

MINUTE of MEETING of the "CONDITIONS"
sub-COMMITTEE of the SCOTTISH POTATO
TRADE ASSOCIATION held at 8, Kinnoull
Street, PERTH at 2p.m. on Friday,
18th MAY, 1979

PRESENT: Messrs. A. D. Williamson, G. Brass and R. David Hunter, with D. Blackmore (Assistant Secretary) in attendance.

APOLOGIES: Mr. Blackmore intimated an apology on behalf of Mr. J. Henderson

Mr. Hunter explained that since the sub-Committee's very detailed examination at its previous Meeting on 9th February, 1979 of draft Conditions of Sale prepared by NASPM, six amendments had been referred back by NASPM Council to its Legal Committee. Copies of the duly amended draft, now in printer's proof form, were now to hand and had been circulated to this sub-Committee's members. Mr. Williamson confirmed that copies had also been circulated to all NASPM members. While the amendments themselves were very short it was agreed they should not be considered separately but in context as part of a complete reconsideration of the whole text.

Before proceeding, however, both the short and long term aspects of progress to date were discussed. A letter from the N.A.S.P.M. President (Mr. C. Baker) was also discussed. Reference therein to Legal costs (understood to exceed £2,000) was viewed against the absence of an invitation to the SPTA to participate and a financial contribution was agreed to be inappropriate. It was felt that the envisaged introduction of the revised Conditions in July 1979 would be difficult but would present no worry if confined to within-England trade.

It was foreseen that should a Scottish member of NASPM buy in Scotland under the revised Conditions of Purchase and sell on within Scotland under existing SPTA Conditions of Sale, that member would be particularly vulnerable. As a short-term remedy it was unanimously agreed that SPTA members should be advised not to use the revised Conditions of Sale in within-Scotland trade and to seek the same recommendation from NASPM for their Scottish members. It was also agreed the S.P.T.A. should aim at introducing its own revised Conditions about February, 1980 for application to the 1980-81 Crop.

Turning to a close paragraph-by-paragraph study of the printer's proof the sub-Committee welcome the addition of (3) to Para. 2 ("Quotations are given subject to the goods being unsold on receipt of order"). Noting that Para. 3 remained unchanged it was agreed that addition of "Basic" to the heading of Para. 4 was inappropriate at this stage. Paras. 5, 6 and 7 also being unchanged, attention next focussed on Para. 8 - Delivery.

It was agreed that amendment of (2) thereof from "not less than two weeks before the commencement" to "not less than three weeks before the end" of the specified period was an improvement. It was also agreed that (5) (a) still vitally requires the actual meaning, intention and interpretation of "qualified signature" to be made entirely unambiguous.

Para. 9 (a) - "to the Buyer's premises"-was felt to be too restrictive and thought should be given to enlarging it to include the detailed definition forming part of Clause 6 of the present SPTA Conditions of Sale. It was agreed that Para. 9 (2) be accepted as it is, without change. Para. 10 remained unchanged from its previously accepted wording.

Para. 11- Patent Defects - was very fully considered. As with Para. 9, it was agreed that "destination" required to be clarified and fully defined. It was also felt that in its present form a contradiction arises in respect of the 10-day complaints period. It was felt that the 10-day provisions would be better included under Para. 12, without providing a completely acceptable solution. Some thought was given to dealing with skinspot, gangrene and dry rot under a separate paragraph altogether/

altogether but no agreement was reached. It was agreed, however, that incorporation of the present SPTA "mitigation of loss" condition should be insisted upon.

Para. 12 - Latent Defects - (again required definition of "destination") was agreed to be explanatory for "reasonableness", spelling out the risks involved and that those risks belong entirely to the buyer. Consideration was also given to whether insurance cover is available. Mr. Williamson felt certain the whole paragraph refers to daughter-crop results.

Para. 13, unaltered from the earlier draft, was again accepted. Para. 14 having been corrected at (2) to Condition (14) (1) instead of (4) (1) was also now accepted. Para. 15 was again accepted subject to omission of the words "at any time". To avoid any ambiguity at all it was proposed this Paragraph should be changed to read "The Seller reserves the right at all times to require payment before or after delivery"

Para. 16. The sub-Committee felt the word "Council" could be misunderstood and while preferring the term "local authority" felt efforts should be made to retain the present SPTA version. Paras. 17 and 18 were confirmed to require amendment for SPTA use in due course, Mr. Hunter adding that, while not essential, it could be advantageous for both Associations to adopt common Arbitration Rules.

In conclusion it was agreed that the main points above be conveyed to the NASPM Secretariat and copied to Mr. Baker with a suitable reply to his letter, Mr. Blackmore being instructed accordingly as also to circularise immediately to the sub-Committee any communication received from NASPM following their meeting with the National Farmers Union.

Thereupon the meeting was concluded.