THE HIGH COURT

[2026] IEHC 11
[2010 No. 10685 P]

Between:

GOODE CONCRETE

Plaintiff

– and –

CRH plc, ROADSTONE WOOD LIMITED and KILSARAN CONCRETE

Defendants

JUDGMENT of Mr Justice Max Barrett delivered on 13th January 2026.

Summary

In this judgment I explain why I will strike out these proceedings.

1. By notice of motion of 11th November 2022, CRH and Roadstone have come seeking, *inter alia*, an order pursuant to the inherent jurisdiction of the court striking out the within proceedings for abuse of process.

2. By notice of motion of 2nd May 2025, Kilsaran has come seeking, *inter alia*, an order pursuant to the inherent jurisdiction of the court striking out the within proceedings for want of prosecution and/or as an abuse of process.

3. These proceedings were commenced on 19th November 2010 and the events the subject of the proceedings are alleged to have taken place between 2007 and 2011.

4. In this application, the defendants ask the court, under its inherent jurisdiction, to strike out the proceedings for abuse of process and failure to prosecute, due to the plaintiff's continuing refusal to pay sums owed under multiple High Court and Court of Appeal costs orders. The plaintiff has not discharged a series of adjudicated costs orders made in favour of the defendants.

5. By consent order of 14th December 2023, the High Court stayed the proceedings until the plaintiff paid the costs owed. Almost two years later, the plaintiff has paid only a tiny fraction of the costs (5,000 euro to the CRH defendants and 5,000 euro to Kilsaran).

6. Beyond failing to comply with the costs orders, I note with regret that the plaintiff has at times (as is clear from the chronology appended hereto and the balance of this judgment), pursued these proceedings in a vexatious and abusive manner.

7. The defendants contend that the court should invoke its inherent jurisdiction to strike out the proceedings due to the plaintiff's continuing failure to pay the costs owed.

8. Rather than recount the applicable chronology in detail, I have appended hereto a chronology that was prepared by the first and second defendants and which I accept to be correct.

9. It appears to be accepted that I may stay proceedings for non-payment of costs, especially were accompanied by unreasonable conduct amounting to an abuse of process. The key issue for determination in these applications is whether I should now strike out the proceedings due to the plaintiff's continued failure to pay the costs owed under the costs orders.

In the course of the proceedings, I was referred to a wide variety of cases, including, *inter alia*: *Morton v. Palmer* (1882) 9 QBD 89; *Re Wickham Marony v. Taylor* (1887) 35 Ch D 272; *Macauley v. Minister for Posts and Telegraphs* [1966] IR 345, *Barry v. Buckley* [1981] IR 306, *McCabe v. Harding* [1984] ILRM 105*, Ennis v. Butterly* [1996] 1 IR 426*, Re Lang Michener and Fabián* (1987) 37 D.L.R. 685, *Primor v. Stokes Kennedy Crowley* [1996] 2 IR 459; [1995] IESC 110, *O'Keefe v. Kilcullen* [1998] 6 JIC 2403; [1998] IEHC 101, *Lough Neagh Exploration Ltd v. Morrice (No. 2)* [1999] 4 IR 515; [1998] IESC 40, *Riordan v. Ireland (No. 5*) [2001] 4 IR 463; 2001 WJSC-HC 5691, *Vesey v. Bus Eireann* [2001] 4 IR 192; [2001] IESC 93*, Oury v. Reed* [2002] EWHC 369 (Ch), *McGrory v. ESB* [2003] 3 IR 407; [2003] IESC 45, *O'Connor v. Bus Atha Cliath* [2003] 4 IR 459; [2003] IESC 66, *Superwood Holdings Ltd v. Sun Alliance and London Insurance plc* [2004] 2 IR 407; [2004] IESC 19, *Gao v. Zhang* (2005) 14 VR 380, *P.J. Carroll & Company Ltd v. Minister for Health and Children* [2005] 3 IR 457; [2005] IEHC 267, *McCourt v. Tiernan* [2005] 7 JIC 2905; [2005] IEHC 268*, Kenny v. Trinity College* [2008] 4 JIC 1006; [2008] IESC 18, *Grant v. Roche Products* [2008] 4 IR 679; [2008] IESC 35*, Welsh v. Digilin Py Ltd* [2008] FCAFC 149, *Kalix Fund Ltd v. HSBC International Trust Services (Ireland) Ltd* [2010] 2 IR 581; [2009] IEHC 457, *Re Vantive Holdings* [2010] 2 IR 118; [2009] IESC 69, *Moorview Developments Ltd v. First Active plc* [2011] 3 IR 615; [2011] IEHC 117, *Treasury Holdings v. NAMA* [2012] IR 297; [2012] 7 JIC 3102*, Farrell v. Bank of Ireland* [2013] 2 ILRM 183; [2012] IESC 42, *Keohane v. Hynes* [2014] 11 JIC 2001 ;[2014] IESC 66*, WL Construction Ltd v. Chake* [2016] 10 JIC 0306; [2016] IEHC 539, *Power v. Tesco Ireland* [2016] 7 JIC 1103; [2016] IEHC 390, *Leneghan International Transport Limited v. Lombard Ireland Limited & Ors* [2017] 5 JIC 1208; [2017] IEHC 298, *Miranda v. Rosas Construtores SA* [2019] 7 JIC 2907; [2019] IECA 237, *ER Travel Limited v. Dublin Airport Authority* [2020] 2 JIC 1804; [2020] IEHC 62, *Miranda v. Rosas Construtores SA* [2020] 4 JIC 0907; [2020] IESCDET 51; *Ennis v. AIB* [2021] 3 IR 733; [2021]IESC 12, *Glann Mor Ceibh Teoranta v. Minister for Housing* [2024] 1 IR 1 ;[2022] IESC 40, and *Kirwan v. MJ O'Connor Solicitors* [2025] 5 JIC 3008; [2025] IESC 21.

