

**THE QUEEN'S UNIVERSITY OF BELFAST  
INSTITUTE OF PROFESSIONAL LEGAL STUDIES**

**ADMISSIONS TEST DECEMBER 2024**

**SECTIONS A, B AND C  
(Total marks – 750: each section carries 250 marks)**

**Wednesday 18<sup>th</sup> December 2024, 9.30am – 12.30pm**

**EXAMINATION GUIDELINES**

**Please ensure that you read these guidelines before you read the questions:**

1. Rough work may be written on the spare paper which may be obtained from the invigilators.
2. In your answer booklets you should mark with an 'x' the box next to each of the statements which you believe to be correct.
3. You will receive marks for each correct statement which you identify.
4. However, if you identify a statement as correct, when it is in fact incorrect, the same amount of marks will be deducted as are awarded for a correct answer.
5. You must stop immediately upon being told to do so at the end of the examination.
6. Marks may be deducted if these examination guidelines and the individual question guidelines are not followed.
7. The narrative is from page 2 – 25.
8. Section A instructions are on page 26.
9. Section B instructions are on page 27.
10. Section C instructions are on page 46.



The McKnight family dairy farm, known as Acorn Farm, is located between Fintown, Ballyveagh and Ballyman. Up until the summer of 2023 the owners were twin brothers, John and Wilbur McKnight. Whilst they had both worked on the farm since they were young boys, they inherited it from their father Patsy when he died in the late 1990s. They had continued running the farm since then but were now in their mid-60s and anxious to retire from active farming.

John is married to Christine. They have one son, Peter, who studied at Bristol University and had been working there as a surveyor since he graduated in 2018. He met his girlfriend Orla Reavy whilst in Bristol but she too, was from Northern Ireland, and by 2023, wanted to return home to be closer to her family. Orla had recently been made redundant from her job in Bristol and had accepted a new role in Belfast. In June 2023, Peter asked Orla to marry him. She accepted his proposal and together they started to make plans to return to Northern Ireland.

Wilbur is married to Peggy. Their daughter Florence lives in Australia. She is expecting her first baby in January 2024. Peggy and Wilbur anticipate that, going forward, they will spend a significant amount of time in Australia each year. One evening in June, Wilbur called round to John's house to chat with him about the future of Acorn Farm. After a lengthy discussion, John and Wilbur agreed that it would be best if they both retired from farming that year.

By coincidence, later that evening, John received a call from Peter who was ringing to tell his mother and father the happy news of his engagement to Orla. He also told his father about Orla's new job in Belfast and said that they hoped to move back to Northern Ireland in the near future. John was delighted with the news of Peter's engagement and felt certain that Peter would now take over Acorn Farm. As a boy, Peter had always taken a keen interest in the farm. He spent most of his weekends and school holidays helping his father and uncle with the cows and doing various odd jobs around the farm. John and Wilbur had always made it clear to Peter that, upon their retirement, Acorn Farm would be transferred to him.

Peter was content enough in his job as a surveyor but saw himself as an entrepreneur and, unbeknownst to John or Wilbur, had grand ideas for Acorn Farm. He had seen how hard his father and uncle had worked on the farm and felt that there must be easier ways to make money than milking cows. As he and Orla were going to move back to Northern Ireland, now seemed like the right time to ditch his surveying career and focus on diversifying Acorn Farm.

Peter contacted Joe Todd, the managing director of Farm Fixers Limited and outlined to him his ambitious ideas for the farm. Peter told Joe that he had a vision for a high-end destination to which people would travel from all over Northern Ireland. He planned to have a café and a farm shop selling homemade and local produce, an adventure playground, llama trekking and various seasonal events to draw in the crowds. Joe cautioned Peter about being overly ambitious at the outset and reminded him of the significant costs involved in a redevelopment of this scale; but Peter was not too worried about funding. Peter's great uncle, Samuel Loughlin, had died in April 2022. Samuel was a successful businessman who was very fond of Peter. He had no children of his own and had left Peter a significant inheritance.

Peter and Joe arranged to meet at Acorn Farm one weekend in July 2023, when Peter and Orla were visiting Northern Ireland to look at wedding venues. On Joe's recommendation, Peter had also contacted "M & D Planners", a specialist architectural and planning consultancy firm based in Belfast which Joe regularly engaged in relation to farm diversification projects. Peter had had a couple of online meetings with the M & D Planners team. They had agreed to meet him and Joe at the farm. Joe was pleased that it was Sally Devine herself, the owner of M & D Planners, with 25 years' experience in this field of work, who attended the meeting.

A couple of days after the meeting, Sally sent Peter the following email: -

From: [sally.devine@mdplanning.co.uk](mailto:sally.devine@mdplanning.co.uk)

To: [petermcknight@outlook.com](mailto:petermcknight@outlook.com)

Re: - McKnight farm diversification

Dear Peter,

It was great to meet with you and Joe at Acorn Farm on Saturday afternoon. As discussed, your plans for the farm are certainly ambitious, but seem, at this stage, to be feasible, provided the practical considerations set out below are taken into account. Of course, satisfactory funding arrangements will also need to be in place.

I understand that Acorn Farm is currently owned by your father and uncle but that you anticipate that it will be transferred into your name shortly. This email is therefore written on the basis that the transfer takes place smoothly and that you are the owner of Acorn Farm.

By way of background, it is my understanding that the lands comprising Acorn Farm have been in your family for three generations. Your predecessors farmed cattle and your father and uncle continue to do so but plan to retire imminently. It is your intention to stop farming as you have plans to diversify Acorn Farm.

At this stage, I thought it would be useful to set out the current layout of Acorn Farm so that there is no misunderstanding between us when we discuss your future plans in detail.

Acorn Farm comprises c.100 acres and is located approximately six miles north of Ballyveagh. The farm is rectangular in outline and, when I sketched it out onto a piece of paper (in landscape orientation), I positioned it roughly in the centre of the page, with its northern boundary just below the middle of the page. When one does this, one notes that its northern and southern boundaries are approximately three times as long as its eastern and western boundaries. Its northern and southern boundaries are approximately half the width of the page.

Its northern boundary borders two more rectangular areas of farmland. The more westerly of these areas is known as Glen Field; its western boundary is on the same longitude as that of Acorn Farm. It borders approximately two thirds of the length of Acorn Farm's northern boundary. Its northern and southern boundaries are approximately a third longer than its eastern and western boundaries. To its north, Glen Field borders Glenlough Road, which runs in a straight line from west to east. I understand that Glen Field is owned by Stuart Smyth.

The eastern third of the northern boundary of Acorn Farm borders Drum Field. Two thirds of Drum Field's southern boundary borders Acorn Farm; the other third extends east, past the northeastern corner of Acorn Farm. Drum Field's northern boundary borders Glenlough Road and its western boundary borders Glen Field. I understand that Drum Field is owned by Eamon Kelly.

