherman Antitrust Act was to limit unfair business practices or business trying to prevent fair competition.[15]

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[11] Bernard C. Gavit, *The Commerce Clause of the United States Constitution* (New York: AMS Press, 1970), 100.

[12] Joshua Bernhardt, *The Interstate Commerce Commission: Its History, Activities and Organization* (Baltimore, MD: The Johns Hopkins Press, 1923), 7.

[13] Gavit, *The Commerce Clause of the United States Constitution*, 28.

[14] Joel B. Dirlam and Alfred E. Kahn, *Fair Competition: The Law and Economics of Antitrust Policy* (Ithaca, NY: Cornel University Press, 1954), 44.

[15] Albert H. Walker, *History of the Sherman Law of The United States of America* (Westport, Connecticut: Greenwood Press, Publishers, 1980), 3.

After a few decades had passed the Sherman Act was becoming obsolete, because corporations were finding away around it. That is why Congress enacted the Clayton Act in 1914. This act stated if there was a reasonable possibility of a corporation limiting trade, it would violate antitrust and interstate commerce legislation.[16] Along with the Clayton Act came the Federal Trade Commission Act. It stated a commission would be set up to monitor, regulate, and enforce the Clayton Act.[17] They had the power to challenge businesses that may have or had the possibility of violating antitrust legislation. The commission's power declined over the years, but still has some power.

Over the years many different cases have come up that have gone to court and have challenged Congress' legislation on interstate commerce, the Sherman Antitrust Act, and the Clayton Act. The cases have evolved from monopolies to mergers, to horizontal agreements, to price discrimination, to patents, and all the way to vertical restraints of trade and group boycotts.[18] There have been many cases filed under each category, with each one setting a new precedent as the law evolves.[19] Some of these cases involved professional major league baseball, especially the *State of Wisconsin v. Milwaukee Braves et. al.*

Precedent Cases Involving Professional Major League Baseball

There have even been a few documented cases that have been handled by the courts involving professional baseball, interstate commerce and antitrust legislation. There have been a total of three total cases and one of them being appealed to a higher

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[16] John H. Shenefield and Irwin M. Stelzer, *The Antitrust Laws, 2nd ed.*, (Washington D.C.: The AEI Press, 1996), 20.

[17] Sumner Marcus, *Competition and the Law* (Belmont, CA: Wadsworth Publishing Company, Inc.1967), 87.

[18] Don E. Waldman, *The Economics of Antitrust Cases and Analysis* (Boston: Little, Brown and Company, 1986), 254.

[19] Paul R. Benson, Jr., *The Supreme Court and the Commerce Clause, 1937-1970* (New York: Dunellen Publishing Company, Inc., 1970), 345.

court. Each case only officially dealt with one of the aspects the state of Wisconsin filed against the Braves in 1966. The individual cases either dealt with interstate commerce legislation or antitrust legislation. Since, they are both closely intertwined, the judge usually ruled on the original complaint of the prosecution, but included some sort of ruling on the other aspect of antitrust or interstate commerce legislation.

The first case involved the *Federal Baseball Club of Baltimore, Inc. v. National League of Professional Baseball Clubs et. al*. This case dealt with interstate commerce and antitrust legislation. The original complaint was, "[National and American Leagues] conspired to monopolize the baseball business."[20] The Federal League was an upstart league in 1914 and 1915 that challenged the established leagues of the time, the National League and American League. The National League and American League were not organized under one collective league yet. They still operated separately from each other. The Federal League raided both the American League and National League for players to play in their own league, which caused problems between the Federal League and the two established leagues. Due to the slow start of the league it eventually went bankrupt after two years of existence. Even though they did not exist as a league anymore they still sued the National League and all the professional baseball clubs involved in that league in 1921. It was a last ditch attempt to prove that the National and American Leagues were controlling the travel of players and games of professional baseball between states.

The ruling in 1922 came from the district court judge Holms, which ruled against the Federal League and proved that major league baseball was not violating interstate

[20] Holms, Judge. *Federal Baseball Club of Baltimore, Inc. v. National League of Professional Baseball Clubs, et. al.* Box 3, Folder 2. Ralph L. Andreano Papers, 1963-1971. Mss487. Madison Archives, University of Wisconsin – Madison. Madison, Wisconsin.

commerce laws. In the ruling the judge wrote, "Transportation is a mere incident, not the essential thing."[21] The ruling basically stated that the professional baseball teams in the American and National Leagues were not traveling between states as the main purpose of selling their product. Going from state to state was only a minor part of what they provided to the consumer.

Another case was brought to the courts in 1948 in the case of *Gardella v. Chandler et. al.* Gardella was a former player in the National League and Chandler was the commissioner of baseball at the time of the case. Chandler represented both the National League and American League. Gardella filed his case against the leagues claiming they violated the Sherman Antitrust Act 15 U.S.C.A. 1, 2, 3, 13, and 14.[22] His basic concerns were players could only play in their respective leagues and no other leagues because they were under contract, and he also claimed they were crossing state lines.[23] Justice Holms dismissed the case based on past rulings for professional baseball against interstate commerce and antitrust legislation.

