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JOINT MINUTE
For the Parties

IN CAUSA

HECTOR M. ROSS and ANOTHER, COM-
:PLAINERS

AGAINST-

The PROVOST, MAGISTRATES and
COUNCILLORS of the ROYAL BURGH
of DORNOCH, - RESPONDENTS.

1932

ARTHUR & MACRAE, SOLICITORS,
DORNOCH.

JOINT MINUTE

For the Parties

In causa

HECTOR M. ROSS and ANOTHER, - COMPLAINERS

against

THE PROVOST, MAGISTRATES and COUNCILLORS of
the ROYAL BURGH OF DORNOCH, -RESPONDENTS.

MACKINTOSH for the Complainers and

MURRAY for the Respondents concurred in stating to the Court that this action had been settled extrajudicially, the parties having agreed, in the interests of the Burgh and to avoid costly litigation under present-day circumstances, to settle the whole question now in dispute between them on the following terms, namely:-

1. That while the parties recognise that motor cars are not debarred from proceeding to the Beach via Church Street and Golf Road the low road to the beach through Littleton be made suitable for motor traffic as soon as the necessary funds are available and that when this has been done a sign-board be erected at the junction of Church Street and Golf Road with one arm pointing down Church Street in the direction of Littleton and bearing the words "Road for motors to the beach" and another arm pointing along Golf Road and bearing the words "Road to the Golf Course".
2. That should the road from the Club House to the beach, notwithstanding the directions on the signboards, be on a complaint received from the Golf/

Golf Club or others in the opinion of the Golf Club and Town Council, used for motor traffic so as to seriously interfere with the interests of Golf, the Town Council will take such steps as are competent to them under the powers vested in them, under the Authorities and Laws governing such matters, to protect those interests and divert motor traffic to the beach by the road through Littleton from mid-July to mid-September of each year.

3. That except in so far as the expenses of the action have already been dealt with by the Court no expenses shall be due or payable by either party to the other.

In view of the foregoing settlement the parties craved and hereby crave the Court to interpose authority to this Minute and in respect thereof to discharge the diet of proof meantime appointed for a date to be afterwards fixed, to refuse the prayer of the Note, and to decern; and to find no expenses due to or by either party except in so far as expenses have already been dealt with by the Court.

IN RESPECT WHEREOF,

(Signed) Charles Mackintosh.

(") W. A. Murray.