To the east, Acorn Farm borders Sarah Thompson's house and extensive gardens, which are known as Willow Cottage. Originally this plot of land had been part of Acorn Farm, but I understand that your uncle and father sold the site to raise funds for farming equipment approximately 15 years ago. Sarah's land is rectangular in shape; its western and eastern boundaries are approximately twice the length of its northern and southern boundaries. Its northern boundary borders Drum Field and its eastern boundary is on the same longitude as that of Drum Field. Its southern boundary is along Glenmanny Road, which runs from Fintown, approximately ten miles west of Acorn Farm, to the small village of Ballyman in the east. Glenmanny Road also runs along the southern boundary of Acorn Farm.

To the east of Willow Cottage is a field, which, like Willow Cottage, originally formed part of Acorn Farm. I understand that this field is known as William's Field after your great great grandfather and that your father and uncle sold it at the same time as they were selling the lands comprising Willow Cottage. William's Field is now owned by Drew Molloy and is approximately square in shape. The western boundary of William's Field borders the eastern boundary of Willow Cottage. Its northern boundary is on the same latitude as that of Willow Cottage. The southern boundary of William's Field borders Glenmanny Road.

A small C class road known as Glen Lane runs in a straight line from Glenmanny Road along the eastern boundary of William's Field and continues in a straight line until it reaches Glenlough Road. The land immediately to the north of William's Field, between Drum Field and Glen Lane, is owned by Patrick Kelly, Eamon's brother. Patrick's house is located on this land and he runs a successful dog kennel and cattery business from this property. The lands are known as "The Kennels". The northern boundary of The Kennels runs along Glenlough Road.

There are two pieces of land which border the western boundary of Acorn Farm. The first is a relatively small field which extends north from Glenmanny Road to halfway along Acorn Farm's western boundary. It is owned by Josh Hogg and is rectangular in shape. Its northern and southern boundaries are approximately twice as long as its eastern and western boundaries. It is known as Sunflower Field. The second piece of land is much more extensive; it is known as Crom Acres and is owned by Terry Gilpin. The southern boundary of Crom Acres borders the northern boundary of Sunflower Field and its western boundary is on the same longitude as the western boundary of Sunflower Field. The eastern boundary of Crom Acres borders Acorn Farm and then Glen Field, and its northern boundary borders Glenlough Road.

A stream runs through Acorn Farm from south to north. It enters Acorn Farm approximately one third of the way along the farm's southern boundary, measuring from its southwestern corner, and exits approximately one third of the way along its northern boundary. It then runs south to north through Glen Field before joining the River Glen after flowing for another mile or so through lands situated to the north of

Glenlough Road. There is a small hump-backed bridge on Glenmanny Road under which the stream flows. The stream also runs under Glenlough Road, but through a large pipe.

Wilbur's house and garden are known as Sycamore Cottage and are located in the northeastern corner of Acorn Farm. The lands are accessed from Glenmanny Road via a lane, known as Sycamore Lane, which runs inside the eastern boundary of Acorn Farm. I understand that Wilbur will retain ownership of his house and garden. I understand that Wilbur also wishes to retain ownership of Sycamore Lane.

Your father John's house and garden are known as Bluebell House and are located near the Southern boundary of Acorn Farm, close to Glenmanny Road. On its east, Bluebell House is bounded by the stream. It is accessed by a short driveway running north from Glenmanny Road and a little to the west of the stream. John will retain ownership of Bluebell House and the driveway accessing it.

You and Orla plan to move into an annex to your father's house which he originally built for your late grandmother's use (your father will retain ownership of this annex but will allow you to live there free of rent). You will live there whilst you redevelop Acorn Farm. I understand that your long-term plan is to build your "forever home" on the farm, but you want to focus on getting the business up and running first.

You plan to build a café and a farm shop which will be located to the east of the stream, close to the southern boundary of your farm. These will be on the site of the existing farmyard. One of the two existing stone barns located in the farmyard will be converted into a suitable unit for a shop and the farm shop will operate from there. The size of the farm shop will be 285 square metres. The other existing stone barn will be modernised so that it is suitable to use for storage. A separate smaller stone building will be erected in the farmyard and the café will operate from there. A car park with spaces for 50 cars, will be located to the east of the farmyard.

You plan to build three treehouse style glamping pods at the northern boundary of Acorn Farm. The site for these will be just to the east of the stream.

The llama enclosure for the llama trekking experience will be in the northwestern corner of Acorn Farm. This will be a large grass enclosure and you also plan to build a barn in which they can shelter.

The children's adventure playground will be located in the southwestern corner of Acorn Farm. Visitors to it will park in the main carpark at the café and farm shop and cross the stream to get to the playground via a bridge you will build over the stream.

In respect of your plans, you will need to take into account the following practical considerations: -

- There are currently two access ways into the farm. The main access is via the southeastern corner of the farm. Sycamore Lane runs from the southeastern corner of Acorn Farm inside its boundary with Willow Cottage. After approximately 25 metres, a further lane runs off Sycamore Lane at an angle of 90 degrees. This lane brings one to the farmyard. The other access

is the driveway to Bluebell House which opens off Glenmanny Road, about five metres west of the hump backed bridge. This entrance would be unsuitable as a commercial entrance due to its proximity to the bridge. The most obvious location for the entrance to your business would be via Sycamore Lane and the existing lane which leads to the farmyard. I understand that Wilbur is keen to retain ownership of Sycamore Lane, but my firm recommendation is that Sycamore Lane should be transferred to you and that Sycamore Cottage should be given a right of way over the lane.

- You will need to ensure that there are appropriate sightlines and visibility splays in place at the entrance. At present, Sarah's hedge, located just inside the southern boundary of Willow Cottage, is too high for this to be the case. You will need permission from Sarah to remove the ten metre section of hedge which runs from the southwestern corner of Willow Cottage along its southern boundary and to replace this with a lower fence. This fence will be located just inside the boundary of Willow Cottage. This will ensure that you have appropriate visibility splays in place.
- In terms of sewers, Bluebell House is served by one septic tank, which is located within its garden, just to the north of the house. The soakaway pipes, which take cleansed effluent away from this tank, are also situated within the garden. Sycamore Cottage is also served by a septic tank. This too is located within its garden, but the soakaway pipes running from this tank run in an easterly direction under the lands of Willow Cottage. I understand that this arrangement was never formalised when part of the farm was transferred to Sarah 15 years ago. Neither of the septic tanks would have capacity to serve the café, shop, playground toilets, or treehouses. Despite most of the houses in the area being served by septic tanks, a mains sewage pipe was installed along the southern verge of Glenlough Road two years ago. You will need to install a sewage pipe running in a northerly direction from the farmyard, through the lands of Acorn Farm and then continuing in a northerly direction through Glen Field until it connects with the mains sewage pipe. Once this pipe is in place, you can install sewage pipes from the shop, café, playground toilets and each of the treehouses to connect with it.
- There is a mains water pipe which runs along Glenmanny Road. Each of Bluebell House and Sycamore Cottage receive their water from this mains pipe. Bluebell House is connected by means of a water pipe which runs to it underneath its driveway. Sycamore Cottage is also connected to the mains pipe by means of a water pipe which runs underneath Sycamore Lane. You will need to run a third water pipe in a northerly direction from the mains pipe up to the farmyard. From there you can install water pipes to the café, shop, playground toilets, treehouses and llama barn.
- The nearest connection to mains electricity is on the southern verge of Glenlough Road outside the entrance to The Kennels. You could run an electricity cable in a south westerly direction diagonally across The Kennels and then across Drum Field until it reaches the northeast corner of the Sycamore Cottage site. It would continue in a southwesterly direction

through the Sycamore Cottage site before entering Acorn Farm. From there you could run a number of cables from that cable to connect with the various buildings on the farm.

