

THE POLO GROUNDS CASE (part II)

By John Hogrogian

Soon after acquiring the Polo Grounds on September 7, 1961, the City took measures to keep it operating temporarily as a stadium. The Titans were continued as tenants for the 1961 season. On October 5, the Mets signed a lease of the Polo Grounds for the 1962 season. The Titans became subtenants of the Mets.

On the next day, October 6, 1961, the Mets and the Titans signed up as tenants of the new stadium, expected to open in 1963. Construction costs were now estimated at \$19 million. The Mets signed a thirty-year lease with a ten-year renewal. The rent was \$450,000 for the first year, then dropped by \$20,000 per year until leveling off at \$300,000. On behalf of the Titans, Harry Wisner signed a "memorandum of agreement" to rent the new stadium for fifteen years at a rental of \$5,000 per game or 10% of gross receipts, whichever was higher. Both the Mets and the Titans would play 1962 in the City-owned Polo Grounds.

On October 28, 1961, groundbreaking ceremonies were held at Flushing Meadows. About 3,000 spectators attended the festivities, entertained by the Guy Lombardo Orchestra. Gil Hodges, Billy Loes, Monte Irvin, Sid Gordon, and Jim Hearn represented the old Dodgers and Giants. Manning the ceremonial shovels on behalf of the City were Mayor Wagner, Construction Coordinator Robert Moses, Parks Commissioner Newbold Morris, and Queens Borough President John Clancy. Turning dirt for the tenants were Baseball Commissioner Ford Trick, National League President Warren Giles, George Weiss for the Mets, and Harry Wisner of the Titans. This was probably the highest positive profile that the Titans ever had in their short life.

While construction of the new park proceeded, the Polo Grounds enjoyed something of a renaissance. On January 11, 1962, the Mets announced that they had begun a \$300,000 refurbishing of the old stadium. One improvement would be the construction of a cocktail lounge, an amenity unknown during the Giants' tenure. In announcing the other improvements, Mets executive Jim Thomson addressed many of the shortcomings that Harry Wisner had bemoaned:

The park will have to be painted. The entire playing field will have to be regraded and sodded, and all the reflectors and lamps will have to be replaced in the lighting towers. We are also installing an electronic scoreboard that will stretch across the clubhouse in center field.

As to parking, Thomson stated that the regular lot would accommodate 1,300 cars, while two near-by lots would hold another 950 cars, with shuttle bus service to and from the ballpark. In addition, Yankee Stadium parking, just a ten-minute walk away, would be available when the Yankees were on the road. The Mets would not be able to recoup any of the \$300,000 when they moved to the new stadium.

On April 14, 1962, the Mets played their home opener at the Polo Grounds. Only 12,447 fans showed up on a rainy day to welcome the National League back to town. Mayor Wagner threw out the first ball, with Mrs. John McGraw seated beside him. For the Polo Grounds, the days of auto races and soccer games were over. After four years, major league baseball was back for a brief encore.

On August 15, 1962, the New York Times reported that the new ballpark in Flushing was about half done. The City still hoped for its completion by opening day of 1963. The Times referred to the new stadium as Municipal Stadium.

In the fall, the Titans enjoyed the improvements which the Mets had installed in the Polo Grounds. Unfortunately, the team ran out of money in mid-season and got through its schedule only with infusions of cash from the American football League. Harry Wisner was searching for a plan that would keep him in charge of the Titans when they moved into the new stadium next year.

Another development of the autumn was a movement to name the new ballpark Shea Stadium after Bill Shea, the spearhead of the Mayor's Baseball Committee. The City Council indeed did name the stadium after the energetic corporate lawyer.

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Over the winter, bad weather slowed construction of the new stadium. The City pushed the scheduled opening back to August 6, 1963. The Mets would have to begin their second season in the Polo Grounds.

Before the 1963 baseball season began, the New York Titans expired. After some last ditch legal maneuvers, Harry Wismer sold the team to a group of investors led by Sonny Werblin, a show-business impresario. The Werblin group purchased the team only after the City guaranteed that it would be welcome into Shea Stadium, which was expected to be ready before the start of the football season. Werblin changed the name of the team to the Jets, forging a line with their baseball co-tenants. Wismer had turned a shovel of dirt at the Shea groundbreaking, but Werblin would lead the AFL into the new park.

