

Heisey named chairman

CHICAGO, Ill. - Enos B. Heisey, manager of public-agricultural relations for Agway Inc., has been named chairman of the National Farm-City Council, Inc. for 1977 at the organization's annual meeting in Chicago recently. The council, a voluntary group of 150 organizations with interests in agribusiness, promotes better understanding between rural and urban segments of society.

Heisey and his wife Jane live in Manlius, N. Y.

ANCA issues caution on pay pacts

DENVER, Colo. - Cattlemen who sign agreements with packers authorizing the mailing of checks may be jeopardizing some of their rights under the new prompt and assured payment provisions of the Packers and Stockyards Act, according to the American National Cattlemen's Assn.

Repeating previous warnings along the same line, ANCA issued its cautionary statement after a meeting of ANCA and other cattle industry representatives with top P & SA officials in Washington.

Packers have been actively seeking signed, long-term agreements to allow them to automatically put checks in payment for livestock into the mail by the close of the business day following transfer of possession.

"A P&SA spokesman told packers that this practice was legal," said Wray Finney, ANCA president. "However, it appears to us and our legal counsel that there still is a question as to whether this procedure constitutes extension of credit to buyers of livestock. Any such extension could void the rights of cattle sellers to protection under the law's trust provisions,

which are designed to give livestock producers first claim on assets in the event of packer bankruptcy.

"Obviously, any cattleman may sign an agreement if he wishes to do so, but the matter still has not been clarified as to its consequences, and cattlemen should be aware of that if they enter into agreements."

ANCA Attorney Jim Kreutz pointed out these reasons why it may be unnecessary or inadvisable to sign agreements:

The law states that if the livestock seller or his representative is not present to receive payment at the point of transfer of possession, the packer is to wire-transfer funds or place a check in the mail by the close of the next business day. Thus, the burden of making payment promptly is on the packer, and if the seller is not present, the packer will not violate the act if he puts the money on wire or in the mail by the close of the next business day. A written agreement is not needed to authorize the mailing of a check under those circumstances.

Another part of the law deals with any agreements as to payment between sellers and purchasers, and it states that such agreements are subject to terms and conditions as the Secretary of Agriculture may prescribe. The Secretary has not yet written any rules or regulations to

cover such agreements. At this time, it still appears that the proposed agreements may represent an extension of credit, and this could jeopardize the trust provision.

If the terms of the proposed agreements are in full compliance with the prompt pay provisions of the law, then one might ask why a written agreement is needed at all. The intent of the law is that the seller should have the option as to payment method at each sale.

The law states that any attempt to delay payment will be considered an unfair practice. Normally several days elapse between the mailing of a check and the

time when it reaches the packer's bank. Agreements which in effect authorize this delay conceivably could be interpreted as being an unfair practice in violation of the act.

At the Washington meeting, ANCA requested that P&SA issue an official opinion indicating that the agreements being solicited by packers are legal and will not jeopardize the trust provision, or an opinion acknowledging that such agreements pose legal questions and are subject to interpretation as to prompt pay compliance and effects on the trust provision. To date, Finney said, no official opinions have been received from P&SA.

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Charolais Assn. buys magazine

HOUSTON, Tex. - The American-International Charolais Assn. has taken a purchase option on the North American Charolais Journal, with plans to distribute the first association-owned edition with the March 1977 issue.

The association's board of directors agreed upon the purchase plans at its recent meeting in Louisville, Ky. The present owner, Charles W. Whitney, will serve as a consultant to the association for a six-month period as part of the purchase agreement.

"This is an aggressive, forward move of the association," stated Dr. J. W. Gossett, executive vice president. "An association-owned publication can do much in providing additional service to the membership and in improving communications to that membership."

The Journal currently is published at Irving, Tex., and previously was known as the Charolais Way, with headquarters in Mt. Vernon, Ohio, where it was established by Whitney seven years ago.

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