I trust that this is helpful.

Yours,  
Sally

Peter was excited to receive this email and hear that Sally considered his plans to be feasible. He discussed them with Orla who was also very excited and remarked that she might be able to give up her new job before too long to help Peter with his new venture.

A couple of days later, Peter presented his plans to his father and uncle. Whilst Wilbur and John expressed some concern about the scale of the plans, they were keen to retire. John and Wilbur agreed to transfer all of Acorn Farm to Peter except for Sycamore Cottage (including its garden) which would remain in Wilbur's name and Bluebell House (including its garden and driveway) which would remain in John's name. Wilbur was keen that Sycamore Lane would remain as part of his property, but Peter explained that the lane was needed as the main access to the café and farm shop. After some discussion, Wilbur agreed to transfer all of Sycamore Lane to Peter on the basis that he and his family and visitors would have a right of way over the lane.

The next day, John and Wilbur instructed Thomas Gilchrest, a solicitor in Fintown, to prepare the necessary paperwork to transfer Acorn Farm to Peter.

Very excited, Peter and Orla returned to Bristol to pack their remaining belongings before returning to Northern Ireland. In early August 2023 they moved into the annex at Bluebell House.

The following week John and Wilbur attended with Thomas Gilchrest to sign the deed transferring Acorn Farm into Peter's name.

Eager to apply for planning permission as quickly as possible, Peter took the opportunity to speak with his neighbours about the various rights which Sally had identified he would require. He first visited Stuart. Stuart was initially concerned at the magnitude of Peter's plans. However, he had six grandchildren who regularly visited him. They loved being in the countryside and helping their grandfather round the farm. Often, they travelled to Glen Field by bus. The closest bus stop was located on Glenmanny Road, just west of Bluebell House. To collect the children from this bus stop, Stuart or his wife had to drive along Glenlough Road, Glen Lane and Glenmanny Road. Stuart thought that it would be ideal if the children could walk from the bus stop across Acorn Farm to get to Glen Field. Stuart and his wife regularly got the bus into Fintown. Stuart thought that it would be helpful if, instead of having to drive to the bus stop and park the car on the side of the road, they could walk across Acorn Farm to get to the bus stop. When Peter asked Stuart for the right to run a sewage pipe across Glen Field to connect with the mains sewage pipe running along Glenlough Road, Stuart agreed to this on the basis that Peter would give him and his visitors a right of way across Acorn Farm which would facilitate access to the bus stop on Glenmanny



Road. After a lengthy discussion, Stuart agreed that he would install a pedestrian gate in the hedge which ran along the southern boundary of his lands, 50 metres to the west of the stream. This hedge belonged to Stuart. It was agreed that Peter would install a gravel footpath running from the pedestrian gate directly south to Glenmanny Road, opening out onto the road just beside the bus stop. Stuart, his family and his visitors would have the right to walk over this footpath at any time and for any purpose. Peter would open a gap in his boundary hedge beside the bus stop and would continue the footpath through this hedge until it reached Glenmanny Road. Peter would repair and maintain the footpath. It was also agreed that Stuart would give Peter the right to install a sewage pipe running from the southern boundary of Glen Field, across Glen Field to Glenlough Road. Stuart insisted that he would maintain and repair this pipe once it had been installed as he did not want Peter and his men coming onto his lands on a continuing basis.

Peter then visited Patrick at The Kennels. Peter told Patrick about Orla's mother, Diana Reavy's unique, distinctively-marked, longhaired Persian cat called Winnie. He explained that Diana was particularly fussy about Winnie's diet and routine. Thinking ahead, he wondered if Patrick might be able to host Winnie at some time in the future. Patrick assured Peter that this would not be a problem. Peter then explained his need for an electricity cable to run from the southern verge of Glenlough Road across The Kennels so that, after it crossed Drum Field and Sycamore Cottage, it could run onto Acorn Farm. Patrick agreed that Peter could install such a cable provided that Peter also maintained and repaired it. Patrick was however adamant that he did not want any vehicles on his lands and, as such, maintenance and repairs would have to be done on foot. Patrick asked Peter if he could run a fibre optic cable across Acorn Farm to The Kennels. Patrick was fed up with his internet connection being very slow and knew that there was a faster connection point situated on Glenmanny Road. Patrick thought that the connection point was to the west of Sycamore Lane, but Peter confirmed that it was actually located on Glenmanny Road, just east of the eastern boundary of Willow Cottage. It was therefore Drew Molloy that Patrick would need to speak with.

Patrick immediately visited Drew. Drew agreed that Patrick could install a fibre optic cable running from the connection point on Glenmanny Road, north through William's Field, provided that Patrick also maintained and repaired it.

Peter then visited Eamon to explain the need for an electricity cable to run across his land. Whilst Eamon was not looking forward to the significant disruption which would undoubtedly be caused by Peter's plans, he had known Peter since he was a tiny baby and had fond memories of him out on the farm as a boy looking after the sheep. He therefore agreed that Peter would have the right to install the electricity cable across Drum Field. However, Eamon wanted to maintain and repair the cable himself and, as such, did not grant Peter these rights.

Peter visited Sarah to discuss the hedge running just inside the southern boundary of Willow Cottage. There was a lengthy discussion after which Sarah agreed that Peter would have the right to remove a ten metre length of hedge running from the southwestern corner of Willow Cottage and to replace it with a fence low enough to meet planning requirements. Peter would also have the right to enter upon Willow Cottage to maintain and repair the fence. As the fence was very near the road, Sarah

did not grant Peter the right to bring vehicles onto her land as they both agreed that he would not need machinery to effect these works.

Finally, Peter visited Sycamore Cottage. Wilbur agreed to Peter's request for a right for an electricity cable to run across his land. It was agreed that Peter would install this cable, maintain and repair it. Peter also agreed to give Wilbur the right to use the water pipe which ran under Sycamore Lane but it was Peter who would maintain and repair this pipe. Wilbur mentioned that he had been speaking to Sarah Thompson and that she had agreed to give him the right to use the soakaway pipes running under her lands and also to maintain and repair these.