The Mets opened their season at the Polo Grounds while expecting to move to Shea in August. It would not be. On July 11, 1963, Parks Commissioner Newbold Morris announced that Shea Stadium would not be ready until 1964. Labor disputes, subcontractor failures, and the severe winter had delayed the work to that extent. The Mets would simply finish out the year at the Polo Grounds. On the same day as Morris' announcement, the Jets opened their first training camp at Peekskill, NY, an hour's drive up the Hudson River. A Jets official called the announcement "quite a shock and quite a disheartening thing." The Jets played their first season in the Polo Grounds before moving to Shea. Their final home game was on Saturday, December 14, when they lost to Buffalo by a score of 19-10 before a paid audience of 5,826 fans. On January 4, 1964, the New York Times reported that on the previous day, the Mets had moved all their office equipment and playing equipment out of the Polo Grounds. The Jets had moved out the week before, shortly after their final game. The Mets simultaneously opened a new ticket office at Shea Stadium, but the new stadium wasn't ready for full office or playing operations. The Mets sent their playing equipment down to Florida early for spring training, while a temporary office was set up at a hotel near Shea. The Times reported that sports were a thing of the past for the Polo grounds, as the housing Authority announced its plan to put the demolition contract out to bid in February. A low-rent housing project for 1,700 families was planned, although some Harlem civic groups insisted that more middle-income housing was needed. The Times also reported that the Coogan family was involved in a complicated legal action with the City over the value of the old ballpark and, therefore, over how much the City had to pay for taking the property. The Times failed to mention that the San Francisco Giants were also a party to that legal action.

Two days after the Times story, that complicated legal action came to trial. Justice Joseph A. Brust would preside over the trial, without a jury, in the Supreme Court in Manhattan. All sorts of real estate experts, construction people, sports executives, and government officials would testify about the value of this property. The court took testimony on eleven days between January 6 and January 29, 1964. When all the evidence was in, the Court reserved its decision, needing months to digest the rich diet of economic and engineering information set forth at the trial.

On April 10, 1964, the wrecking ball took its first swipe at the Polo Grounds. The wrecking crew wore Giants jerseys. Before the summer was over, the Polo Grounds was an empty lot, with a large housing project soon to follow.

On April 16, 1964, Shea Stadium was dedicated with a ceremony in Flushing Meadows. Bill Shea christened the new house by pouring onto the infield the contents of two champagne bottles. One contained water from the Gowanus Canal in Brooklyn, the other contained water from the Harlem River at the point at which it passed the Polo Grounds. The Mets opened the next day to an audience of 50,312 and lost 4-3 to the Pirates. The final price tag for the new stadium was \$25.5 million.

THE TRIAL

At the trial, the Coogans and the Giants wanted to show that the Polo Grounds property was worth a lot of money on September 7, 1961, the day on which the City had officially taken it over. The Coogans would get 100% of the value of the land and 15% of the value of the ballpark structure. The Giants would get 85% of the value of the ballpark structure. These percentages were established by the lease between the Coogans and the Giants.

The City, on the other hand, wanted to prove the lowest possible value of the property. One way was to prove that the ballpark structure was obsolete and actually lowered the value of the property because money would have to be spent on its demolition.

The Coogans presented two witnesses, a real estate appraiser and a structural engineer. The Giants presented four witnesses: a real estate appraiser, a structural engineer, team official Edgar Feeley, and Mets official Joseph DeGregorio. The City presented ten witnesses: a real estate appraiser, two engineers, and architect, two

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supervisors of the Polo Grounds operation, three employees of the New York City Housing Authority, and a Department of Public Works official in charge of water pollution.

THE PHYSICAL STRUCTURE OF THE POLO GROUNDS

A 1609 map and a 1874 map showed that the Polo Grounds lots were then under the Harlem River. The water table remained a relevant factor throughout the ballpark's life. A foundation consultant (hired by the City) described the lots as a filled area with ground water two to six feet below the surface. The marshy condition of the subsurface required the stadium builders to sink pilings upon which to build. Pilings down to bedrock would be needed to support four 30-story apartment buildings, as the City was planning to build. In addition, rain drained onto the Polo Grounds lots from Coogan's Bluff, the 115 foot cliff on the west border. In 1949, the Giants had spent \$128,000 to raise the playing field 4 1/2 feet, improve the drainage, and resod the field.