10. In truth, the parties could likely have referred to *Kirwan*, supplemented that recent and helpful Supreme Court precedent with a few other cases, if thought fit, and left it at that. In any event, from those cases, *inter alia*, the following principles can be divined (I deal separately with *Kirwan* later below):

- The courts' inherent jurisdiction to stay proceedings for non-payment of adjudicated costs is well established as a matter of English law. (See *e.g., Morton*). (I assume the point being made is that a like position presents under Irish law and I accept this to be so).
- Section 27(5) of the Judicature Act (Ireland) 1877 gives the High Court a broad discretion to stay proceedings, including where there is an abuse of process.
- Courts also possess an inherent jurisdiction to stay or strike out proceedings in cases of abuse of process. (See *e.g.,Miranda*).
- Under O.63B, r.5 RSC (Rules of the Superior Courts), the court has wide case-management powers, including the ability to permanently stay proceedings where it is just to do so.
- The power to stay or strike out proceedings for failure to pay costs owed under costs orders aligns with the rationale for interlocutory costs orders under O.63B, r.36 RSC. (See *e.g.,Kalix*).
- The jurisdiction to stay or strike out proceedings for non-payment of costs is consistent with the jurisdiction to stay proceedings where costs from earlier proceedings on the same cause of action remain unpaid. (See *e.g., Moorview; Farrell*).
- The court may strike out proceedings where ordered security for costs has not been provided. (O.26, r.4 RSC; see *e.g.,Leneghan*).
- This jurisdiction is discretionary, must be exercised sparingly and only in clear cases, and is aimed not at punishment but at enforcing compliance with court orders. (See *e.g., Lough Neagh Exploration*).
- The court may dismiss proceedings for failure to give security for costs where: (i) the action is not being pursued diligently; (ii) there is no realistic prospect the security will be provided; or (iii) the time limit for providing security has been ignored. (These are alternative, not cumulative, tests.) (See *e.g., Lough Neagh Exploration*).
- Where the court declines to strike out the proceedings, it may instead issue an 'unless' order specifying a deadline for payment. (See *e.g., ER Travel*).

- A plaintiff seeking more time before a strike-out is made must present evidence of a realistic plan to raise the necessary funds within a reasonable timeframe. (See *e.g., ER Travel*).
- Failure to provide security for costs may also be one of several factors supporting a finding of abuse of process warranting dismissal of a claim or appeal. (See *e.g., Farrell*).
- Where there have been long delays in the litigation, whether deliberate or due to the appellant's inability to understand or comply with procedural obligations, the Court may infer that the respondent will incur greater-than-normal appeal costs because the appellant is likely to continue to fail to prosecute the appeal properly and in accordance with procedural requirements. (See *e.g., Farrell*).