Peter immediately instructed Sally to apply for planning permission for the redevelopment. He was delighted when, in late October 2023, he received confirmation that planning permission had been granted.

Straightaway, he engaged Blossom Construction Ltd as the contractor to manage and carry out all the development works at Acorn Farm. Whilst Blossom Construction Ltd was a newly formed company in Northern Ireland, Tom Fraser, the managing director, assured Peter that he had carried out several developments of this type and scale before in England. He told Peter that he had worked on Marl farm shop, just outside Bristol. When they lived in Bristol, Peter and Orla often visited this farm shop at weekends. Peter was very impressed with it, and, if truth be told, many of his ideas for Acorn Farm had emanated from Marl farm shop. When Tom presented him with the contract, he read it quickly and had no hesitation in signing. The main terms of the contract included:

1. All the development works at Acorn Farm to be completed and ready for opening on 1 October 2024;
2. All works to be completed in accordance with best practice standards;
3. All playground equipment to be made entirely of natural material;
4. Blossom Construction Ltd to directly contract with any sub-contractors it considers appropriate to carry out elements of the development works.

Peter thought that having a main contractor onsite, managing the process, would make his life much easier. Having the entire redevelopment completed by 1 October 2024 would mean that the farm shop would be open in time to pick up pre-Christmas trade and they could have an Autumn Extravaganza to launch the opening of Acorn Farm.

Work started on site on 11 November 2023. On behalf of Blossom Construction Ltd, Tom engaged Green Ltd to carry out the ground works for all elements of the development. Mark Jones was one of the digger drivers employed by Green Ltd. He was very experienced and had already made good progress by the afternoon of Friday 17 November 2023. Mark was a keen member of Fintown Rovers, a local football team. His team was scheduled to play against its greatest rivals, Glentown United in the semi-final of the Glenmanny Cup on Friday evening. On Friday morning, Mark discovered that his car had a flat tyre but had not had time to fix it, so his father had dropped him off at the farm. Mark hoped his friend Sam Dorman would be able to collect him on his way home from work. Mark finished work at 5 pm as usual. However, at 5.15 pm Sam phoned Mark to tell him something had come up at work and he would not be leaving his office until around 7 pm. This was no good to Mark as the match

started at 7 pm. He could not possibly miss the match. Eddie Green, the managing director of Green Ltd, had visited the farm earlier in the afternoon for a site inspection. Eddie had explained to Mark that as he was going to a charity dinner that evening, he had arranged for his wife to collect him in her car and he was going to leave his car, a classic Volkswagen Golf Mark 1 GTI, at the site for the weekend. Eddie's Golf was his pride and joy. Whilst he did have a company car, he much preferred driving his Golf. Mark knew that Eddie had left the car unlocked and the keys in the glove compartment of the car, in case Peter needed to move the car before Monday morning. Eager to get to his football match on time, Mark did not see the harm in borrowing Eddie's car for the weekend. He was aware his own insurance policy covered him to drive another vehicle for social purposes, with the owner's consent. He jumped in the car and set off down Sycamore Lane. Mark was distracted by his concern that he might be late for the football match. When he reached the end of Sycamore Lane, although he glanced left and right quickly, he failed to check the road properly and did not stop before turning right onto Glenmanny Road. Sarah Thompson was travelling east along Glenmanny Road when Mark pulled out in front of her. She was driving well within the speed limit for the road and immediately slammed on her brakes stopping just in time to avoid a collision. Sarah's sister Sophie Tate was in the front passenger seat of Sarah's car; Sarah had just collected her from Fintown bus station and was bringing her to stay at Sarah's house for a few days. Sophie had recently turned 18 and Sarah wanted to organise a few days of fun to celebrate.

Both women were very shocked. To calm her nerves, Sarah took a few puffs on her e-cigarette which she had stored in the car's glove compartment. Sophie relieved her stress by yelling at her sister, "You could have opened one of the windows first!"

Peter had been out checking the progress which had been made on the ground works when he heard the screech of brakes. He immediately ran over to Glenmanny Road. Sarah told Peter that the car, which did not stop, was a classic Golf and that she recognised the driver to be the digger driver who had been working at Acorn Farm. Recently, Peter and Eddie had chatted about cars. Peter knew that Eddie looked after his car well and was not in the habit of lending it to anyone. Peter thought it best to call the police to report this incident. Shortly afterwards Constables Madden and Frazer arrived. Peter advised the two constables of Eddie's details as the owner of the car and Mark's details as the driver of it. Constable Madden telephoned Eddie later that evening to advise him of the incident involving his vehicle. Eddie was furious.

By early December 2023, Orla was tired of living in the annex and was pressing Peter to get a move on with building their "forever" home. Peter's plan had been that he would get the business up and running for a few years first. He had not budgeted for building a new house at this stage but did agree that it would be good to have more space. He talked to Sally about designing the house and the appropriate site for it on the farm.

Orla was adamant that she wanted their home to be close to the stream. She also wanted it to be situated away from the café and farm shop. It was difficult to identify a suitable site as it had already been planned that the treehouses would be located beside the stream near the farm's northern boundary. There were however some large trees in the northwestern corner of Acorn Farm close to the boundaries of Crom Acres and Glen Field. After discussion with Sally, it was decided that the treehouses would

be located there, rather than in the area to the east of the stream as originally planned. Peter and Orla's house could then be located immediately to the east of the stream near the northern boundary of Acorn Farm. Their garden would straddle the stream. To access their house, a new lane would be constructed running northwest from the lane to the car park servicing the café and farm shop. The sewage and water pipes, and electricity cable servicing the house would branch off the pipes and cables already to be installed in the farm. Instead of being located in the northwestern corner of the farm, the llamas would now be located between the treehouse area and the western boundary of Peter's garden. Sally immediately drew up plans and submitted a planning application in respect of the house. Peter talked to Tom, who was delighted that Blossom Construction Ltd would also build the house. Orla and Peter had agreed that the site for the house and garden would remain in Peter's ownership, rather than being transferred into their joint names. Both John and Wilbur were rather conservative men and owned their houses in their sole names; as they had been so generous in giving Acorn Farm to Peter, he and Orla did not want to cause them any annoyance at this stage by Orla becoming a joint owner. "Besides", said Orla, "You are paying for the works Peter, thanks to good old Uncle Samuel".

In January 2024, Orla received a phone call from Kelly Jones, the wedding planner at Prospect Castle, where she and Peter had booked to have their wedding reception on Saturday 29 June 2024. Kelly told Orla that there had been a devastating fire at Prospect Castle and that she could no longer have her wedding reception there in June. Orla had very particular ideas as to what she wanted. She was set on a summer wedding and had opted for Saturday 29 June as there would be maximum daylight and hopefully plenty of sunshine. She had visited ten venues before booking Prospect Castle. She did not like any of them except Prospect Castle and was very upset that the Castle was no longer available for her summer wedding. Driving home from work the following day, she came up with what she considered to be the perfect solution. They would hire a marquee and pitch it on Acorn Farm. Orla phoned Peter to tell him her great idea. He was not very enthusiastic as this sounded like a lot of work and he was very busy with the farm redevelopment. However, Orla reminded him that she would take care of everything to do with the wedding. Peter and Orla had already agreed that Orla would pay for the wedding from her savings and would undertake the majority of its organising.