The original wooden Polo Grounds burned down in 1911. The Giants rebuilt the stands around the infield in 1912 and expanded the stadium to its familiar shape in 1922. The Giants installed lights in the 1940's. In the 1930's, the City ran a subway line beneath the parking lot, with a station right at the ballpark's doors on Eighth Avenue. An elevated subway station stopped at the stadium behind center field until about 1960. Around 1950, the City built a housing project directly north of the stadium.

A major problem with the Polo Grounds was the sewage system. The ballpark was not connected to any public sewer. The private Polo Grounds system discharged raw sewage directly into the Harlem River. This might have been acceptable in less environmentally concerned times, but the City grew very concerned about this after World War II. Although regulation prohibited this situation, the City did not assess fines. In 1955, the Giants discussed connecting the ball park system to the public sewer. When the City finally demolished the Polo Grounds, it still had not been connected.

Several expert witnesses testified that the stadium was in good shape and would last indefinitely with proper care. Some of those same experts also stated that given the sparse parking, no escalators, small restaurant facilities, and vision-obstructing pillars, the Polo Grounds was economically obsolete. The improvements made by the Mets made an old stadium usable, but they did not make an old stadium modern.

THE TESTIMONY OF EDGAR FEELEY

Edgar P. Feeley was treasurer and general counsel to the National Exhibition Company, the Giants' corporate identity. He testified on behalf of the Giants and, therefore, hoped to convince the Court that the Polo Grounds stadium was worth a lot of money.

Feeley described a letter which the Giants received in 1953 from Robert Moses, the City's Construction Coordinator. Moses held no elective office, but he possessed enormous political power which he wielded from a variety of appointive offices. He made a national reputation for himself by building bridges, highways, parks, housing projects, and two World's Fairs. To do so, he bulldozed numerous neighborhoods and ran roughshod over opponents. Moses used his vast power ruthlessly, as no elected official dared to act against him for fear of political retribution.

On November 6, 1953, Moses sent a letter to Horace Stoneham, owner of the Giants. Moses was not a baseball fan or an appreciator of spectator sports. The letter read as follows:

November 6, 1953

Mr. Horace C. Stoneham
President
National Exhibition Co.
100 West 42 Street
New York 36, N.Y.

Dear Mr. Stoneham:

The newspapers have carried numerous stories in the past year to the effect that various baseball clubs were considered transferring their franchises to other cities. While I have not read any announcement to that effect about the New York Giants, it seemed quite obvious from the attendance figures that the maintenance of a separate stadium must be a terrific drain on the ball club.

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You are familiar with the housing project which the City built just north of the Polo Grounds. The site, occupied by the Polo Grounds itself and the parking field adjacent thereto, being one of the last large open spaces in Manhattan, would make an excellent site for additional housing.

I have no direct knowledge about the matter, but it would seem to me that the owners of the New York Yankees would welcome the idea of having another club in a different league use their park as has been done successfully in other places. To an outsider, it would appear that it would certainly save money for both clubs.

I don't know how many years your lease has to go on the Coogan property or what other stumbling blocks there might be in the way of this proposal. I should like very much to know whether you have considered such a consolidation and whether you consider it feasible and desirable. Is there any possibility of such a consolidation becoming effective by the next baseball season?

Cordially, Robert Moses, Co-Ordinator.

Feeley stated that this letter started the Giants in the direction of leaving New York.

Afterwards, Stoneham and Feeley visited Moses in his office on Randalls Island, a small island located in the East River between Manhattan and the Bronx. Moses stated that he wanted to put public housing on the Polo Grounds site. When Moses suggested that the Giants move into Yankee Stadium, Stoneham told him that such doubling-up was not the custom in baseball.

Feeley also pointed to an incident which happened in 1955. The Giants had leased a small parking lot on the north side of 155th Street. The City condemned the small parking lot to put a school there. Feeley described this as another sign that the Giants were insecure in their Polo Grounds home.

Attendance at Giants games declined in the 1950's as the team dropped in the standings after 1954. In 1956, home attendance was 707,579; in 1957 it was 700,279. The Giants also lost the rental paid by the football Giants after 1955. The average annual rent paid by the football Giants for the 1951-55 period was \$53,480.

Feeley stated that the baseball Giants left New York primarily because they believed that the City was going to take the Polo Grounds; the meeting with Moses and the seizure of the parking lot on 155th Street were the source of this anxiety. Feeley said that Stoneham began serious consideration of leaving New York in 1956 or 1957. He also said that if the City had offered the Giants a municipal stadium, they would not have left.

