

Opinion of the Court.

PICK MANUFACTURING CO. v. GENERAL
MOTORS CORP. ET AL.

CERTIORARI TO THE CIRCUIT COURT OF APPEALS FOR THE
SEVENTH CIRCUIT.

No. 12. Argued October 13, 14, 1936.—Decided October 26, 1936.

1. A form of contract by which dealers in automobiles agree with the manufacturers that they will not sell, offer for sale, or use in the repair of the vehicles, second hand or used parts or parts not manufactured or authorized by the manufacturer, is not violative of the Clayton Act if its effect has not been in any way substantially to lessen competition or to create a monopoly in any line of commerce. P. 4.
 2. Findings concurred in by the District Court and Circuit Court of Appeals are accepted by this Court unless clear error is shown. P. 4.
- 80 F. (2d) 641, affirmed.

Mr. Carl B. Rix for petitioner.

Mr. John M. Zane, with whom *Messrs. Franklin D. Trueblood, Thomas Francis Howe, and Henry S. Rademacher* were on the brief, for respondents.

PER CURIAM.

By this suit petitioner challenged the validity under § 3 of the Clayton Act (38 Stat. 730, 731, 15 U. S. C. 14) of a provision of the contracts made with dealers by selling organizations of the General Motors Corporation. The provision in the contract between the Chevrolet Motor Company and dealers is as follows:

"Dealer agrees that he will not sell, offer for sale, or use in the repair of Chevrolet motor vehicles and chassis second-hand or used parts or any part or parts not manufactured by or authorized by the Chevrolet Motor Company. It is agreed that Dealer is not granted any

exclusive selling rights in genuine new Chevrolet parts or accessories.”

There is a similar provision in contracts made by the Buick company.

The District Court dismissed the bill of complaint for want of equity and its decree was affirmed by the Circuit Court of Appeals. 80 F. (2d) 641. Upon the evidence adduced at the trial the District Court found that the effect of the clause had not been in any way substantially to lessen competition or to create a monopoly in any line of commerce. This finding was sustained by the Circuit Court of Appeals. *Id.*, p. 644.

Under the established rule, this Court accepts the findings in which two courts concur unless clear error is shown. *Stuart v. Hayden*, 169 U. S. 1, 14; *Texas & Pacific Ry. Co. v. Railroad Commission*, 232 U. S. 338; *Texas & N. O. R. Co. v. Railway Clerks*, 281 U. S. 548, 558; *United States v. Commercial Credit Co.*, 286 U. S. 63, 67; *Continental Bank v. Chicago, Rock Island & Pacific Ry. Co.*, 294 U. S. 648, 678. Applying this rule, the decree is

Affirmed.

MR. JUSTICE VAN DEVANTER, MR. JUSTICE STONE and MR. JUSTICE ROBERTS took no part in the consideration and decision of this cause.