Orla identified the perfect site on the farm for the marquee. It was where the playground was to be located. This was to be levelled by the beginning of June and Tom agreed that he would get hardcore put down as soon as it had been levelled. It had always been intended that there was to be a small toilet block located at the playground. Peter spoke with Tom who saw no difficulty in this being completed by 1 June 2024. Peter handwrote a clause in the contract to this effect and both he and Tom signed this additional clause. This meant that the toilets would be ready in time to be used by the wedding guests. However, Orla did not know where the 200 guests could park. Whilst some of the guests' cars could be accommodated on the farm, Orla estimated that she required approximately 20 more parking spaces on top of this; it would not be safe to have lots of cars parking along the side of the main road.

Peter recognised that carparking was not only a problem for their wedding guests but also for visitors to the farm generally if they encountered particularly busy periods at the shop and café. He called at Josh Hogg's house the next day and Josh agreed to

give Peter and his visitors the right to park their vehicles in Josh's field at any time between 10 am and 6 pm (Josh said that he did not mind Peter's wedding guests keeping their cars on his field later on the day of the wedding; he just did not want this to happen regularly). There was a large field gate leading directly onto Glenmanny Road from Sunflower Field which would be perfect for car access. The boundary hedge between Sunflower Field and Acorn Farm was owned by Josh. Josh agreed that he would make a gap in the hedge to allow guests to walk directly from their cars to Acorn Farm without going out onto the road. The gap would be 25 metres north of the southeastern corner of Josh's lands and open directly onto one of the interconnected llama trekking paths Peter was installing on his lands.

Josh was a keen equestrian and thought that the llama trekking paths would serve as an ideal bridle path. Peter confirmed that Josh and his guests could use the llama trekking paths as bridle paths and also as footpaths. Josh had recently opened a small livery yard in Sunflower Field. The livery yard was already very popular and Josh was keen to expand. However, he recognised that the access into Sunflower Field from Glenmanny Road was not ideal for vehicles towing horseboxes. The livery yard was located in the north of Sunflower Field and it would be better if it could be accessed from Glenlough Road. This would require a right of way over Crom Acres from the northern boundary of Sunflower Field.

That evening, Josh called at Terry's house. Josh explained that Peter had agreed to grant a right of way to walk and ride horses over the llama trekking paths on Acorn Farm. As he was keen to expand his livery yard, he asked Terry if he would consider granting a right of way over Crom Acres so that the livery yard could be accessed from Glenlough Road. After a lengthy discussion, Terry agreed that Josh could construct a path suitable for vehicles running from the northern boundary of Sunflower Field north to Glenlough Road across Crom Acres and that Josh and his guests could walk and drive vehicles along this path. Terry would maintain and repair this path once it had been constructed. Access to this path on Crom Acres would be via a gap in the boundary hedge separating the two properties. Whilst the hedge belonged to Terry, he agreed to Josh cutting the necessary gap in it, ten metres to the west of the northeastern corner of Josh's lands.

About this time Eamon approached Stuart with a request. Eamon had started to grow vegetables in the southwestern corner of Drum Field. However, last season they did not grow well as, following an extremely wet winter and summer, the ground was waterlogged. Eamon was keen to install a drainage system in this area of Drum Field. He was aware that Stuart had recently installed a reed bed at the southern boundary of Glen Field to the east of the stream. Eamon asked Stuart if he could install a drainage pipe to drain water from Drum Field into the reed bed to assist with drainage in Glen Field. Stuart agreed to this; he had noticed that the ground in the southeastern corner of Glen Field was becoming increasingly wet and felt that his land would benefit from the adjacent land being properly drained. Eamon suggested that he would be happy to maintain the reed bed. Stuart insisted that he would maintain and repair the pipe as he did not want Eamon and his men coming onto Glen Field on a continuing basis. For this reason, Stuart also stated that he would look after the reed bed.

Pleased with her wedding plans so far, Orla set about making other arrangements for the day which included a barbeque for the wedding meal.

At that time, Peter was in discussions with Fred Dowds, the owner of Cottage Catering about operating the café on Acorn Farm by renting the café unit from Peter. Fred had until recently, run a renowned coffee shop in Fintown, but had closed it about six months ago due to a proposed significant rent increase. For the past six months, he had been focusing on developing an outside catering business but felt that by October 2024, he would be ready to put energy back into running a café as well as the catering business.

Orla had a lengthy discussion with Fred who was delighted to be asked to cater for their wedding. Fred was to provide four different types of canapés including one vegetarian and one gluten free option for the post ceremony nibbles. He was to provide a barbeque for the main wedding meal, which was to include three meats, two types of potatoes, a vegetarian option and four salads. Two of the salads were to be gluten free and there was to be a trio of mini desserts to finish. Fred was clear that he would put labels on any gluten free food so that guests would be alerted to this fact. The next day, in late January 2024, Fred emailed Orla the catering contract. It accurately reflected the agreed menu and pricing. Orla readily signed it and emailed it back to Fred. Although the contract was with Orla, Fred had deliberately kept prices low as he was keen to impress Peter and secure the lease of the café.

In early February 2024, Orla engaged Katie McGonigle, a local cake designer, who had won several awards for her unique cake structures to make the wedding cake. Orla ordered a dramatic, three-tier, chocolate drip cake. In accordance with the terms of the contract between Orla and Katie, Orla paid for the cake in full when she placed her order.

By mid-February 2024, Orla had still not been able to source a marquee for the wedding. She was starting to panic and phoned Fred to see if he had any suggestions. By happy coincidence, Fred had recently catered for a birthday celebration, held in his client's large garden. The marquee had been provided and installed by "Happy Eventz". Fred was pleased to pass on contact details to Orla. Orla immediately phoned Paddy McQuillan, the owner of Happy Eventz. He confirmed that he would be able to erect a marquee 12m x 27m in size which would be suitable for 200 guests. Paddy emailed Orla the contract. Orla quickly read it and noted that the date and size of marquee were correct. She further noted that the marquee was to be erected in accordance with best practice and felt that the hire price was quite reasonable, which was a relief as the cost of the wedding was eating into her savings. She signed the contract and emailed it back to Paddy.

