

MINUTE of MEETING of the  
CONDITIONS SUB-COMMITTEE of THE  
SCOTTISH POTATO TRADE  
ASSOCIATION held in the ICE  
RINK, GLOVER STREET, PERTH at  
11.00 a.m. on TUESDAY, 21st  
JANUARY, 1997.

PRESENT: Messrs. A.B. Pullar, A.M. Beattie, D. Harley, J.B. Hollywood, K.A. McKenzie and J.O. Robertson, along with Mr. R.D. Hunter, the Secretary.

CHAIRMAN: The Association President, Mr. A.B. Pullar, occupied the Chair.

APOLOGIES: Apologies for absence were intimated on behalf of Messrs. J.M. Marshall and J.M. Swinton.

- (1) CONDITIONS OF PURCHASE: The Secretary explained that when the value of seed is high (as it was in respect of the 1996 growing crop) the existing wording of Condition 14 (Compensation and Damages) of the Conditions of Purchase could result in it being to the financial benefit of a seller to go into breach of contract by failing to deliver the seed and to sell it elsewhere. The Secretary was instructed to draft an additional Clause 14(3) stating that the existing Clauses 14(1) and (2) would not apply in the event of a seller "failing to deliver" the seed.

It was noted that the proposed revision to said Clause 14 would require to be intimated to the National Farmers' Union of Scotland. It was not anticipated that the Farmers' Union would object to the proposed alteration.

- (2) NEW ARBITRATION RULES: The Secretary pointed out that when the new Joint Arbitration Rules adopted by this Association and the NASPM are introduced alterations to the Association's Conditions of Sale and Conditions of Purchase will be necessary. The Secretary was instructed to draft the appropriate Clause for both sets of Conditions stating that all disputes arising out of the contract shall be settled by Arbitration in accordance with said Arbitration Rules in force at the date of the contract being concluded. The Clause is also to state that all parties to a contract whether Members of either Association or not shall by their respectively accepting the contract be deemed to have full knowledge of said Rules and to have agreed to be bound thereby. The Clause is also to state that a copy of the Arbitration Rules is available on request from the Secretary of either Association.

The Secretary reported that the wording of the Arbitration Rules and Schedule of Costs had been agreed with the NASPM but that minor amendments were still outstanding to the relevant Guidance Notes. The Secretary reported that he had received a letter from Mr. Kevin Burke of the NASPM enquiring when this Association were proposing that the new Arbitration Rules

should be introduced. It was agreed to recommend to Council that the new Arbitration Rules be introduced in respect of the 1997 growing crop.

The Secretary reminded the Sub-Committee that consideration now requires to be given to the training of Arbiters and the drawing up of a Panel of Arbiters. The Secretary was instructed to obtain proposals for a Scottish Training Course to be arranged at which prospective Arbiters for both this Association and the National Farmers' Union of Scotland could receive training. The Secretary stated that he understood that the NASPM were arranging a Training Course to be held in England. It was agreed that representatives from Scotland should be encouraged to attend the English Training Course and vice versa. The Secretary is also to make enquiries with regard to obtaining a grant towards the cost of the Training Course in Scotland. It was also agreed that the SPTA Panel of Arbiters should ideally consists of ten to twelve Arbiters.

The Secretary stated that the National Farmers' Union of Scotland had already been informed that talks were taking place between SPTA and the NASPM with regard to the drawing up of Common Arbitration Rules. It was agreed that the National Farmers' Union of Scotland should be up-dated with regard to the progress which has been made but to delay doing so to ensure that our approach to the Scottish Union should be timed to coincide with the NASPM's approach to the English Union. The Secretary also pointed out that the NASPM are seeking English legal advice regarding the new Arbitration Rules and that SPTA will require to do the same in Scotland.

A vote of thanks to the Chairman terminated the meeting.