Gardella appealed the case in 1949 in the United States Court of Appeals. This time he pursued the "reserve" clause that was known throughout professional baseball.[24] A team who issued a player a contract used the "reserve" clause. When the contract had expired only that original team could still issue that player a contract. This limited the player from playing on other professional teams, which seemed to be in violation of antitrust legislation. This case was also dismissed from court by circuit judge Chase,

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[21] Holms, Judge. *Federal Baseball Club of Baltimore, Inc. v. National League of Professional Baseball Clubs, et. al.* Box 3, Folder 2.

[22] Goddard, Judge. *Gordella v. Chandler, et. al.* Box 3, Folder 2. Ralph L. Andreano Papers, 1963-1971. Mss487. Madison Archives, University of Wisconsin – Madison. Madison, Wisconsin. The 1, 2, 3, 13, and 14 are chapters under the Sherman Antitrust Act 15.

[23] *Ibid.*

[24] Chase, Judge. *Appeal Gordella v. Chandler et. al.* Box 3, Folder 2. Ralph L. Andreano Papers, 1963-1971. Mss487. Madison Archives, University of Wisconsin – Madison. Madison, Wisconsin.

based on past rulings on similar cases.[25] Gardella once again did not win the case, and the courts further upheld the precedent already set in other cases involving professional baseball, antitrust, and interstate commerce legislation.

The last case before the state of Wisconsin filed a case against the Milwaukee Braves was *Toolson v. New York Yankees, Inc. et. al.* This case specifically involved the New York Yankees baseball team, but it also included all the other teams in the American and National Leagues. This case came to the courts in 1953 and it challenged the ruling of the *Federal Baseball Club of Baltimore v. National League of Professional Baseball Clubs, et. al*. The prosecution argued the court did not rule or give an "opinion" on if baseball violated the Sherman Antitrust Act in the 1922 case.[26] The court just ruled the National and American Leagues were not violating interstate commerce legislation, because it was just a "mere incident." Judge Barton's ruling was not very conclusive. He ruled, "no court has issued an exemption from the Act [Sherman Antitrust] of any sport that is so highly organized as to amount to an interstate monopoly or which restrains interstate trade or commerce."[27] Judge Barton believed that it was Congress' duty to pass legislation that involved interstate commerce and professional sports. It was not the courts' job to decide if professional sports were violating antitrust legislation or interstate commerce legislation, because baseball had expanded greatly since the 1922 ruling.[28] This ruling made it possible for the state of Wisconsin to believe they had a valid case against the Milwaukee Braves in 1966. The state of Wisconsin believed since the ruling

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[25] *Ibid.*

[26] Burton, Judge. *Toolson v. New York Yankees, Inc. et. al.* Box 3, Folder 2. Ralph L. Andreano Papers, 1963-1971. Mss487. Madison Archives, University of Wisconsin – Madison. Madison, Wisconsin.

[27] *Ibid.*

[28] *Ibid.*

was vague and the judge did not want to make a hard and steadfast ruling they had a chance to overcome precedent. The courts were becoming less authoritative from the first to the last ruling on antitrust and interstate commerce in major league professional baseball. The state of Wisconsin believed the next case would favor them.

Bringing the Braves to Milwaukee

The Braves originally played baseball in Boston. They wanted to move to a different city, because they were sharing the city with another professional baseball team, the Boston Red Sox. This hurt the Braves ability to make money, because there was competition. The Red Sox were also a better team during the 1940s and early 1950s. In 1953 the Braves decided to move to Milwaukee. Milwaukee did not have a professional team at this time, but they had an adequate stadium where minor league championships were being played.[29]

The Milwaukee Baseball Club, nicknamed the Brewers, already had a contract with Milwaukee County to use Milwaukee County Stadium through the year of 1955.[30] The Milwaukee Brewers were a minor league team that played their home games in Milwaukee. The Braves wanted to use it starting in 1953. This posed a problem, because it is very difficult to get two teams to play their entire home games in one stadium, especially when transportation and lighting technologies were not as advanced as they are today. Another problem was actually getting the Braves to come to Milwaukee, and

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[29] Minutes from Special Meeting of Milwaukee Parks Commission (March 14, 1953). Box 6, Folder 6. Walter Henry Bender Papers, 1913-1966. MssEA. Milwaukee Area Research Center, University of Wisconsin – Milwaukee. Milwaukee, Wisconsin. The stadium was the topic of continuous talks between the Milwaukee Parks Commission and the Braves organization. The Braves wanted a guarantee on an improved stadium before they would move to Milwaukee.

[30] Contract Agreement with Milwaukee American Association. Box 6, Folder 6. Walter Henry Bender Papers, 1913-1966. MssEA. Milwaukee Area Research Center, University of Wisconsin – Milwaukee. Milwaukee, Wisconsin. The contract with the Brewers for use of the stadium started August 18, 1952 and concluded in December 31, 1955.

provide them with a lucrative contract that would sway them to come. Milwaukee County could not destroy the contract with the Brewers or kick them out of Milwaukee County Stadium, because it was not a done deal with the Braves coming to Milwaukee yet.