Feeley's testimony conflicted with testimony he had given in a 1957 lawsuit in which a stockholder tried to block the move to San Francisco. He then attributed the move to inadequate parking and an antiquated stadium. In 1957, he did not mention the threat of condemnation as a reason for the move.

Feeley also presented several accounting documents which describe how the Polo Grounds was used after the baseball Giants left town. One exhibit listed the income which the Giants received from renting the ballpark during the period from 1958 through September 7, 1961, the date upon which the City took the property.

INCOME				
POLO GROUNDS EVENTS				
to 9/7				
	1958	1959	1960	1961
Pro Football	----	----	45,806.34	21,971.62
Boxing--Polo Grounds	----	----	35,000.00	----
Rental of Grounds	----	----	137.50	----
Parking Lot--Grass	9,014.00	21,045.45	49,010.00	38,455.50
Watchtower	60,000.00	----	----	----
Israel	7,500.00	----	----	----
Gaelic	7,500.00	----	----	----
Rodeo	4,500.00	----	----	----
Stock Cars	7,000.00	19,000.00	----	----
Brains & Brawn	3,332.00	----	----	----
MCA Artists	----	300.00	----	----
NAACP	----	7,500.00	----	----
-----	1,000.00	----	----	----
Soccer	----	----	63,879.26	61,543.80
Totals	98,846.00	48,845.45	193,833.10	121,970.92

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This table apparently includes all uses of the ballpark during the 1958-1961 period.

In 1958, the first event was on April 27, when the American committee for Israel held a celebration of the first ten years of Israel's modern existence. The rent for the evening was \$7,500. Other apparently one-day events were a Gaelic football game, a rodeo, and something called Brains & Brawn. The Watchtower paid a fee of \$60,000, which implies that the Jehovah's Witnesses held a rally there for about one week. Stock car racing brought in a rent of \$7,000, although the documents do not indicate whether a paved race track had been installed at this time.

In 1959, the biggest income-producer was the parking lot, which brought in over \$21,000. Stock car racing resulted in \$19,000 of rental income for the Giants, who were playing baseball far away in San Francisco. The NAACP paid a rent of \$7,500, apparently for a one-day rally. Two enigmatic entries are \$1,000 from the Newark Indians and \$300 from MCA artists.

In 1960, use of the Polo Grounds greatly increased. The parking lot brought in about \$49,000. The International Soccer League played in the Polo Grounds on Sundays throughout the summer. The ISL was a new league that year. The year before, Ebbets Field had regularly hosted international soccer games during the summer. With Ebbets Field now gone, soccer moved into the Polo Grounds, effectively chased stock car racing out, and paid almost \$64,000 in rent to the Giants. The Patterson- Johanssen fight in June was staged in the ballpark for a rental of \$35,000. In the fall, the Titans paid almost \$46,000 to play their inaugural American Football League season in the Polo Grounds.

The Giants had control of the Polo grounds in 1961 only until September 7. During that time, they received over \$61,000 from soccer, \$38,000 from the parking lot, and almost \$22,000 from the Titans for the first part of their season. After the City took the ballpark and promptly leased it to the Mets, the Titans stayed on as tenants of the Mets.

Another exhibit stated the Giants' expenses in running the Polo Grounds during the same 1958-1961 period.

EXPENSES				
POLO GROUNDS				
	1958	1959	1960	1961
Polo Grounds--				
Lease payments	74,000.00	74,000.00	74,000.00	1,432.61
Real Estate Taxes	58,183.15	59,107.75	59,294.70	40,648.75
Main. Corp. Expenses	52,203.69	54,299.64	64,943.40	43,893.11
Parking Lot Expenses	1,245.00	207.68	----	217.15
Light, Power & Water	13,590.75	14,920.20	20,591.32	14,259.20
Maint. & Repairs	8,697.78	2,855.40	39,880.81	4,348.02
Totals	207,920.37	205,390.67	258,710.23	154,798.84

The lease payments were \$74,000 annually, with the 1961 figure covering only eight and a fraction months. That annual payment by the Giants to the Coogan family was \$55,000 for the ground upon which the Polo Grounds was built and \$19,000 for the parking lot. The real estate taxes broke down to about \$43,000 for the ballpark and \$15,000 for the parking lot. The increase in utilities and maintenance costs in 1960 can probably be attributed to tearing out the asphalt track and restoring the field to usable condition for soccer and football.