11. I have also been referred to the recent judgment of the Supreme Court in *Kirwan v MJ O'Connor Solicitors* [2025] IESC 21. There, a majority of the Supreme Court held, *inter alia*, as follows:

- The power to dismiss proceedings for want of prosecution arises both from the court's inherent jurisdiction to regulate its own procedure and from O.122, r.11 RSC.
- Order 122, rule 11 RSC provides an objective standard, setting out a positive legal rule for what amounts to inordinate delay.
- Where a plaintiff has delayed for two years or more, the burden shifts to the plaintiff to show why dismissal should not be ordered; and the longer the delay, the more compelling the plaintiff's reasons must be.
- The court has a general inherent jurisdiction to act where necessary to ensure the effective administration of justice and to prevent abuse.
- Prolonged litigation delays jeopardise the fair and effective administration of justice.
- Article 34.1 of the Constitution implicitly requires the courts to ensure that justice is administered efficiently and effectively. Accordingly, the courts must possess powers that make this jurisdiction effective and guard against abuses of process.

- Little weight should be given to the argument that dismissal for want of prosecution interferes with the right of access to the courts.
- If the court declines to dismiss a claim, it may impose strict case-management directions, with non-compliance providing independent grounds for dismissal.
- The power to dismiss for want of prosecution exists to allow the court to assess whether a claim is truly being advanced and to dismiss it where it is not.

12. Bringing the foregoing to bear and having regard to the facts of this case, including the chronology appended hereto, what might be stated? It seems to me that the following points may safely be made:

- Almost two years after the proceedings were stayed pending payment of costs, the plaintiff remains in breach of the costs orders.
- The plaintiff has already had a reasonable time to pay but has failed to do so.
- The plaintiff now belatedly claims there is a realistic prospect of paying the costs yet has produced no evidence of any credible plan to raise the necessary funds within a reasonable period.
- The plaintiff asserts that payment will come from selling Ballinderry Pit (a disused sand and gravel pit). However, it has provided no adequate evidence regarding its own financial position or that of its purported shareholder.
- The ownership of the said site is unclear, and the information supplied by the plaintiff is incomplete at best and possibly incorrect.
- Neither Mr Goode nor Mr Reidy, the deponents for the plaintiff, are shareholders of GCHL Limited, the alleged site owner, which itself appears to be in a precarious financial state.
- The plaintiff claims the site is worth €3 million, but the supporting evidence is wholly insufficient to establish this.
- Mr Peter Goode suggests that if the site does not achieve a satisfactory sale price, GCHL's shareholders will restore and operate it as a business

and obtain funding to pay the litigation costs, but none of this has been confirmed by those shareholders.

13. I turn now to address a number of points made by the plaintiff. Some aspects of some of these points have already been touched upon.

14. *EU Law*. The plaintiff submits that, because the claim concerns alleged breaches of EU (European Union) competition law, Art. 47 CFEU (Charter of Fundamental Rights of the European Union) affords it protection. It argues that any procedural step impeding access to justice, including strike-out for non-payment of costs, must satisfy the EU principles of effectiveness and equivalence. On that basis, the plaintiff contends the Court should approach strike-out with restraint, consider less onerous measures (such as an 'unless' order), and ensure domestic rules do not make the exercise of EU rights excessively difficult. I do not accept that EU law bears on the court's inherent and long-established jurisdiction to stay or strike out proceedings for abuse of process or non-payment of adjudicated costs. That jurisdiction is a matter of domestic procedure. In any event, Art.47 CFEU does not entitle a litigant to continue proceedings indefinitely while disregarding costs orders; the proper administration of justice requires that such orders be enforced.