It was well known for a few months prior to the start of the 1953 season that the Boston Braves wanted to relocate their franchise. They had a few choices. The two most promising ones were Milwaukee or Toledo.[31] Because their was competition the Milwaukee County Parks Commission believed they had to provide a decent offer to the Braves and accommodate them the best way they could to woo them to Milwaukee.

The first contract talks between the two sides were about television and radio rights. In the 1950s television rights to broadcast a game became increasingly important. Most teams owned their own stadium, but as stadiums grew bigger they needed the financial backing of the city or county in which they were located. If the stadium was owned by the city the team playing there was just renting it from them. If the team had television rights they could make money off of the people staying home and watching the game. This proved to be more profitable for teams that had to pay rent, but they would have to pay a fee to the city or county, depending on who owned the stadium, for those rights. In Boston the radio and television rights the Braves paid were 320,000 dollars.[32] The Milwaukee County Parks Commission offered a, "lower price in Milwaukee" during their original talks.[33] The lower price to pay for radio and television rights was a great

[31] Minutes from Special Meeting of Milwaukee Parks Commission (March 14, 1953). Box 6, Folder 6.

[32] *Ibid.*

[33] *Ibid.*

way to sway the Braves on coming to Milwaukee, but that price could be countered by other cities the Braves were thinking about moving to.

The one advantage the city of Milwaukee had was their new stadium that was built only a few years before the Braves eventually moved there. The stadium was not to the exact specifications the Braves wanted, but it would be suitable for the time being. The big question was, who was going to pay for the improvements to the stadium and what would the terms of the lease look like.

The Braves wanted a long lease in the stadium at a very cheap price, as well as the county of Milwaukee paying for the improvements to the stadium. The original offer the Braves wanted was a ten-year lease at 1,000 dollars per year and giving five percent of gross ticket and concession sales.[34] They wanted a very cheap lease, because of the moving costs that would be accrued from their move from Boston to Milwaukee.[35] The improvements the Braves wanted to the stadium included: better lighting, more seats, additional office space, and concession stands.[36] This was obviously not what the Milwaukee County Parks Commission had in mind when they wanted to make money off of their new stadium.

The county could not afford all of the renovations to the stadium as well as a very cheap lease with the Braves. They needed more revenue from the stadium, because they could not put the burden on the taxpayers to pay for the renovations and hope in the future the stadium would pay for itself. "Milwaukee is a conservative town, and when we tried to make changes at the zoo and the conservatory and other places the public

[34] *Ibid.*
[35] *Ibid.*
[36] *Ibid.*

disowned us. We have to consider that fact."[37] Considering the taxpayers the Milwaukee County Parks Commission looked at other deals in relatively similar cities with professional baseball teams leasing stadiums. They looked at the deals in Cleveland and St. Louis. The lease in Cleveland was 35,000 dollars per year paid to the county and the lease in St. Louis was 80,000 dollars per year paid to the county.[38] These deals did not include a percentage of ticket sales or concessions, which is why they are so much higher than the offer from the Braves to the county of Milwaukee.

The biggest concern the Milwaukee Parks Commission had, other than making money off of the stadium, was granting the Braves television rights resulting in people not coming to the stadium. The only offer Milwaukee County received was a guarantee by the Braves, "I can assure you that the ball club will do nothing to televise games that will hurt the attendance."[39] That was not sufficient enough for the Milwaukee County Parks Commission, but it would have to do if they wanted to bring a professional baseball team to Milwaukee.

The final contract that was agreed upon resulted in a shorter lease than the Braves wanted, but it was a pretty cheap lease compared to other places. The lease contract stated, "five years; first 2 years at 1,000 dollars per year; last three years at five percent of gross receipts from tickets and concession sales."[40] This contract was concluded minutes before a press conference in March that would inform the public if the Braves were staying in Boston or moving somewhere else.

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[37] *Ibid.*
[38] *Ibid.*
[39] *Ibid.*
[40] *Ibid.*

In retrospect the Milwaukee County Parks Commission may have wanted to maintain the original offer by the Braves for a ten-year lease. In the years that followed it was a continuous struggle and fight between the Braves and the Milwaukee County Parks Commission on setting the terms of new contract leases. The short leases also helped the Braves leave Milwaukee and move to Atlanta, which was the start of the court case against the Braves by the state of Wisconsin.

Ongoing Lease Trouble

The original lease the Braves signed with Milwaukee County lasted five years, or through the 1957 season. This was trouble for both parties. The Braves were doing well in Milwaukee. They were winning games, and even won the World Series in 1957, as well as making a lot of money through attendance and concession sales. There was arguing over the length of the new lease as well as the percentage of ticket and concession sales that would go to Milwaukee County.

