

Friday the 21st day of June 2019

BEFORE

MR JUSTICE McKECHNIE

MS JUSTICE O'MALLEY

MR JUSTICE McGOVERN

2013 No. 276 JR

BETWEEN

MAURA HARRINGTON

APPLICANT

AND

AN BORD PLEANÁLA

RESPONDENT

AND

**INVER COMMUNITY DEVELOPMENT GROUP
MAYO COUNTY COUNCIL**

NOTICE PARTIES

The Motion on the part of the Applicant pursuant to Notice of Appeal dated the 24th day of June 2014 by way of appeal from the Judgment and Order of the High Court (Mr Justice O'Neill) given and made on the 3rd day of June 2014 refusing the Applicant's application by way of judicial review and certifying pursuant to section 50A(7) of the Planning and Development Act 2000 as amended that there is a point of law of exceptional public importance in respect of which it is desirable in the public interest that an appeal should be taken to the Supreme Court in the following terms:

“Whether or not section 50B of the Planning and Development Act 2000 as amended properly construed applies to all proceedings that arise under the Planning and Development Act 2000 as amended or merely those proceedings that arise pursuant to a law of the State that gives effect to the European Directives listed at section 50B(1)(a)?”
having been listed for mention on this day

Whereupon and on hearing Counsel for the Applicant and Counsel for the Respondent

SUPREME COURT

And it appearing that a settlement has been reached herein

BY CONSENT IT IS ORDERED

1. That the said Order of the High Court dated the 3rd day of June 2014 granting the costs of the judicial review application to the Respondent as against the Applicant is vacated
2. That the Respondent do pay to the Applicant the costs of the certificate application in the High Court to be taxed in default of agreement
3. That the Respondent do pay to the Applicant the costs of the appeal to be taxed in default of agreement to include any reserved costs and save as provided below these costs as regards counsel will be limited to one brief fee for Junior Counsel for the Supreme Court appeal to be taxed in default of agreement
4. That the Respondent do pay to the Applicant the costs of the Applicant's legal submissions for the Supreme Court appeal which said costs will include both junior counsel and senior counsel and will be taxed in default of agreement.

**JOHN MAHON
REGISTRAR**

Perfected this 8th day of August 2019