reachable under the Commerce Clause.[682] The Court also held that neither insurance transactions carried on across state lines[683] nor exhibitions of baseball between professional teams that travel from state to state were in commerce.[684] Similarly, it held that the Commerce Clause was applicable neither to the making of contracts for the insertion of advertisements in periodicals in another state[685] nor to the making of contracts for personal services to be rendered in another state.[686]

Later decisions have either overturned or undermined all of these holdings. Now, for instance, gathering of news by a press association and transmitting it to client newspapers have been found to be interstate commerce.[687] The activities of Group Health Association, Inc., which serves only its own members, are "trade," and capable of becoming interstate commerce;[688] and the business of insurance when transacted between an insurer and an insured in a different state is interstate commerce.[689] But most important of all was the development of, or more accurately the return to,[690] the

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[682] Kidd v. Pearson, 128 U.S. 1 (1888); Oliver Iron Co. v. Lord, 262 U.S. 172 (1923); United States v. E. C. Knight Co., 156 U.S. 1 (1895); *see also* Carter v. Carter Coal Co., 298 U.S. 238 (1936).

[683] Paul v. Virginia, 75 U.S. (8 Wall.) 168 (1869); *see also* the cases to this effect cited in United States v. South-Eastern Underwriters Ass'n, 322 U.S. 533, 543–545, 567–568, 578 (1944).

[684] Federal Baseball League v. National League of Professional Baseball Clubs, 259 U.S. 200 (1922). When called on to reconsider its decision, the Court declined, noting that Congress had not seen fit to bring the business under the antitrust laws by legislation having prospective effect and that the business had developed under the understanding that it was not subject to these laws, a reversal of which would have retroactive effect. Toolson v. New York Yankees, 346 U.S. 356 (1953). In Flood v. Kuhn, 407 U.S. 258 (1972), the Court recognized these decisions as aberrations, but it thought the doctrine entitled to the benefits of *stare decisis*, as Congress was free to change it at any time. The same considerations not being present, the Court has held that businesses conducted on a multistate basis, but built around local exhibitions, are in commerce and subject to, *inter alia*, the antitrust laws, in the instance of professional football, Radovich v. National Football League, 352 U.S. 445 (1957), professional boxing, United States v. International Boxing Club, 348 U.S. 236 (1955), and legitimate theatrical productions. United States v. Shubert, 348 U.S. 222 (1955).

[685] Blumenstock Bros. v. Curtis Pub. Co., 252 U.S. 436 (1920).

[686] Williams v. Fears, 179 U.S. 270 (1900). *See also* Diamond Glue Co. v. United States Glue Co., 187 U.S. 611 (1903); Browning v. City of Waycross, 233 U.S. 16 (1914); General Railway Signal Co. v. Virginia, 246 U.S. 500 (1918). *But see* York Manufacturing Co. v. Colley, 247 U.S. 21 (1918).

[687] Associated Press v. United States, 326 U.S. 1 (1945).

[688] American Medical Ass'n v. United States, 317 U.S. 519 (1943). *Cf.* United States v. Oregon Medical Society, 343 U.S. 326 (1952).

[689] United States v. South-Eastern Underwriters Ass'n, 322 U.S. 533 (1944).

[690] "It has been truly said, that commerce, as the word is used in the constitution, is a unit, every part of which is indicated by the term." Gibbons v. Ogden, 22 U.S. (9 Wheat.) 1, 194 (1824). *See also* id. at 195–196.