Once again the Milwaukee County Parks Commission would look at other cities or counties and see how their contracts were written with professional baseball clubs in their respected areas. The three most notable cities they looked at were Baltimore, Kansas City, and Cleveland. Some of the major similarities and differences the Milwaukee County Parks Commission took in to consideration were over percentages of concessions and ticket sales, as well as overall similarities between the contracts. In Cleveland the concessions were run by a third party that paid for the rights from the county to sell concessions at the stadium during games and other events. The concessionaire would pay 33.3 percent of the concessions to the ball club and the city or

county would receive 16 percent from the concessionaire.[41] The Kansas City contract was molded exactly like the one in Milwaukee, because the Milwaukee one set a precedent for franchises moving to a new city and leasing a stadium.[42] After looking at different contracts from other areas along with the prosperity the Braves were having the Milwaukee County Parks Commission decided they wanted to increase the percentage they received from ticket and concession sales.

The one concern the Milwaukee County Parks Commission had over increasing the amount of money that would be paid to them by the Braves from their concession and tickets sales was the increase in prices at the stadium so the Braves could still make the same amount of money. This would also discourage people from buying concessions at the stadium, or even prevent them from going to the game, instead watching it on television. They solved this problem by putting a "control over prices" clause in the contract.[43] This would allow the Milwaukee County Parks Commission to control the prices at the stadium, so they could maximize profits. They also proposed 20 percent of concessions and 8 percent gross receipts of paid admissions.

The Milwaukee County Parks Commission based their new lease contract on how much the Braves had made in the past four years. The current contract was five years, but the new contract talks were taking place during year five, so there was not data from that year for them to use. Over the past four years the average profit of the Braves baseball club was 364,000 dollars.[44] This was fairly well for a professional baseball team

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[41] Minutes of Milwaukee County Parks Commission Meeting (June 5, 1957). Box 6, Folder 7. Walter Henry Bender Papers, 1913-1966. MssEA. Milwaukee Area Research Center, University of Wisconsin – Milwaukee. Milwaukee, Wisconsin.

[42] *Ibid.*

[43] *Ibid.*

[44] Milwaukee Braves Profit Statement (1953-1957). Box 6, Folder 7. Walter Henry Bender Papers, 1913-1966. MssEA. Milwaukee Area Research Center, University of Wisconsin – Milwaukee.

in the 1950s. The Braves would continually have more people in attendance than other clubs, thus making more money. So, a new contract that gave more money to Milwaukee County was inevitable.

The new contract would be for another five years. This time Milwaukee County received 7 percent of gross receipts of paid admissions. Paid admissions included advanced tickets sold as well as tickets sold at the stadium the day of the game. The lease contract also included 75 dollars for each 1,000 paid admissions for each World Series game played at the stadium. It also included 15 percent of gross sales of all merchandise, and 20 percent of some merchandise as backrests, cushions, and pencils. The Braves had a stipulation in the contract that if attendance, total number of admissions, fell below one million per year the Braves had the right to renegotiate the contract.[45] The stipulation for the Braves allowed them some leeway, which would come in handy when they wanted to leave Milwaukee for Atlanta.

When the latest contract was up in 1962 the Braves and the County of Milwaukee had to renegotiate the terms of the lease. In 1962 the Braves started to dislike the terms of the lease in Milwaukee and were not happy with their current arrangement with the county. Some of the biggest issues were the television rights along with the financial information of the Braves. The Milwaukee County Parks Commission was also dealing with other things and did not put as much effort or time into this contract as they had

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Milwaukee, Wisconsin. The Braves always contested any financial figure provided by the Milwaukee County Parks Commission or third individual party. Even during the court case they contested profit, net income figures, and attendance per season to be way too high. All the research has multiple figures, sometimes from three parties. The individual third party figures were different than the Milwaukee County Park Commission's figures, but were closer to those figures compared to the ones that the Braves submitted if they submitted any figures at all.

[45] Stadium Contract Agreement (January 1, 1958 – December 31, 1962). Box 6, Folder 7. Walter Henry Bender Papers, 1913-1966. MssEA. Milwaukee Area Research Center, University of Wisconsin – Milwaukee. Milwaukee, Wisconsin.

done with others. They did not look at other stadium deals teams had with other cities or counties. The county of Milwaukee was content with the money they were making off of the Braves, so the lease talks were not that involved as the first two times they negotiated contracts with the Braves.

In the new contract the Braves received communication rights. The one stipulation they had was they could not intentionally reduce the attendance at the stadium. If there was a problem with television rights Milwaukee County has the right to renegotiate the television rights with the Braves.[46] There was never a problem with television rights between the two parties, but Milwaukee County could have used this argument in the court case to their advantage, because attendance dropped considerably when the Braves announced they were moving to Atlanta.

The only real problem that arises during the negotiation period was over financial information. The financial records of the Braves were very important to determine how much the county received from them, but the Braves rarely disclosed that information. The President of the Braves in 1962, Joseph Cairness, would never disclose the financial records to the public.[47] Cairness was also upset with the continual rent increases. He said they were, "extremely unreasonable."[48] He did not make the county happy, because they wanted to find out the actual expenses from the stadium, but were not able to get the

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[46] Minutes from Milwaukee County Parks Commission Contract Talks (December 13, 1961). Box 6, Folder 7. Walter Henry Bender Papers, 1913-1966. MssEA. Milwaukee Area Research Center, University of Wisconsin – Milwaukee. Milwaukee, Wisconsin.