Given that several of the guests would be travelling to the wedding from England, Orla decided that she would arrange for a bus to collect guests from the wedding reception very early on the Sunday morning and transport them to the Grand Hotel in Fintown. The Grand Hotel was owned and run by David and Olivia Rea. Orla had suggested to the wedding guests that they stay there as she was sure they would be well looked after. Orla arranged this transport with Sorcha Fitzpatrick, the managing director of F & T Transport Ltd. Sorcha was to provide a 63-seater coach to collect guests at 12.30 am on Sunday 30 June 2024 and transport them to the Grand Hotel.

By late February 2024, Orla felt that she was at last on top of her wedding plans. It would only be much closer to the wedding date that she would need to make a few finishing touches to the arrangements. Orla turned her attention to the new house. Planning permission had been granted in early January 2024 but, to her frustration, Tom had not yet started work on the site. She was however delighted when Tom told her that the conversion of the farm outbuilding would be ready in July and the development was at such a stage which would allow her to open the farm shop. She was already fed up with her daily commute to Belfast and liked the idea of a new challenge. She decided to hand in her notice in May and planned to open the farm shop in early August. Although there was no produce of Acorn Farm which Orla could sell in the farm shop, she would set about sourcing local produce and establishing supply lines. Her mother's friend, Ida Mairs, had told her about the most delicious, locally-made shortbread, which came in beautiful packaging. It was made by Gillespies Ltd and would be ideal for the farm shop. Orla's first task would be to contact Gillespies to negotiate a good price.

Around this time, it occurred to Peter that it would be great to have three treehouses built before their wedding. This would allow Peter and Orla, along with two other couples, to stay in them on their wedding night. Peter asked Tom to prioritise this. Tom had already engaged Kerrs Limited to build and install the treehouses. Neil Kerr, the managing director of Kerrs Limited, had indicated that a few of the trees in the area would need to be cut down to allow for the safe installation and operation of the treehouses. Kerrs Limited started work on the site on 4 March 2024. Neil instructed two of the company's employees, Richard Pitt and Ian Morrow, to cut down four trees. Richard and Ian were experienced tree surgeons and knew the importance of wearing the correct protective clothing. Just as Richard began to climb the first tree, Ian, who was an avid birdwatcher, noticed what appeared to be a very rare hawfinch fly away from the tree and pointed this out to Richard. When Richard climbed further up the tree he found a bird's nest with two eggs in it. Assuming that the eggs belonged to the hawfinch, Richard thought they might be of some value and slipped them into his pocket very carefully, without mentioning the nest to Ian.

Richard began cutting large branches off the tree with a chainsaw. He was slightly distracted thinking how he might sell the eggs, so did not take quite as much care as usual. He slightly misjudged the direction in which one of the branches would fall. The tree was located beside the boundary with Stuart's land. When the branch fell it landed directly on Stuart's tractor, which was parked in his field beside the boundary. Fortunately, Stuart was not in the tractor, as he had got out of the cab a few minutes earlier to stretch his legs whilst taking a phone call. He was walking towards the tractor when he saw the large branch landing on and smashing its front windscreen. Richard immediately descended the tree. Stuart was furious. He yelled at Richard, "What were you thinking, you complete idiot! That is a brand-new tractor. You'll be sorry about this!" Stuart strode through a gap in the hedge onto Peter's land and punched Richard on the face, causing his nose to bleed; Stuart then turned and marched back onto his land. Richard was in pain and shouted to Ian to contact the police. The two men waited for about half an hour for the police to arrive. By this time Richard's nose had stopped bleeding. It was clear that his nose was not broken. Constables Madden and Frazer were on duty again and attended at the scene to take details of the incident. As Richard was talking to the police officers and gesturing emphatically about how Stuart had punched him, he accidentally caused the two eggs to slip out of his pocket and to

break onto the ground. Constable Frazer, who also happened to be an ornithologist, looked at the eggs and exclaimed, "Hey, where did those come from? They look like hawfinch eggs!"

After the initial difficulties, work on the treehouses progressed well. On 1 May 2024, Neil was on site with Richard and Ian to finalise completion of the works. One of the outstanding jobs was to put sealant around the glass windows in each of the treehouses to ensure that the glass remained in place. Neil noticed a branch overhanging treehouse number one. He was annoyed as he recalled asking Richard to cut the branch down weeks ago. Richard did not have his usual protective clothing, helmet and goggles with him as he did not expect to be using the chainsaw that day. Neil handed Richard some spare protective clothing, helmet and goggles which he had in his van, and told Richard to get on with it exclaiming, "It was only a small job, you should've done it already; it'll only take you a few minutes!". Richard put on the spare protective clothing, helmet and goggles. Unfortunately, the sleeves in the protective jacket were much too short. They only came down to Richard's elbows. Richard did not want to create a fuss as he knew that Neil was already annoyed with him. He got a ladder from Neil's van, propped it against the tree and climbed it to get on with the job. However, as he was cutting, the chainsaw blade hit a particularly hard knot in the branch. The chainsaw bounced and slipped from his hands, catching his left arm as it fell to the ground. Richard screamed and scrambled down the ladder, clutching his arm. Neil had been standing near the tree and rushed over to Richard. He was relieved to see that, whilst there was quite a lot of blood, it was not a deep cut. Neil retrieved a sterile bandage from the first aid kit in his van and bandaged Richard's arm tightly. Richard was annoyed as he had been wearing a new sweatshirt, the left sleeve of which had been destroyed by the chainsaw blade.

At that point, Peter arrived at the treehouses to check on progress. He heard Richard tell Neil, "I haven't put the sealant round the door window on treehouse number one yet". Neil told Richard that he would do it himself and that Richard should head home. Peter was concerned about the injury to Richard's arm and thought that Neil should bring him to hospital to have it checked out. Peter told Neil that he would put the sealant round the window. Neil handed him the sealant and Peter put it in his pocket.

Neil and Richard got into Neil's van and headed to Fintown Hospital Accident & Emergency Department. The doctor who examined Richard's arm was clear that the wound only needed four steri-strips to ensure it closed properly; she prescribed painkillers and sent Richard home.

Shortly after Neil and Richard had left the site, Peter received a phone call from his father; John's car would not start. Peter rushed off towards Bluebell House and completely forgot to put the sealant round the windows of treehouse number one.

Richard wanted to avoid any further injuries at work. He contacted the Health and Safety Executive for Northern Ireland to seek advice in relation to the accident. A representative said they would follow this up with him.

By early May 2024, the water supply to the llamas' barn had not yet been plumbed. In all other respects the barn was complete and the fencing around the enclosure was in place. Peter was not concerned about the lack of mains water supply as, a few weeks



earlier, he had placed a large water butt close to the barn beside Acorn Farm's northern boundary with Glen Field. Keen for Acorn Farm to be as eco-friendly as possible, he intended to use this water to clean out the llamas' barn, but thought that it would do no harm to use it as the llamas' drinking water for a few days until the mains water supply was ready. There had been a significant amount of rain over the last few weeks and the water butt was already full. Peter had raised the water butt off the ground by setting it on concrete blocks so that the tap located at the bottom of the butt could be used. There was no way Peter could have known that there was a stress fracture in the centre of one of these concrete blocks.

