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Preston City Council
Chief Executive
Town Hall
Lancaster Road
Preston
PR1 2RL

Our ref: CO/1962/2020
Your ref:

09 March 2021

Dear Sir / Madam,

**Re The Queen on the application of GERALD GORNALL v PRESTON CITY
COUNCIL**

Please find a sealed copy of the Order for your attention, enclosed.

Many Thanks

Yours faithfully

For Court Manager

IN THE HIGH COURT OF JUSTICE
QUEEN'S BENCH DIVISION

Claim No. CO/1962/2020

BETWEEN:

GERALD GORNALL

and

PRESTON CITY COUNCIL

Defendant

and

(1) SENTANTII HOLDINGS LIMITED,

(2) COMMUNITY GATEWAY ASSOCIATION LIMITED

(3) MR TIM FORREST AND MR JOHN HOLDEN

(4) WAINHOMES (NORTH WEST) LTD

(5) MR MICHAEL WELLS

(6) SEDDON HOMES LIMITED

(7) STORY HOMES LIMITED

(8) SOUTH RIBBLE BOROUGH COUNCIL

(9) CHORLEY COUNCIL

Interested Parties



CONSENT ORDER

Upon the Defendant having withdrawn from the Central Lancashire Joint Memorandum of Understanding entered into in April 2020 ("MOU") and no longer relying upon MOU for development management purposes.

By consent it is ordered that:

1. For the reasons set out in the Schedule agreed by the parties, the claim is dismissed, save for the purposes of giving effect to this settlement.

2. The Defendant has agreed to pay the Claimant's costs of this Claim but the parties disagree as to the date from which such costs should be payable. As regards the Claimant's costs of this Claim therefore:

(i) the Claimant shall file with the Court and serve on the Defendant within 14 days of the date of this Order being sealed by the Court their written submissions on the date from which such costs are properly payable;

(ii) within 7 days of service of the Claimant's submissions on costs the Defendant shall file with the Court and serve on the Claimant its response to the Claimant's submissions;

(iii) within 7 days of service of the Defendant's response to the Claimant's submissions on costs the Claimant shall file with the Court and serve on the Defendant its final response to the Defendant's submissions on costs.

(iv) Following the completion of the above process it is agreed between the Claimant and the Defendant that the Order as to costs shall either be in the form of paragraph 2(a) or paragraph 2(b) below:

2(a) The Defendant shall pay the Claimant's costs in relation to this judicial review claim herein (including pre-permission costs), to be assessed if not agreed. **OR**

2(b) The Defendant shall pay the Claimant's costs in relation to this judicial review claim herein limited to costs incurred on or after 11 August 2020, to be assessed if not agreed.

By the Court

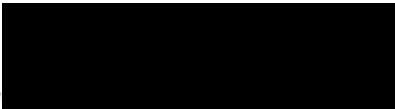
Dated:

Signed on behalf of the Claimant

Name Tim Willis

Position Partner

Date 19 February 2021


Signature 

Signed on behalf of the Defendant

Name JACKIE WILDING

Position DIRECTOR OF RESOURCES

Date 17/2/21

Signature 

Schedule of Reasons

1. The Defendant has withdrawn from MOU with immediate effect from 4th November 2020.
2. The purpose of the Defendant entering into MOU was for it to be relied upon by the Defendant for decision making purposes as the correct basis for determining the distribution of housing.
3. The withdrawal from the MOU means that the Defendant is no longer relying on it for decision making purposes.

4. The Defendant will now pursue redistribution between the Central Lancashire Authorities through the production of a joint local plan.
5. Accordingly, the parties agree on this basis that the claim is now academic.