[47] Milwaukee Sentinel, *"Braves Fight Rent Increases"* (September 1, 1957). Box 6, Folder 8. Walter Henry Bender Papers, 1913-1966. MssEA. Milwaukee Area Research Center, University of Wisconsin – Milwaukee. Milwaukee, Wisconsin.

[48] *Ibid.*

financial records from Cairness or the Braves organization.[49] This was the beginning of the turmoil that would surround the Braves and Milwaukee County for the next four years.

The new contract was similar to the second contract signed. Milwaukee County received 7 percent of gross receipts of paid admissions, and 5 percent of net receipts on the first one million and 7 percent of net receipts sold over one million. They also received 75 dollars for every 1,000 paid admission to a World Series game played in the stadium and 15 percent of gross sales of all merchandise.[50] The one major difference in the contract was the length. It would last only two years, from January 1, 1963 to December 31, 1965. The Braves did have the right to extend the period of the contract for an additional two three-year periods, with the last one ending in 1971.[51] It was becoming clear that the Braves were not happy in Milwaukee. The length of their contract was becoming shorter, as well as their president not cooperating with the county, by not disclosing financial data. It appeared the two sides were on a collision course for an unwanted battle in court over the rights of either party even though a new president of the Braves was assigned, John McHale. He stated in 1963, "The Braves will be in Milwaukee today, tomorrow, next year, and as long as we are welcome."[52] This

[49] Milwaukee County Stadium Expense Report. Box 6, Folder 9. Walter Henry Bender Papers, 1913-1966. MssEA. Milwaukee Area Research Center, University of Wisconsin – Milwaukee. Milwaukee, Wisconsin.

[50] Stadium Contract Agreement (January 1, 1963 – December 31, 1965). Box 6, Folder 7. Walter Henry Bender Papers, 1913-1966. MssEA. Milwaukee Area Research Center, University of Wisconsin – Milwaukee. Milwaukee, Wisconsin.

[51] Stadium Contract Agreement (January 1, 1963 – December 31, 1965). Box 6, Folder 7. Walter Henry Bender Papers, 1913-1966. MssEA. Milwaukee Area Research Center, University of Wisconsin – Milwaukee. Milwaukee, Wisconsin.

[52] No. 3/40 – editorial (Friday 10/23/1964). Box 1, Folder 2. Milwaukee Journal Stations Records, 1922-1980. Mss203. Milwaukee Area Research Center, University of Wisconsin – Milwaukee. Milwaukee, Wisconsin.

statement was an obvious ploy to persuade the public and government authorities the Braves were still willing to play in Milwaukee.

The contract disputes over the revenue received from the Braves being in Milwaukee and using Milwaukee County Stadium was the first building block for the two parties to part ways. The city and county of Milwaukee were happy with the revenue they were receiving from the Braves, but the Braves wanted to expand their revenue to different areas to make more money, especially in television rights.

Braves Leave Milwaukee

The Braves eventually left Milwaukee for Atlanta. They made an announcement to leave Milwaukee in 1964, which affected attendance during the 1964 and 1965 seasons, the last two seasons the Braves played in Milwaukee.[53] The decline in attendance and the contract leasing the stadium was up in December of 1965, which gave the Braves the chance to move to a different city. The Braves only played their home games in Milwaukee for thirteen years.

There were a few attempts to force the Braves to stay in Milwaukee. One of the attempts included the Braves purchasing Milwaukee County Stadium from Milwaukee County. Another reason for the stadium to be purchased by the Braves was to put it on the tax role. It was county property, so it was not being taxed. Fred W. Jahnke, member of the Milwaukee County Parks Commission, truly believed it was in the best interest of the Braves and Milwaukee County if the Braves purchased Milwaukee County Stadium.[54] If the Braves owned the stadium, they would want to earn enough money playing in it to

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[53] Ralph L. Andreano. Box 1, Folder 6, page 709. Ralph L. Andreano Papers, 1963-1971. Mss487. Madison Archives, University of Wisconsin – Madison. Madison, Wisconsin.

[54] Fred W. Jahnke to Walter Henry Bender. Box 6, Folder 5. Walter Henry Bender Papers, 1913-1966. MssEA. Milwaukee Area Research Center, University of Wisconsin – Milwaukee. Milwaukee, Wisconsin.

pay for the cost. Unfortunately the Braves did not purchase the stadium, which saved them money, with their generous lease contracts with the Milwaukee County, thus letting them make the move to Atlanta much smother.

The debate of whether or not the Braves would move somewhere else was not a new topic in the 1960s. There was a letter received by Walter Bender, head of the Milwaukee County Parks Commission, from "One Who Knows," that stated, "another city would like to get the Milwaukee Franchise – and would pay anything to have it moved."[55] The author of the letter also told him to keep this information to himself.

