

MINUTE of MEETING of the "CONDITIONS"
sub-COMMITTEE of the SCOTTISH POTATO
TRADE ASSOCIATION held at 8, Kinnoull
Street, PERTH at 4 p.m. on Friday,
11th APRIL, 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 on behalf of
Mr. J. Henderson.

DISCUSSION: Mr. Hunter opened the Meeting by explaining that the second
draft Scottish Version of the revised Conditions of Sale (a copy
of which had been pre-circulated to each sub-Committee Member)
embodied the amendments agreed during the last Meeting. Mr. Blackmore
explained a pencilled aide memoire re "Touting" had not been erased
before copying occurred, in which connection he tabled copies of a
grower's printed slip found enclosed in bags sold to an Association
Member. In brief discussion, Mr. Brass pointed out this matter
should be dealt with when revising Conditions of Purchase and it was
deferred.

The Committee gave careful consideration to the (now revised)
wording of Condition 8 DELIVERY (6), on page 3. Mr. Hunter explained
this was a slightly shortened repetition of the definition used in
the Association's existing Conditions (Mr. Blackmore apologising that
his Minute of the last Meeting had included some mis-quoting of the
wording of this amendment). For the sake of improved clarity it
was agreed to place a full stop after "consigned" (line 3) and to
alter "and" to "or" (in line 5). It was also agreed not to adopt
DAFS' recommended use of "classified" and "class" in place of "certified"
and "grade" throughout the revised Conditions, thus maintaining closer
identity with NASPM's version.

Consideration was next given to the now-revised form of Condition
15 PAYMENT (on page 5). Wording of the rate of interest to be charged
was agreed. There was some discussion of when Accounts become overdue,
it being agreed this is usually defined in the Invoice itself. There
was prolonged discussion of "payment before delivery" which included
consideration of the omission of "at any time" but, since NASPM had
(somewhat surprisingly) proposed this wording and it favored the seller,
it was agreed no change be made. It was noted, however, that this
point of view should be reconsidered when revising the Conditions of
Purchase.

Mr. Hunter explained that Condition 17 CONSTRUCTION (on page 6)
simply repeated Clause 8 of the Association's existing Conditions of
Sale, essentially retaining the most important provision for regulation
by the Law of Scotland. Similarly, Condition 18 DISPUTES (on page 6)
retained Clause 7 of the Association's existing Conditions. As agreed
a former proposed second paragraph under (b) had now been discarded.
Having also confirmed that it is legally competent to require
Arbitrations to be binding, the first sentence of the final paragraph
now incorporated this provision.

Mr. George felt that Conditions 17 and 18 now appeared to
contradict each other in respect of Arbitration Awards, the former
stating legal proceedings in this respect are to be regulated by the
law of Scotland, the later stating Awards are binding and (by
implication) precluding any legal proceedings. Mr. Hunter explained
the Clause 17 specifically defined "enforcement" of any Award to be
regulated by Scottish Law. Clause 18 required the Award itself to
be binding without any right of appeal to law on the correctness of
that award. Mr. Hunter felt there was no inconsistency. There was
prolonged discussion of these views before it was agreed they would
be put to Council during discussions following submission of the
recommended revised Conditions of Sale to Council for approval on

on 17th April, 1980.

The sub-Committee instructed that a copy of the now recommended Conditions of Sale be sent to each Member of Council, with a copy of this Minute, urgently for consideration prior to 17th April. Once approved and adopted by Council, printing will be instructed and a printed copy of the new Conditions of Sale will be sent to each Association Member. A copy will also be sent to NFUS for information preparatory to revision of Conditions of Purchase to be agreed with that body.

The sub-Committee also considered formulation of guidelines for Association Members involved in domestic buying and selling of stocks destined for export overseas. It was felt that formulation of separate Conditions of Sale and Conditions of Purchase for such trade would involve a great deal of further work but, bearing in mind that exports currently already absorbed 20% of the total crop and could reasonably be expected to increase considerably in future years, the need for separate special Conditions was quite clear. It was also recognised that such a task would benefit from the introduction of the maximum possible active export-trade expertise into the sub-Committee. It was agreed to seek Council's agreement to amend the sub-Committee's remit and Council's authority to augment representation on the sub-Committee.

The Meeting was thereupon concluded.