15. *Constitutional Right of Access to Courts*. The plaintiff contends that striking out its claim infringes its constitutionally protected right of access to the courts. It argues that, particularly in competition cases, this right must carry significant weight and that the Court should be slow to invoke what it characterises as the 'draconian' remedy of dismissal, especially where the plaintiff says it still intends to prosecute the action. However, the Supreme Court's recent decision in *Kirwan* makes clear that limited weight attaches to access-to-court arguments once a plaintiff has been afforded an opportunity to litigate but has failed to progress the proceedings. Here, the plaintiff has enjoyed unobstructed access to the courts for 15 years. Its persistent non-payment of costs, repeated procedural abuses, and extended periods of inactivity, show that its constitutional right has been fully vindicated (and cannot shield it from the consequences of its own conduct).

16. *Proportionality*. The plaintiff argues that strike-out would be disproportionate and that the court must consider whether a less severe measure could achieve the same purpose, particularly given its asserted prospect of meeting the outstanding costs through the sale or remediation of

the Ballinderry site. After nearly two years of no meaningful compliance with a consent order requiring payment, I am satisfied that strike-out is the only proportionate response in the circumstances. The plaintiff has adduced no credible or verified evidence of any realistic payment plan; ownership of the quarry site remains uncertain; and the proposed funding arrangement is speculative. In these circumstances, proportionality supports strike-out rather than further indulgence.

17. '*Unless' Order as Alternative*. The plaintiff argues that, even if the court is dissatisfied with progress, fairness requires the making of an 'unless' order rather than a dismissal. Such an order, it says, would set a final deadline for payment, maintain proportionality, and ensure the claim is resolved on its merits. I do not accept this submission. An 'unless' order would serve no useful purpose in all the circumstances presenting. The plaintiff has repeatedly been granted further time, has failed to avail of every opportunity to pay, and has produced no credible evidence that payment would be made by any deadline. The plaintiff's pattern of proposing funding arrangements that never materialise, its inability to demonstrate any verifiable financial capacity, and the absence of evidence linking GCHL's alleged sale proceeds to the plaintiff all indicate that an 'unless' order would merely extend the proceedings to no effect.

18. *Realistic Prospect of Paying Costs*. The plaintiff contends that approval of the restoration plan for the Ballinderry site has transformed (or will transform) its financial position. It maintains that sale or remediation of the site will generate sufficient funds to discharge all outstanding costs within a reasonable period, and submits that any doubts should be resolved in its favour at this interlocutory stage. This assertion is entirely unsubstantiated. Ownership of the site is unclear; the company said to own it appears to have negative net assets; no shareholder has sworn to apply any proceeds towards the plaintiff's litigation costs; the site is charged; there is no Environmental Protection Agency approval for the importation of infill; and no full valuation has been provided. This falls well short of the evidential standard required by *Superwood*.

Litigation Misconduct Does Not Reach Abuse-of-Process Level. The plaintiff submits that past procedural difficulties, most notably the interrogatories débâcle, were misunderstandings or inadvertent errors rather than abusive conduct. It argues that these issues should not, cumulatively, justify dismissal, particularly where discovery was complex, and earlier

interlocutory rulings have already been addressed by costs orders. I am mindful that the plaintiff's current legal team is newly instructed, but I am not new to this case. The defendants' submissions set out a sustained pattern of misconduct: oppressive interrogatories (which I have previously found to involve a clear abuse of process – in truth the clearest such abuse); repeated failures to comply with discovery obligations; misleading or incomplete information placed before the Court; a year-long period of complete inactivity following the discovery appeals; resistance to the adjudication of costs; non-compliance with the consent stay order; and repeated but unfulfilled promises to make proposals.

19. *Want of Prosecution*. The plaintiff submits that delay should not be regarded as inordinate, relying on the fact that portions of the timeline were occupied by agreed stays, procedural disputes, and efforts to secure funding. It contends that the defendants have not demonstrated serious prejudice and that these mitigating factors should avert dismissal. I do not accept this submission. *Kirwan* makes clear that delay exceeding two years is presumptively inordinate and shifts the burden to the plaintiff. Here, the delays are considerably in excess of that; the plaintiff has repeatedly impeded progress; and the consensual stay cannot excuse its failure to comply with the very condition on which that stay was granted: payment of costs. The defendants have also identified concrete prejudice to them: certain key witnesses have died, others retired long ago, and memories have inevitably faded. This satisfies both the objective-delay and prejudice limbs of *Kirwan*.