Even thought the letter to Bender was not made public in 1957 or the years following, Milwaukee County still made some efforts to make sure the Braves would stay in Milwaukee. These efforts were not only to keep the Braves in Milwaukee, but a financial reason for the county. Before the Braves stopped giving expenditure figures from the stadium, Milwaukee County was not making enough money off of it to pay for the renovations they made for the Braves. The county was making approximately 89,265 dollars a year off of the Braves in the stadium, which barely paid for the interest.[56] Milwaukee businesses also on average, over the years the Braves were in Milwaukee, collected an extra seven million dollars annually from spectator expenditures.[57] This included restaurants, hotels, and other business that profited from people staying in Milwaukee to watch a game. When the Braves left Milwaukee the average of seven

[55] "One Who Knows" to Walter Henry Bender. Box 6, Folder 5. This letter may have been a joke when it was written in 1957 (Braves were playing the season that ended up with a World Series title), but with the knowledge gained in 1964-1966 this letter has to be taken seriously even if it was not taken seriously in 1957.

[56] John L. Dayne, Acting Chairman County Board of Supervisors, Operating Statement -1956. Box 6, Folder 5. Walter Henry Bender Papers, 1913-1966. MssEA. Milwaukee Area Research Center, University of Wisconsin – Milwaukee. Milwaukee, Wisconsin.

[57] *Ibid.*

million dollars per year also left and the businesses began to struggle, which led to the state of Wisconsin filing a court case against the Braves.

Reasons for Filing the Court Case

The biggest reason the state, district attorney, had against the Braves and the rest of the professional baseball clubs was the city of Milwaukee and the state of Wisconsin were left without a professional baseball club. There was not another way for the city of Milwaukee or another city in the state of Wisconsin to get the level of professional baseball unless the National or American League allowed a team to move there or an expansion team to be awarded to the city. By not having the competitive right to have another team move to the city of Milwaukee it led to the antitrust and interstate commerce arguments in the prosecution's case.

Another argument for the prosecution was how well the Braves were doing in Milwaukee. Compared to the other teams in the National and American Leagues the Braves were doing quite well. During the thirteen years in Milwaukee, "[the] period 1953-1965 the Braves had 31 percent more paying customers at Milwaukee County Stadium than the average National League team and 53 percent more than the average American League team, and had the second highest total admissions for all major league teams."[58] These figures show the Braves were thriving in Milwaukee. They even included the years after the Braves stated they would be leaving Milwaukee for Atlanta, which lowered admission figures considerably. During the so-called lean years for the Braves in Milwaukee (1960-1964), "[their] annual receipts for sales of tickets for such home games exceeded one million dollars, and the Braves sold such [television] rights for

[58] Nathan. Box 1, Folder 3, page 6. Ralph L. Andreano Papers, 1963-1971. Mss487. Madison Archives, University of Wisconsin – Madison. Madison, Wisconsin. These figures were from an expert witness, Mr. Nathan.

sums in excess of 3.2 million dollars."[59] The state claimed if the Braves were doing so well in Milwaukee compared to other professional baseball clubs in either the American or National League they should not be allowed to move from Milwaukee, even if they could be even more profitable elsewhere.

The one claim the Braves had against Milwaukee was their admissions figures were much less than what was claimed. "That it [Braves] never has sold anywhere near one million tickets per season."[60] It was the Braves only way to state they were not making enough money in Milwaukee and to be profitable they had to move elsewhere.

The city of Milwaukee was thriving economically when the Braves were playing baseball there. Stated earlier, the local businesses of Milwaukee made an extra seven million dollars annually when the Braves were in Milwaukee. This was just for the businesses. "Conservatively estimated, the total economic value of major-league baseball to Milwaukee's economy is about 16,800,000 dollars annually."[61] When the Braves left the city of Milwaukee and the surrounding area inevitably took a horrible economic downturn. They were no longer making the money they used to be making. This was an argument that really persuaded the district attorney to go forward and file a case against the Milwaukee Braves.

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[59] Judge Elmer W. Roller, State of Wisconsin: Circuit Court, Branch 5, Civil Division: Milwaukee Division. Box 1, Folder 2, page 4. Ralph L. Andreano Papers, 1963-1971. Mss487. Madison Archives, University of Wisconsin – Madison. Madison, Wisconsin.

[60] Memorandum Decision (April 13, 1966). Box 1, Folder 4, page 17. Ralph L. Andreano Papers, 1963-1971. Mss487. Madison Archives, University of Wisconsin – Madison. Madison, Wisconsin. The Braves continuously under valued their financial numbers, at least compared to what the Milwaukee County Parks Commission had for equivalent categories.

[61] Ralph L. Andreano, Witness Statement. Box 1, Folder 3, page 11. Ralph L. Andreano Papers, 1963-1971. Mss487. Madison Archives, University of Wisconsin – Madison. Madison, Wisconsin. This statement came from Ralph L. Andreano, himself, an expert witness on economic affairs and baseball from the University of Wisconsin – Madison. He had a history of scholarly work involving professional baseball and economics.

Case Against the Braves

The actual charges against the Braves organization were in pursuant to sections 133.02, 14.525 and related sections to the state's statutes.[62] These statutes involved monopoly clauses that were illegal in the state of Wisconsin. The attorney general and state believed that the Braves along with other clubs in the National and American Leagues were operating a monopoly that controlled professional baseball in all the cities across the country.