On 5 May 2024, Peter bought four llamas for Acorn Farm from George McAlpine, a farmer in Ballyduffin. He brought them back to Acorn Farm and left the llamas to settle into their new home overnight. The next morning when he returned to check on them, they were out grazing in their enclosure. Peter was delighted they appeared to have settled in so well.

Later that evening, Peter was out for a run and met Eamon on Glen Lane. Eamon commented that his 16-year old son, Cillian, was looking for a part time job. Peter suggested he could give Cillian a job on the farm. Cillian would do 90 minutes of work a day for Peter, which would fit in perfectly with his schoolwork. His responsibilities would include cleaning out the llamas' barn.

When Peter returned home from his run, he received a phone call from an irate Stuart. The water butt had toppled over and all the water in it had spilt into Stuart's new flower beds which he had dug at the southern boundary of Glen Field on the other side of the hedge from the llamas' barn. Stuart had taken a keen interest in gardening recently and planned to enter the Ballyman annual dahlia competition in September. His plans were ruined as all the water from Peter's water butt had destroyed the dahlia tubers in the flower beds. Peter could not work out how the water butt had fallen over. It was only later when he examined the site that he noticed one of the concrete blocks had split right along a fracture line; this had caused the block to fall apart and the water butt to topple over.

Time was flying by and Orla could not believe that there was now only a week until her wedding day. On Saturday 22 June, Paddy and three of his employees arrived at the farm to erect the marquee. Usually, six of Paddy's employees would erect a marquee of this size but three had phoned him that morning to say that they were sick. Paddy had a full diary for the next week and really needed to get this marquee up that day. He would have to help his three employees, Ben Hinds, Shane Carson and Michael French to do the job. As predicted, it took them longer than it would with six men, but by late-afternoon, they had finished erecting the marquee. Without the extra men, they could not get the marquee roof pulled as taut as it needed to be, but Paddy decided he would take the risk that the weather would be good and the slack roof would not cause any serious problems.

On Sunday 23 June, Orla phoned her mother to let her know that the marquee had been erected. Diana was delighted to hear this but was somewhat distracted. She and her husband, Charles, were due to stay at Lakeview Spa Hotel close to Fintown from that evening until the wedding. Diana was keen to relax to ensure that she looked her best as mother of the bride, but was anxious about leaving Winnie. Diana had booked

Winnie into Patrick's cattery. Diana had just bought Winnie a magnificent new collar as she felt guilty for leaving her for such a long time. The collar was pink, with "Winnie" embossed in diamantes. Orla reassured Diana that Patrick's cattery was excellent, and that Winnie would be well cared for. That afternoon, Diana happily dropped Winnie off with Patrick before heading to Lakeview Spa Hotel. Patrick had assured Diana that he would keep Winnie in the luxurious lifestyle to which she was accustomed.

On Monday 24 June, Orla, who had been getting grand ideas from photographs of recent celebrity weddings, decided that she must have a six feet tall deciduous tree in a large stone pot, decorated in white fairy lights at her wedding. The perfect tree was located at the bottom of her parent's garden in Belfast. This oak tree was ancient and Orla had fond memories of climbing it with childhood friends. Orla really wanted a piece of home at her wedding. It would be the ideal "something old". She immediately sent Peter to Belfast with his chain saw to cut the top off the tree. Luckily Ian was not working for Kerrs Limited that day and agreed to give Peter a hand. Peter and Ian headed round the side of the house to Charles and Diana's back garden. With Ian shouting instructions, Peter climbed the tree with his chainsaw. Just as he was about to start cutting, a neighbour, Freya Dunlop, who recognised Peter as Orla's fiancé shouted "Oi, Peter! What are you doing? That tree is protected!". Peter, not wanting to disappoint Orla, who was highly stressed in the run up to her wedding, paid no attention and cut the top off the tree anyway. Just as Peter was about to drive away, having dragged the tree top into the trailer of his pick up truck, Freya knocked on his pick up truck window shouting "I'm going to report you" and waving a piece of paper on which Peter could see the words "Tree Preservation Order".

The morning of 29 June 2024 dawned. Skies were grey and overcast but Peter and Orla were determined to have a fantastic day, despite the weather. At around 8 am, Katie delivered the dramatic chocolate drip wedding cake to the marquee and placed it on the cake table amidst the arrangement of country flowers. Around 11.30 am, there was a particularly heavy rain shower. The wedding ceremony was scheduled for 2 pm. At 1.30 pm Peter went into the marquee to have a final check that all was perfect for the reception. To his horror he saw that the cake was lopsided and covered in rainwater. A pool of water was lying on top of it and the chocolate fondant icing had run down the cake and was dripping off the table. Peter was sure that this was not the sort of drip Orla had in mind. Peter went to investigate and discovered an enormous puddle of water around the cake table. He was astonished when he looked up to see that there was a hole in the marquee roof just above the cake table. It was clear that the hole had been caused by the weight of rainwater which had gathered in the fold of the sagging roof. In a state of panic, Peter phoned Cillian to come to dry up the puddle. It was obvious that the cake was no longer edible. Peter could not be late to his wedding ceremony but just before he left the marquee, he had a quick look around and could see no other signs of damage.

The bar in the marquee was to be run by Cathal O'Donnell who owned the White Horse, the local pub in Ballyman. Cathal had set up the night before, stocking it with alcohol from the White Horse. When Cillian came to the marquee to deal with the puddle and cake situation, he could not help but notice the bottles of vodka behind the bar. He mopped up the puddle and put the ruined cake behind the bar out of sight. Just as he was leaving to go back home, he lifted a bottle of vodka and tucked it under his coat. However, unbeknownst to Cillian, Paula Rodgers, Fred's head waitress, was

making finishing touches to the canapés in the kitchen tent, which was attached to the marquee, adjacent to the bar area. She saw Cillian, whom she knew, take the bottle of vodka. She shouted after him, "Oi Cillian, what are you doing – does Cathal know you're taking that?" This scared Cillian and he ran off towards home. On his way home, he noticed a skip on the café site. It no longer seemed a good idea to hold on to the bottle of vodka. This seemed like the perfect opportunity to get rid of the evidence. He tossed the bottle into the skip and heard a tinkle of broken glass before making his way home. Unfortunately for Cillian, CCTV had just been installed on the site, including a camera covering the area near the skip. Paula contacted the police later that afternoon after she had finished the reception preparations. Constables Hillerby and Broadhurst arrived a couple of hours later to investigate the incident. They retrieved CCTV footage from all the cameras on the farm.