20. *Competition Law Public-Interest Considerations*. The plaintiff argues that, because the case concerns alleged breaches of Arts. 101-102 Treaty of the Functioning of the European Union, it serves an important public-interest function. The plaintiff submits that enforcing costs orders to the point of strike-out would undermine private enforcement of competition law and chill legitimate claims. However, the public interest in competition enforcement does not entitle a litigant to disregard court orders or engage in abusive conduct. The court's inherent jurisdiction to strike out exists to safeguard the administration of justice and finite judicial resources. A party relying on EU competition law is not exempt from ordinary procedural obligations, particularly where it has shown no credible ability to progress the case or discharge costs, and has repeatedly acted oppressively. In these circumstances, the public interest is best served by bringing abusive litigation to an end, not prolonging it.

21. *Fair Trial Still Possible*. The plaintiff contends that a fair trial remains possible because much of the evidence is documentary, contemporaneous records exist, and the defendants' claims of prejudice are overstated. It maintains that the delay has not compromised the core evidential foundation of the case. The defendants, however, point to concrete prejudice: key witnesses have died, several others retired long ago, and recollections of events from 2007–2011 will inevitably be impaired. I accept that this satisfies the prejudice analysis under *Kirwan* and the related need to protect the integrity of the trial process.

Conclusion

22. Having regard to the foregoing and the facts before me, it is clear that: (i) the plaintiff has no realistic prospect of paying the costs due under the costs orders within a reasonable time; and (ii) the plaintiff's conduct of the proceedings has been vexatious and involved abuse of process.

23. The plaintiff has not specified when the costs will be paid or proposed any timetable to trial. These proceedings, now 15 years old, relate mainly to events from 2007 to 2011. Beyond the clear risk of injustice inherent in such delay, the defendants have shown specific prejudice to their ability to defend the case due to the plaintiff's prolonged failure to advance the proceedings.

24. In my view, the proceedings should be struck out, as the plaintiff has repeatedly failed to pay the costs due under the costs orders despite having had a reasonable opportunity to do so. I note also the vexatious, oppressive manner in which the plaintiff has at times conducted this litigation, including its resistance to the present application. An 'unless order' would serve no purpose where there has been the non-compliance that I have described, where no credible plan for discharging the costs has been put forward, and where even if the costs were paid by the 'unless' date one would still be left with the risk inherent in the delay now presenting.

25. For all the reasons stated, I will strike out the proceedings.

26. I will hear the parties as to the costs of the strike-out applications.

Appendix

Summary Chronology of Events

1. *19th October 2010*. Proceedings instituted by plenary summons.
2. *26th November 2010*. Proceedings entered into Competition List.
3. *5th April 2011*. Statement of Claim delivered.
4. *21st March 20*12. Cooke J. made an order for security for costs. The costs of this motion were reserved.
5. *16th June 2011*. Plaintiff filed a Notice of Change of Solicitor.
6. *31st July 2012*. Notice for Particulars delivered by First and Second Defendants.
7. *31st July 2012*. Notice for Particulars delivered by Third Defendant.
8. *8th November 2012*. Plaintiff issued a motion seeking an order that the trial judge (Cooke J.) recuse himself from the proceedings.
9. *13th November 2012*. Cooke J. recused himself from any further involvement in proceedings.
10. *19th February 201*3. Plaintiff delivered replies to particulars to First and Second Defendants.
11. *19th February 2013*. Plaintiff delivered replies to particulars to Third Defendant.
12. *4th March 2013*. First and Second Defendants deliver a Notice for Further and Better Particulars.
13. *19th March 2013*. Plaintiff replies to First and Second Defendants' notice for further and better particulars.
14. *25th March 2013*. Third Defendant delivered a Notice for Further and Better Particulars.
15. *4th April 2013*. Plaintiff replied to Third Defendant's Notice for Further and Better Particulars.
16. *10th April 2013*. Charleton J. ordered that the plaintiff provide further and better particulars.
17. *11th April 2013*. Defence delivered on behalf of First and Second Defendants.
18. *11th April 2013*. Defence delivered on behalf of the Third Defendant.
19. *14th May 2013*. Plaintiff delivered a notice for particulars arising out of the First and Second Defendants' Defence.