The state claimed that it was very hard for players to make it to the professional leagues of baseball, and any other level of baseball was not equal to the National or American Leagues. "That the caliber of both individual and team play in major league professional baseball is for superior to that of minor league or college baseball and only a small number of minor league players or college players are able to obtain positions on major league professional baseball teams."[63] The city of Milwaukee and state of Wisconsin were left without a major league professional team, and the teams that were in the state were not of the same quality as the Braves were. The people and spectators were not given the same level of baseball, as they should be granted.

If the Braves were permitted to leave Milwaukee, the city would not be allowed to receive another team of the same quality. It took either the American or National League to grant a team in Milwaukee. "No other person [club] may be admitted to membership in the league except upon the unanimous consent of the present clubs."[64] The city of

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[62] Judge Elmer W. Roller, State of Wisconsin: Circuit Court, Branch 5, Civil Division: Milwaukee Division. Box 1, Folder 2. It seems odd that an attorney general would file charges against a team with interstate commerce and antitrust suits based on state statutes and not federal laws.

[63] Judge Elmer W. Roller, State of Wisconsin: Circuit Court, Branch 5, Civil Division: Milwaukee Division. Box 1, Folder 2, page 4-5.

[64] Judge Elmer W. Roller, State of Wisconsin: Circuit Court, Branch 5, Civil Division: Milwaukee Division. Box 1, Folder 2, page 6.

Milwaukee did not have the right to go to another team and offer them a great contract to lease the stadium in Milwaukee unless all the other professional clubs in their respected leagues allowed it. This brings up the idea of a monopoly, because it does not allow certain cities to have professional major league baseball.

The city of Milwaukee did not have the right to sell contracts to players in the professional major leagues either. The city of Milwaukee could have bought players and started their own team, but neither the National nor American League allowed that. "A monopoly in the right to employ the services of all present and future professional baseball players of major league quality."[65] If the city of Milwaukee could sign enough players to contracts they would not be able to play teams of the highest quality, because the American and National Leagues would not allow it. The city of Milwaukee was stuck without a chance to have a professional club or the ability to sign professional quality players to play there.

Another aspect to the case was with television and radio rights. The Milwaukee County Parks Commission had been negotiating with the Braves since 1953 over television and radio rights, but in the end the professional major leagues had the right to broadcast games. "The absolute power to determine the time and place of exhibition and broadcast of all major league games."[66] This meant the National and American Leagues had the exclusive right to determine the time of games and who got to broadcast them. It was another claim against monopoly power by the attorney general.

The actual charges that were filed against the Braves were based on perceived illegal action. "The Braves, the other clubs, the league and persons acting in concert with

[65] *Ibid.*
[66] *Ibid.*

them have agreed to an illegal plan."[67] The charges went on to state the termination of games in Milwaukee, playing games in Atlanta, Georgia, prohibiting any other team from relocating to Milwaukee, prohibiting an expansion club from going to Milwaukee, and failure to promote interstate attendance after the decision was made by the Braves to move to Atlanta.[68] All of these charges had to do with antitrust legislation or interstate commerce, which should have been involved with federal laws and not state statutes.

Court Rulings

The ruling was decided in January of 1966 before the Braves officially moved to Atlanta. The original ruling was in favor of the state of Wisconsin. The circuit court, Judge Elmer W. Roller, concluded each club in the National League pay five thousand dollars, and have a plan in place by 1967 for a future franchise to play home games in Milwaukee.[69] The ruling did allow the Braves to leave, but they had to have a plan in place for a new team to play in Milwaukee otherwise the Braves had to come back. This ruling did not follow precedent of the three other antitrust and interstate commerce cases involving professional baseball. The court proceedings were held in Milwaukee, which undoubtedly had an effect on the outcome of the trial.

The ruling of the case brings into question states rights versus federal rights. The national government has the right to regulate and enact legislation involving interstate commerce. The Constitution of the United States establishes the rights of the federal government as well as the states. The laws enacted by the states should not violate federal law either. The court ruling was based on state laws, which should not have been

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[67] Judge Elmer W. Roller, State of Wisconsin: Circuit Court, Branch 5, Civil Division: Milwaukee Division. Box 1, Folder 2, page 8.

[68] *Ibid.*

[69] Memorandum Decision (April 13, 1966). Box 1, Folder 4, page 17. Ralph L. Andreano Papers, 1963-1971. Mss487. Madison Archives, University of Wisconsin – Madison. Madison, Wisconsin.

applicable in this case. The only laws that should have applied to this case would have been federal antirust and interstate commerce legislation. Under these assumptions the court case and ruling were appealed.

The case was obviously appealed by the Braves and the National League. It went to the Wisconsin Supreme Court. The Wisconsin Supreme Court ruled against the state of Wisconsin. "We [Wisconsin Supreme Court] respectfully submit that for all the foregoing reasons the Judgment of the Trial Court should be reversed."[70] They also believed that the original ruling in the case commanded too much authority against the national government.