A third exhibit summarized the income and expense totals for the 1958-1961 period.

SUMMARY OF INCOME AND EXPENSES					
POLO GROUNDS					
	1958	1959	1960	1961	TOTAL
Income	98,846.00	48,845.45	193,833.10	121,970.92	463,495.47
<u>Expenses</u>	<u>207,920.37</u>	<u>205,390.67</u>	<u>258,710.23</u>	<u>154,798.84</u>	<u>825,820.11</u>
Net Loss	109,074.37	156,545.22	64,877.13	32,827.92	363,324.64

According to the Giants records, as produced by Feeley, the Giants lost money every year on the old ballpark. It is unclear why they kept on with this losing proposition.

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Feeley had testified in 1958, after the Giants moved, that the Polo Grounds was antiquated. In 1964, testifying so as to make the ballpark seem as valuable as possible so as to increase the City's award to the team, Feeley called the Polo Grounds "antiquated" but "well kept up."

THE REAL ESTATE APPRAISERS

Each of the three parties to the case presented a real estate appraiser as an expert witness on the value of the Polo Grounds. As might be expected, each presented a conclusion which supported the arguments made by his client, who of course paid his fee.

The Coogan family was entitled to all the value of the ground itself and to 15% of the value of the stadium structure, as was set by the lease contract between the Coogans and the Giants. The Coogans presented the expert testimony of John J. McCormick. He testified that the entire property was worth \$5.2 million. He testified that the stadium structure itself was obsolete and a liability to the property. The best use for the property was an apartment building, he stated. McCormick broke his valuation down into \$5.2 million for the land and zero for the stadium. By his reasoning, the Coogans would receive \$5.2 million, the Giants nothing.

The Giants were entitled to 85% of the value of the stadium structure. They presented the expert testimony of Arthur J. McCann. He stated that the entire property was worth \$7,117,468. He divided that figure into \$3,950,000 for the land and \$3,167,468 for the stadium structure. He testified that the best use for the property in 1961 was to continue using it as a sports stadium. By his reasoning, the Coogans would receive over \$4,400,000, the Giants almost \$2,700,000.

The City wanted to show that the entire property had a relatively low value, because it had to pay that value for taking it in condemnation. The City presented the expert testimony of Sanders Kahn. He valued the entire property at \$2,050,000. He attributed \$1,975,000 of that to the land, pointing to its drainage problems and problematic location. He gave the stadium structure a nominal value of \$75,000, finding it obsolete. He adjusted his figures by subtracting \$335,000 for the cost of demolishing the stadium, then adding \$65,000 back into the total for salvage value. He stated that the best use of the property was as an industrial site or as a non-profit public housing project. By his reasoning, the City would have paid about \$1,700,000 for the property, all of it to the Coogans.

THE DECISION OF JUSTICE BRUST

Justice Brust waited ten months before issuing a decision. In November of 1964, the Polo Grounds had already been demolished. Justice Brust then ruled that the property was worth \$4,338,889, broken down into \$2,614,175 for land and \$1,724,714 for the stadium structure. He decided that the best use of the land at the time of taking in 1961 was as a stadium, the use to which it was actually being put. He found no evidence that apartment housing was the best use of the property. He valued the land at \$3.50 per square foot. He valued the stadium at its reconstruction cost of \$5,749,045, minus 70% for depreciation. He directed that the award be divided between the Coogans and the Giants according to their lease. By those terms, the Coogans would get \$2,872,882.10 and the Giants would get \$1,466,006.90.

THE DECISION OF THE APPELLATE DIVISION

Both the Coogans and the City appealed from Justice Brust's decision. The City was content with the value placed upon the land, but it claimed that the stadium itself had no worth except as scrap. The Coogans claimed that Justice Brust had undervalued the land, primarily because he erroneously found that it was not suitable for apartment housing. The Giants were happy with the value that had been placed on the stadium structure, so they did not appeal.

The Coogans and the City appealed to the Appellate Division of the New York Supreme Court. Cases from the Supreme Court, such as this one, are appealed to the Appellate Division. There are four Appellate Divisions in New York State, sitting in Manhattan, Brooklyn, Albany, and Rochester. Because Justice Brust sits in Manhattan, the appeal from his decision goes to the Appellate Division in Manhattan. That Court consists of about twelve judges who, by a secret selection system, consider cases in groups of four or five judges. The Appellate Division does not hear any new witnesses; it only reviews the records of the trial and decides whether that trial was somehow flawed.

