

MINUTE of MEETING of the "CONDITIONS"  
sub-COMMITTEE of the SCOTTISH POTATO  
TRADE ASSOCIATION held at the Station  
Hotel, Perth at 11.30a.m. on Thursday,  
26th JULY, 1979

PRESENT:

Messrs. J.H. Barr, J. George, J. Henderson and A.D. Williamson with R. David Hunter (Secretary) and D. Blackmore (Assistant) in attendance.

APOLOGY:

The Secretary intimated an apology on behalf of Mr. G. Brass.

Having pre-circulated copies of mainly undetailed observations from the Potato Marketing Board and from the (English) National Farmers Union on the printer's proof of NASPM's proposed revised Conditions of Sale, the Secretary initiated a clause by clause comparison of all three sources with the sub-Committee's own views.

Clause 1 was acceptable to all parties, without comment.

Clause 2. N.F.U. use of "threat" was not acceptable and opposed views of all other parties. The sub-Committee agreed the clause be retained without alteration.

Clause 3. The sub-Committee regarded the N.F.U. view of this clause as irrelevant, as observational only and required no change to be made.

Clause 4. The P.M.B. comment was noted and, apart from the sub-Committee's earlier-suggested slight change in wording, retention of this clause was agreed to be essential. The Secretary pointed out that the correctness of U.K. Inspections was now statutory and the trade rightly based its whole position on this fact.

Clause 5. It was agreed to retain this clause without change. The N.F.U. suggestion (to assimilate it with clause 13) was felt to be inappropriate.

Clause 6. The N.F.U. observation led to a full discussion of usance of the trade, adverse weather at either end, time lags and the question of who determines uplifting date. It was agreed this clause affords a very necessary protection from the (usually) small, dilatory buyer but, to ensure "reasonableness", five working days could be conceded (in place of the proposed three days).

Clause 7. It was agreed this clause required no change.

Clause 8. (i) (ii) and (iii) being already discussed as requiring a clear definition of "delivery" were confirmed. N.F.U. comment on limitation of a buyer's wait for adverse weather was felt to be irrelevant but their point that the buyer should have right to delay for adverse weather at his end was valid. The P.M.B. comments were likewise accepted as further evidence of a widespread need to improve the clarity of this clause.

The Secretary repeated that (v) also required clarification of "qualified signature" and "receipt", (particularly as to who and whether for number of bags, weight of load, or individual bags) as well as provision for consignments onward-routed by a buyer. The sub-Committee confirmed these views.

Clause 9. The sub-Committee disagreed with the N.F.U. observation and agreed with the Secretary's view that the present SPTA description of all forms of transportation should be restored within this clause. The need to define the point at which failure to take delivery occurs, as well as whether passing of property occurs before actual payment, was also confirmed.

Clause 10 /

Clause 10. The sub-Committee agreed this clause must be retained. The N.F.U. comment, essentially a repetition of their clause 4 observation, was rejected, it being regretted that the major part of comment from this source lacked any constructive value, seemingly more intent on ensuring successful claims by buyers against merchants than in avoiding claims altogether.

Clauses 11 - 14. Again, N.F.U. comment was agreed to add nothing and, being destructive, was rejected. The P.M.B. point on insurance (12) and (14) was felt to be valid but not a seller's responsibility. Discussion could perhaps take place albeit any alteration could expose a seller to undefinable and unforeseeable risks beyond his own control.

The sub-Committee confirmed its view that, dependant upon the definition of "latent" disease, it would prefer to introduce a separate clause specifically in respect of Skinspot, Gangrene and Dry Rot. It was also confirmed that (11) should define "destination" and also incorporate restoration of (present SPTA) "mitigation of loss" provisions.

Clause 15. It was noted that the P.M.B. observation supported the sub-Committee's view that re-arrangement of the wording would improve this clause and this course was confirmed.

Clause 16. Both N.F.U. and P.M.B. observations made the point that the "FORCE MAJEURE" provisions ought to be reciprocal. The sub-Committee agreed this was a very reasonable and acceptable proposal. It was confirmed that either "Council" should be defined or (preferably) present SPTA terminology should be restored.

Clause 17. This clause was confirmed to require revision for use in a Scottish context.

Clause 18. The sub-Committee confirmed that the possibility of adoption of common NASPM/SPTA Rules of Arbitration could be usefully discussed.

Finally the Secretary explained his anxiety in respect of practical merchant representation of SPTA at the meeting arranged to take place in Manchester on Wednesday, 1st August, 1979. While he was very happy to attend and would speak on legal matters, Messrs. Barr, Brass and Henderson would all be on holiday and Messrs. George and Williamson had both indicated heavy work programmes. Although Mr. Brass had indicated his intention to break his holiday to attend, confirmation of the arrangements had arrived after he had started his holiday. In these circumstances Mr. Williamson agreed to do his utmost to attend.

The meeting thereupon concluded.