> Judgment of the Trial Court is invalid by reason of repugnancy to the Commerce Clause of the United States Constitution in that its application of the Wisconsin antitrust statutes to the interstate structure and activities of the defendants would impose an unreasonable burden on interstate commerce and thus the Court lacks jurisdiction of the subject matter of the action.[71]

The Wisconsin State Supreme Court did not just make a ruling about the Braves and antitrust legislation, but determined the state statues in Wisconsin on antitrust legislation were invalid based on the Constitution of the United States. They also ruled in favor of the precedents that had been set by the other three antitrust and interstate commerce cases involving major league professional baseball. "The Untied States Supreme Court has held the business of baseball is not within the scope of the federal antitrust laws and that any imposition of those laws is 'up to Congress'."[72] The state Supreme Court followed precedent to overrule what the Circuit Court had ruled.

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[70] Wisconsin State Supreme Court Decision. Box 1, Folder 5, page 62. Ralph L. Andreano Papers, 1963-1971. Mss487. Madison Archives, University of Wisconsin – Madison. Madison, Wisconsin.

[71] *Ibid.*

[72] *Ibid.*

The state of Wisconsin petitioned the United States Supreme Court to look at the case. The Supreme Court had ruled previously on similar cases, but in the end had always ruled against major league professional baseball of being a monopoly. The last case in 1953 did leave some questions to be answered and some hope for the prosecution. The petition was denied by the Federal Supreme Court base on: "The Court below [Circuit Court] erroneously held that application of State antitrust laws to an industry were pre-empted by an exemption of that industry from the non-pre-empting federal antitrust laws."[73] The Supreme Court followed precedent from the other three rulings like most of the other courts had done. Professional major league baseball was given and exemption against antitrust and interstate commerce legislation passed by the federal government. The United States Supreme Court would not even look at the case in court, so the state of Wisconsin had failed to keep the Braves.

Conclusion

The state of Wisconsin had lost the case against the Braves. They were allowed to move to Atlanta, and the city of Milwaukee was not awarded a new professional baseball club. Their case against the Braves was not successful due to the precedents that had been set before them even though the rulings had been vague only a decade earlier. Their case was based on the optimism of Milwaukee only having one team compared to the other teams that have moved from their original city having more than one team. They also based their case on the possibility of the courts changing their minds. It seemed likely after the case in 1953 was vague and did not give a precise ruling for professional major league baseball on antitrust and interstate commerce legislation.

[73] United States Supreme Court. Box 1, Folder 7. Ralph L. Andreano Papers, 1963-1971. Mss487. Madison Archives, University of Wisconsin – Madison. Madison, Wisconsin.

The Milwaukee Braves and the state of Wisconsin case was the ultimate case involving professional major league baseball against interstate commerce and antitrust legislation. Even to this day it seems that major league baseball has a monopoly on how baseball is run, and they can take it away from any city they want, whenever they want to. They can also control the movement of players in their respected leagues by not allowing them to play for other rival leagues.

As the courts stated professional major league baseball needs an exemption from the antitrust and interstate commerce legislation. They have had teams struggling to make money, because the city they were located did not support them financially. They did not support them by not having a large enough fan base that may have shrank over the years, or the city they were located in did not support them financially.

The exemption was necessary because all the teams in professional major league baseball cannot make money in just one city where competition would thrive. The franchises are too large, and the amount of people who would want to see a game being played would not match the number of people that could go to a game. They also need to appeal to people all across the country to maintain their profit margin. The only way to do that is to have teams in different cities, even if they were the only team in that city or state.

If major league baseball was not exempt from the antitrust and interstate commerce legislation, professional baseball would not be as competitive. Major league baseball would fail if it did not have the exemptions that were put in place in the 1920s and were maintained for the next ninety years. Professional major league baseball needs

the exemptions, and that is why the Milwaukee Braves, Atlanta Braves, were not in violation of antitrust and interstate commerce legislation.

The prosecution began their case based on the economic conditions of the Braves. The Braves were making adequate money in Milwaukee and the stadium contracts with Milwaukee County was comparable to other teams or even more favorable to the Braves than other National and American League teams were getting. This reason gave the prosecution or the state an opening to argue for their actual case.

Further research could and should be done on the economic conditions of the city of Atlanta and the surrounding community. The scope of this paper was not directly connected to the ability of Atlanta supporting a professional major league baseball team. It could be concluded that the Braves may have been worse off in Atlanta than in Milwaukee, because the Braves organization over estimated the ability of the Atlanta area to support a professional major league baseball team.

It was not just an economic issue where it was based on the amount of money the Braves were making in Milwaukee, and how much money they could be making in Atlanta. The case was more of a case that could change the aspect of professional baseball and professional sports as a whole. By arguing professional major league baseball was violating antitrust and interstate commerce legislation they could alter the way baseball and other sports were run. This would force the professional sports leagues to have a viable solution for competition in every city there was a team.

The Milwaukee Braves leaving Milwaukee and moving to Atlanta cannot just be viewed in an economic study, but it has to be viewed in a legal sense as well. It is important to note the economics of the Braves were a driving force in why they left and

the legal case was based on economic legislation. To truly understand the significance of the movement of teams in professional baseball and other sports, and why the leagues are set up the way they are, there has to be an understanding of what precedents established the leagues to be the way they are.

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