20. *14th May 2013*. Plaintiff delivered a Notice for Particulars arising out of the Third Defendants' Defence.
21. *26th June 2013*. Plaintiff delivered replies to First and Second Defendant's Notice for Further and Better Particulars.
22. *26th June 2013*. Plaintiff delivered replies to Third Defendant's Notice for Further and Better Particulars.
23. *2nd July 2013*. First and Second Defendants delivered Replies to Particulars.
24. *22nd July 2013*. Third Defendant delivered Replies to Particulars.
25. *8th July 2014*. Plaintiff requested that the First and Second Defendants agree to provide voluntary discovery of 12 categories of documents.
26. *16th February 2016*. Supreme Court allowed plaintiff's appeals against the orders made by Cooke J. and remitted the matter back to the High Court.
27. *5th July 2016*. Proceedings re-entered into the Competition List.
28. *12th September 2*016. The First and Second Defendants requested that the plaintiff make voluntary discovery of 15 categories of document, 13 of which were agreed.
29. *December 2016*. The First and Second Defendants issued a motion seeking security for the costs of making discovery against the plaintiff. This motion was adjourned generally with liberty to re-enter.
30. *31st October 2017*. Barrett J. made the following orders: In the discovery motion issued by the First and Second Defendants against the plaintiff, an order for discovery against Goode, with an order for the costs of the motion against the plaintiff in favour of CRH. In the discovery motion issued by the plaintiff against the First and Second Defendants, an order for discovery against CRH and Roadstone, subject to a confidentiality ring, with an order that the costs of the motion are costs in the cause. The High Court placed a stay on the orders for discovery and the order for costs made pending the determination of an intended appeal.
31. *19th February 2020*. The Court of Appeal dismissed the plaintiff's appeals from the orders for discovery made by the High Court in their entirety, subject to a variation of the High Court Order in respect of one category. The First and Second Defendants' cross appeal was also dismissed.
32. *4th March 2020*. The Court of Appeal made the following Orders as to costs: (a) In the appeal from the plaintiff's motion for discovery against CRH, the Court of Appeal ordered the plaintiff to pay the First and Second Defendants 90% of the

costs of this appeal. (b) In the appeal from the First and Second Defendants' motion for discovery against the plaintiff, the Court of Appeal dismissed the appeal and made an order for the costs of the appeal in favour of the First and Second Defendants. The Court of Appeal refused to put a stay on the orders for costs and lifted the stay on the order for costs made in favour of the First and Second Defendants in the High Court.

33. *1st February 2021*. Plaintiff served a notice of change of Solicitor which stated that Kevin Winters had been appointed to act for the plaintiff.

34. *8th March 2021*. Plaintiff served a Notice of Motion for the re-entry of the proceedings to the Competition List on the First and Second Defendants, returnable to 12th March 2021. The motion was not grounded on affidavit and no notice of intention to proceed had been filed.

35. *12th March 2021*. Court adjourned the plaintiff's application for re-entry to the Competition List for mention to 23rd March 2021 and directed KRW Law to set out precisely what they are proposing to do in a letter, to be delivered by 16th March 2021.

36. *15th March 2021*. Plaintiff served notice of intention to receive.

37. *16th March 2021*. Letter received from KRW Law, which informed the First and Second Defendants that, following the expiry of one month from the date of delivery of the Notice of Intention to Proceed, the plaintiff intended to deliver Interrogatories. The letter sought confirmation that the First and Second Defendants intended to comply with the orders for discovery made against them.

38. *22nd March 2021*. Arthur Cox wrote to KRW Law and noted that: (i) the plaintiff's motion for directions was not properly before the Court; (ii) the First and Second Defendants objected to any directions being made until costs orders were discharged; (iii) the plaintiff was in breach of the Order for discovery made against it; and (iv) the First and Second Defendants were not required to make discovery until such time as the motion for security for the costs of making discovery was heard and determined.

39. *23rd March 2021*. Proceedings adjourned for mention to 18th May 2021. Court directed that the plaintiff issues a fresh motion for the re-entry of the proceedings to the Competition List. 40. 17th May 2021. Arthur Cox received a letter from KRW Law stating that the plaintiff intended to make discovery that week.

