

MINUTE of MEETING of the "CONDITIONS"  
sub-COMMITTEE of the SCOTTISH POTATO TRADE  
ASSOCIATION held at 8, Kinnoull Street,  
PERTH at 3.30 p.m. on Thursday, 6th MARCH,  
1980.

PRESENT: Messrs. G. Brass, J. George, R.D. Hunter and D.H. Lindsay, with  
D. Blackmore (Assistant Secretary) in attendance.

APOLOGIES: Mr. Blackmore intimated an apology for absence received from Mr. J. Henderson

DISCUSSION: Mr. Hunter opened the meeting by recording that, following N.A.S.P.M.'s  
finalisation of its revised Conditions of Sale without the (hoped for) English  
N.F.U.'s "Seal of Approval" thereto, the sub-Committee's responsibility now fell  
into the following three clearly defined areas:-

- (a) formulation of a Scottish version of those (N.A.S.P.M) "Conditions of Sale"  
(to which the sub-Committee had already contributed much very careful  
consideration, useful expertise and resulting valuable influence);
- (b) formulation (in consultation with N.F.U.S.) of a revised version of the  
Association's "Conditions of Purchase" and
- (c) providing guidance for Association Members engaged in the export trade on  
special "Conditions" and the standards applicable thereto, (as instructed  
by Council, during its most recent meeting on 22nd February, 1980),

the sub-Committee's recommendations within each of these three areas being open  
to further consideration (and subject to ratification) by Council.

In respect of the first of these responsibilities, Mr. Hunter tabled copies  
of a draft "Conditions of Sale" which he had now prepared for consideration by  
today's meeting. He explained this comprised a copy of the previously agreed  
N.A.S.P.M "Conditions of Sale", suitably amended (in comparatively less extensive  
respects) to conform to Scottish requirements. On a page-by-page basis, the  
discussions proceeded as follows:-

Page 1. - Heading - Amended and to include the addition (to the existing  
S.P.T.A. "Conditions of Sale") of "for seed potatoes" was agreed.

The (previously agreed) rest of page 1. remained unchanged and was  
agreed.

Page 2. - 5. Title Mr. Hunter explained the revision shown took account of  
legislation enacted in December 1979 but which, in fact, did not change  
the provisions of the particular Section already existing.

7. Tolerances (including correction of a typographical error), Mr.  
Hunter had added a sentence to the Note thereto to give effect to  
Council's wish to try to guard against dressing malpractices.  
Following a full discussion the Committee agreed, subject to Council's  
review, to delete the added sentence.

Page 3. - (2) In reply to Mr. George the Committee agreed that failure to  
comply with this Clause would breach the Contract. It was felt this  
could lead to trouble in the South but, being N.A.S.P.M-framed and to  
Scottish advantage, it was agreed this Clause be retained unchanged.

(3) repunctuated to improve clarity, the wording being retained in  
deference to the lengthy joint discussion from which it arose.

(6) added punctuation agreed. The Committee discussed the definition  
of "destination" very fully indeed. Mr. Lindsay felt N.A.S.P.M's  
definition was woolly, Mr. Brass felt it to be important to prevent  
a buyer falling back on the definition in the "Passing of Risk" Clause  
and Mr. Hunter stressed the vital importance of achieving a clear-cut  
and water-tight definition. He also reminded the Committee that in the  
joint discussions N.A.S.P.M had accepted that Scottish and Northern  
Ireland versions of the revised Conditions of Sale would diverge from  
N.A.S.P.M's definition.

The Committee's preference for inclusion of the Association's existing definition, and to preserve separation of road and rail consignments, was agreed. After further deliberation the following wording was adopted for consideration by Council:-

"For the purposes of these Conditions, when the Seed Potatoes are conveyed by road transport the "destination" shall be the premises to which the seed potatoes are consigned; when the seed potatoes are conveyed by rail transport the "destination" shall be the destination station of the wagon in which the seed potatoes are despatched; when the seed potatoes are conveyed "Home" by rail throughout, the "destination" shall be the first destination of the rail transporter conveying the seed potatoes from the destination station."

The Committee agreed the definition of "a working day" required no alteration.

Page. 4 - The Committee also agreed that no alteration is required to either  
Page. 5 of these pages.

Page. 6 - Mr. Hunter explained this page had required extensive change and had been retyped for the sake of clarity.

15. Payment - amended to include a specific rate of interest, as instructed by Council. After discussion, It was agreed to recommend the rate be stated as "one and a half times Minimum Lending Rate."

17. Construction - comprised the necessary substitution of the entire Clause 8 of the Association's existing (Scottish) Conditions of Sale.

18. Disputes - similarly comprised substitution of the entire Clause 7 of the Association's existing Conditions of Sale. Following discussion the Committee agreed that the third paragraph thereof appeared unnecessary and should be deleted. Mr. Hunter also undertook to ascertain if it would be competent for the Conditions to require Arbitrations to be binding, before the Committee could discuss whether such a requirement should be incorporated.

Copyright.- It was agreed not to incorporate reference to N.A.S.P.M.

The Meeting was then concluded.