

REPORT on a MEETING of the
"CONDITIONS" Sub-COMMITTEE of the
SCOTTISH POTATO TRADE ASSOCIATION
held in the Station Hotel, PERTH at
11 a.m. on Friday, 10th JULY, 1981

PRESENT: Messrs. J.R. McArthur, J. Henderson, R. David Hunter and
R.G. Ramsay, with Mr. D. Blackmore (Assistant Secretary) in attendance.

APOLOGIES: Mr. Blackmore intimated apologies for absence on behalf of
Mr. K.A. McKenzie and Messrs. D. Hendry Lindsay and J.G.H. Fenton
(both ex officio Members).

REVISION OF
CONDITIONS
OF PURCHASE:

The Meeting considered precirculated copies of the Association's revised Conditions of Sale amended where necessary to form the basis of a revision of the Association's Conditions of Purchase. It was agreed to be most important to complete this revision with all speed, to end presently existing differences between revised Sale and unrevised Purchase Conditions. Mr. Hunter apologised for extreme delay in this start to revision of the latter adding that, while it is important to keep the two sets of Conditions as nearly the same as possible, the Trade would not necessarily be happy to buy under precisely the same Conditions as it sold potatoes. After discussion it was felt that while the revised Conditions of Purchase will require to be agreed with N.F.U.S., agreement with S.S.P.A. and/or the new Development Council will not be necessary or sought. It was then decided to proceed on with paragraph by paragraph consideration of the amended proposals, Mr. McArthur also to speak to points put forward to him by Mr. McKenzie.

1. PARTIES - It was agreed "Sale" in line 1 should be altered to "Purchase"; other amendments were agreed
2. BASIS - Amendments accepted. It was agreed to delete sub-para. (3).
3. CONSUMERS - It was agreed to insert "or potato merchant" between the words "grower" and "would" in the parentheses at end sub-para. (1).
4. BASIC - sub-para. (1) line 6 alter "sales" to "purchase" and after "Seller" insert "shall be held" expressly "to warrant" that After discussion Mr. Hunter agreed to give his full legal consideration to the addition of "Notwithstanding the foregoing, the Seller shall be responsible for any varietal admixture of seed that may occur." to the end of this sub-paragraph.

sub-para. (2) line 1 - alter "sold" and "sale" to "purchased" and "purchase" respectively.
5. TITLE - Agreed remain unchanged.
6. PROTECTION -do-
7. TOLERANCES - insert "also" between "shall" and "be" in the parentheses
It was agreed the N.B. paragraph remain unchanged (i.e. omit inserted underlining).

The Meeting gave careful consideration to chemical treatments and it was agreed that Condition 7 should be extended by inclusion of "The Seller must advise the Buyer of any chemical treatment which he has applied or which he intends to apply to the crop after harvest"

8. DELIVERY - it was agreed to amend sub-para. (1) line 4 to read 'stand as a separate Contract and the Buyer's failure to accept any instalment'. It was also agreed to delete sub-para. (2) and to re-number subsequent sub-paras. (2) and (3) (without textual changes), (4)(i)(a) delete "acknowledges in writing" and substitute "advises the/

the seller" in its place. The rest of (re-numbered) sub-para.(4) and the whole of (re-numbered) sub-para. (5) were agreed without change.

9. PASSING - The Meeting agreed to insert after "The" and before "risk", at the beginning of sub-para. (1), the words "property in the seed potatoes and the" and in sub-para (1)(b) to insert "(i)" and "(ii)" before "by" and "transport" respectively, with the words "or the Seller as the Buyer's agent" placed in parentheses followed by a semi-colon; deleting the word "or" and the whole of sub-para. (1) (c), but retaining the concluding words "and in any event whichever is the earlier." It was further agreed to delete the whole of sub-para. (2). Mr. McArthur expressed the view that the whole of Condition 9 requires to be looked at again in a different light.

10. GERMINATION - The meeting discussed an addition to this Condition to incorporate a former wording "except where such failures can be shown to have been caused by the negligence of the Seller". This was felt to be more appropriate to Condition 8 (see above) and so far as it also bears upon Condition 12 - Latent Defects - it was decided to give further consideration to whether, in addition, to amend Condition 10 itself which, in turn, would require the words "EXCEPT AS SPECIFIED IN CONDITION 10 HEREOF" to be inserted before "IT IS SPECIALLY PROVIDED," at the end of Condition 12.

Under pressure of time the meeting then concluded, having agreed to resume its discussions either immediately following Council's meeting this afternoon or at a further meeting of this sub-Committee to be arranged as early as possible thereafter.