The Polo Grounds case came before Justices Botein, Steuer, Rabin, and McNally. The appellate procedure is almost always slow, and the Appellate Division issued its decision in this case only in November of 1966. The

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Appellate Division split 3-1 both on the land value and on the stadium value. The Court affirmed Justice Brust's finding that the land had a market value of \$2,614,175 when the City took it in 1961. The Court rejected the Coogans' argument that the land was worth more because it was suitable for middle-income housing. The Court relied heavily upon the nature of the soil, stating:

The Polo Grounds is composed of land captured from the Harlem River. The earth covering is light. In most places, excavation will strike water at six feet, and in some places at two feet. There was evidence that in the course of years the playing field sank to an extent where it was found necessary to raise it some four and a half feet. Even a structure as substantially spread out as this stadium has settled to a noticeable degree. Portions of the plot are subject to flooding when weather conditions cause a rise in the river. It is obvious that no substantial percentage of the plot will sustain multistory buildings without extensive use of pilings.

The Court's decision preserved the City's triumph regarding the land value.

As to the value of the stadium structure, the Appellate Division reduced Justice Brust's finding to \$1,724,714 down to \$175,000. This massive reduction was a triumph for the City and a major defeat for the Giants. The Appellate Division found that the Polo grounds was no longer a viable sports stadium. It noted the stadium's age, its lack of parking, and its illegal sewage disposal system. The Court addressed the sparse use of the Polo Grounds from 1958 to 1961, stating:

But it is in the area of economic depreciation that the stadium really suffers. It was fairly established that the economic significance of a stadium of this kind is inextricably linked with its occupancy by a major league baseball team. It was constructed to house just that activity and without it could not possibly support its maintenance charges. Efforts to support a contrary conclusion had no substantial evidentiary support. And it is most persuasive that when this claimant moved its franchise to San Francisco, with an appreciable term of its lease remaining, it made practically no effort to lease the stadium for the occasional other activities that were used to supplement income, and which it is claimed prove economic value.

The three-judge majority placed only a nominal value on the stadium structure as of 1961.

Justice Rabin dissented as to the value of the stadium structure. He thought that Justice Brust had correctly valued the stadium at \$1,724,714. He relied heavily on the City's leasing the stadium to the Mets for two years after taking it over. His view, however, was not shared by his three colleagues.

THE DECISION OF THE COURT OF APPEALS

The highest court of the State of New York is the New York Court of Appeals. It sits in Albany and consists of seven judges, all of whom participate in every case that comes before the Court. In 1967, the Court of Appeals consisted of Chief Judge Fuld and Judges Van Voorhis, Burke, Bergan, Breitel, Scileppi, and Keating.

The Polo Grounds case was brought before the Court of Appeals, which issued a decision in November of 1967. The Court of Appeals found that Justice Brust and the Appellate Division had ample evidence upon which to base their findings that the land was worth \$2,614,175. The Court of Appeals therefore affirmed that award, although two judges dissented and wanted to send the case back to Justice Brust to hear more evidence on land values in Manhattan.

As to the value of the stadium structure, the court of Appeals reversed the Appellate Division and reinstated Justice Brust's finding of \$1,724,714. Five judges found that the stadium in 1961 still had a useful life as a stadium, that the Giants had indeed subletted it as a stadium, and that the City used it as a stadium after taking it by leasing it to the Mets for two years. Although the Polo Grounds was obsolete, it nevertheless was still a functioning stadium when the City took it. The City then should pay \$1,724,714 for it, not the nominal \$175,000 which the Appellate Division had found appropriate for a ballpark at the end of its useful life. Two judges dissented: one judge thought the Appellate Division correct in its small valuation, while another judge wanted to send the case back to Justice Brust for further hearings on the usefulness of the Polo Grounds as a stadium in 1961.

So ended the Polo Grounds case. When the Court of Appeals gave its final word, the ballpark itself had been demolished for three years, a public housing project was in its place, and the Mets had completed four seasons in Shea Stadium. The City paid \$2,872,882 to the Coogans and \$1,466,006.90 to the San Francisco Giants. The Mets, spiritual heirs to New York's National League tradition, were two years from their first World Series Triumph.

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The Jets, who played the last event in the Polo Grounds, were one year away from a Super Bowl victory. The new order succeeded the old.