41. *18th May 2021*. Barrett J. directed the plaintiff to issue the motion for re-entry by 25th May 2021 and to ground it on affidavit setting out what directions they are seeking and the basis on which they objected to having to make the application. The plaintiff indicated through its counsel that the plaintiff no longer required the Defendants to make discovery at all.

42. *28th May 2021*. KRW Law sent an email to Arthur Cox attaching a copy of an affidavit of discovery of Peter Goode and a link to a Google Drive platform which apparently contained the documentation to be discovered by Mr Goode. The link was not accessible.

43. *1st June 2021*. Plaintiff served an unfiled copy of a Notice of Motion, seeking an order re-admitting the proceedings to the Competition List, on the First and Second Defendants. The Notice of Motion also sought a stay on the costs orders made by the Court of Appeal. The motion was grounded on the unfiled affidavit of Kevin Winters, solicitor.

44. *18th June 2021*. Barrett J. made an order re-entering the proceedings into the Competition List and refused to place a stay on the costs orders previously made by the Court of Appeal. Barrett J. made an order for the costs of the first motion for re-entry and the costs of the application for a stay on the costs orders previously made by the Court of Appeal in favour of the First and Second Defendants and placed a stay on these costs orders pending the determination of the proceedings.

45. *18th June 2021*. Barrett J. granted the Defendants leave to bring a motion to stay the proceedings pending the discharge by the plaintiff of the outstanding costs orders. This motion did not issue at that time, however, in circumstances where the costs had not been adjudicated by reason of the repeated applications by the plaintiff for adjournments of the adjudication.

46. *19th October 2021*. Plaintiff served interrogatories on the First and Second Defendants. These were voluminous and oppressive, and a significant number of the interrogatories sought documentation.

47. *23rd March 2022*. Hearing of motion to set aside the interrogatories.

48. *31st March 2022*. By a written judgment, Barrett J. set aside the interrogatories in their entirety.

49. *18th January 2023*. Plaintiff indicates intention to withdraw appeal against decision of Barrett J. to strike out their interrogatories on the day before the appeal was listed for hearing.

50. *19th January 2023*. Appeal withdrawn and Court of Appeal made an order for the costs of the appeal in favour of the First and Second Defendants against the plaintiff. This order for costs is not the subject of a stay pending the determination of the proceedings.
51. *4th November 2023*. First and Second Defendants issued a motion to strike out the proceedings for abuse of process and, in the alternative, an order staying the proceedings pending compliance by the plaintiff with the Orders for costs made against the plaintiff in favour of the First and Second Defendants.
52. *14th December 2023*. Barrett J. ordered· that the proceedings be stayed pending the discharge by the plaintiff of the costs then due and owing by the plaintiff to the First and Second-Named Defendants. The Order awarded the costs of the motion to strike out and/or stay the proceedings to the First and Second Defendants and this order for costs was not subject to a stay.
53. *9th May 2024*. The proceedings were listed for mention on this date. The proceedings were adjourned for three weeks on consent, at the request of the plaintiffs.
54. *3rd June 2024*. Plaintiff's solicitors wrote to solicitors for the First and Second Defendants and outlined the plaintiff's plan to discharge the costs orders through the sale of land owned by the Goode family. The letter stated that the plaintiff would pay €10,000 in costs immediately.
55. *5th June 2024*. Proceedings listed for mention. The court adjourned the proceedings to 23rd October 2024 for mention, on the application of the plaintiff.
56. *16th September 202*4. Sum of €5,000 paid to the CRH Defendants by the plaintiff.
57. *23rd October 2024*. Proceedings adjourned to 23rd January 2025, at the request of the plaintiffs.
58. *23rd January 2025*. Proceedings adjourned to 9th April 2025, at the request of the plaintiff.
59. *9th April 2025*. First and Second Defendants refused to consent to any further adjournments of the proceedings and sought liberty to issue a motion to strike out the proceedings by reason of ongoing failure by plaintiff to comply with costs orders made against it.
60. Barrett J. granted the First and Second Defendants liberty to issue a motion to strike out the proceedings, returnable to 8th May 2025.