The wedding ceremony was magnificent and the newlyweds made their way, along with their guests, to the area outside the marquee to enjoy the canapés. Lily Blair, Orla's best friend and bridesmaid, suffered from coeliac disease. This was the reason for Orla's request to Fred that at least one of the canapés be gluten free. Before taking a canapé from the waiter, Feargal O'Neill, Lily noticed that there was a small sign on the tray indicating its contents to be gluten free. She asked Feargal to confirm that they were indeed gluten free, which he did. In reality, Feargal did not know. He was carrying two trays of canapés. A few minutes earlier the sign had blown off the "gluten free" tray. Feargal had picked the sign up and put it back on one of the trays but had not worried about whether this was actually the tray containing the gluten free food. Shortly after eating the canapé, Lily began to feel bloated and unwell. She recognised her symptoms to be exactly those she had when she ate gluten. She knew that she needed to head home immediately as she would soon be violently ill. Lily had booked to stay in the Grand Hotel that evening with her boyfriend Sean Palmer but she was so unwell she just wanted to go home to her own bed. Sean called for a taxi which arrived promptly to take them home. Orla was upset that her friend's day had been ruined by this avoidable catastrophe. She confronted Feargal who admitted what had happened and apologised profusely. Orla was even more annoyed when she returned from her honeymoon to hear that Lily had not been able to claim a refund on her unused hotel room as her cancellation was within 24 hours of the date for which it was booked.

As Charles and Diana headed into the marquee to enjoy the wedding breakfast, Charles was aghast to see the top of the ancient oak tree from his garden in a pot, decorated with fairy lights. Whilst he had to admit that the tree looked beautiful, he was furious as he was certain that his ancient tree would not survive. "And", he remarked to Diana, "what about its Tree Preservation Order!"

Paula cleaned up the kitchen tent after the wedding meal was finished. As she returned the cleaned cutlery to the plastic containers belonging to Cottage Catering, she noticed an unusual looking pocketknife at the bottom of one of the containers. This knife was ornate. Its blade was about two inches in length and had a rounded tip with decorative silver swirls on it. The knife had a gold handle and looked very different to the other knives that had been provided. Paula was certain it must be valuable. Fred was a keen antique knife collector and was frequently showing Paula pictures of his collection. Paula was sure that this must be the Celtic ceremonial knife that Fred had recently bought because he had bored her only last week with details about it. Paula was not

sure how this knife had ended up with the other cutlery to be used for the wedding meal. She thought she should keep it separate. She slipped the knife into her coat pocket, intending to return it to Fred at a later stage.

After she finished tidying up, Paula decided to head into Fintown for a well-earned drink. She texted some friends and met up with them at the Sleepy Donkey pub in Fintown. Paula was so busy chatting to her three friends at a table close to the bar that she did not notice the two men sitting at the table to their left or what these two men were doing. The men were Noah Adams and Declan O'Reilly. The girls were very loud, which was enough for Jackson Smith, the owner of the pub who was working behind the bar, to turn to look towards their table. As he did so, he noticed Noah push a small bag towards Declan. Jackson moved closer and could clearly see that the bag contained what appeared to be several pink circular tablets; he also saw Declan put the bag into his pocket. Jackson suspected that the tablets were drugs. He went out to the corridor behind the bar to call the police.

Two police officers, Constables Moorhead and Nolan, arrived 15 minutes later. As soon as they entered the pub, they made their way over to the bar. Noah was seated facing the bar. As soon as he saw the officers, he immediately stood up. Jackson pointed towards Noah and the police officers started to walk towards Noah's table. Noah panicked and, in a hurry to get away, banged into Paula, who had just got up from her table to go to the toilet. The force of the collision caused the pocketknife to fall from Paula's coat pocket onto the floor. Constable Nolan said, "What's that? We'll need to talk you about that." He requested that Paula remain in the pub.

Meanwhile Constable Moorhead shouted at Noah to stop running. Noah, who continued to run towards the door of the pub, was eventually apprehended by Constable Moorhead. Jackson informed Constable Moorhead that he had seen Noah give Declan the bag of tablets. When Constable Nolan searched Declan, he found a small plastic bag with four pink circular tablets in his coat pocket. These tablets were later tested and found to be 3,4-methylenedioxymethylamphetamine, otherwise known as ecstasy. When Constable Moorhead searched Noah, he found seven individual packets each containing the same four pink circular tablets. These tablets were later tested and were also found to be ecstasy. Constable Moorhead also found £300 in cash in Noah's trouser pocket and a list of seven names, not including Declan's, on a piece of paper with what appeared to be mobile phone numbers beside them. Each of the names had a note beside it stating, "four tablets".

One of Paula's friends, Rosaleen Donaghy, became quite anxious at the commotion in the pub and took a cigarette out of her pocket and began to smoke it whilst sitting at the table. Jackson came over and, in front of the police officers, told Rosaleen that smoking was not permitted inside the pub. By this time, Rosaleen had had a pint of lager and a shot of tequila rose. She intended to drive home as she was due to have an early start at work the next morning, stacking shelves at Foodies, the local supermarket in Fintown. Rosaleen had not slept well the night before and was becoming increasingly sleepy. She said goodbye to her friends and headed to her car, which was parked at the side of the road near the entrance to the Sleepy Donkey. She unlocked the car, got into the driver's seat and put her car keys in the ignition. Rosaleen leaned her head on the driver's window in the car and thought she would have a quick nap before heading home. As the police officers were escorting Declan

and Noah to a police car, they came across Rosaleen asleep in her vehicle and recognised her as the girl who had been told off by Jackson for smoking in the pub. Constable Moorhead continued with the two men to the police car, whilst Constable Nolan, concerned Rosaleen had been drinking, tapped on the window to wake her up. Constable Moorhead breathalysed Rosaleen and the breathalyser showed a reading of 42 microgrammes of alcohol in 100 millilitres of breath.

Back at the wedding reception, the F & T Transport Ltd bus arrived just before 12.30 am to collect guests and bring them to the Grand Hotel in Fintown. Ethan Heatherington, an employee of the company, was the driver that night. Peter's cousin, Pamela Lee decided to continue the party by taking her bottle of beer onto the bus. Pamela was with her boyfriend Gerard Byrne.

The bus made its way along Glenmanny Road in the direction of Fintown. Ethan was very careful to observe the speed limit and to drive at a speed appropriate for the conditions. As always, he kept his eyes on the road to avoid any hazards. Meanwhile, Lesley Cunningham, who was driving her Ford Fiesta, was stopped at the junction of a side road opening onto the south side of Glenmanny Road, approximately 25 metres to the west of Sycamore Lane. Lesley, anxious to get home after having an unexpected late night at her friend's house, was distracted by her hand-held phone in a phone holder which was mounted on her dashboard. Her boyfriend had texted her asking where she was, and she was trying to text him back. Lesley glanced left and right quickly but as she did so her phone fell from the phone holder onto the floor of the front passenger seat. She bent down to pick it up whilst turning right onto Glenmanny Road to travel in the direction of Ballyman where she lived. She believed the road to be clear but had taken her eyes off the road to reach for her phone.

As Lesley emerged onto Glenmanny Road, her vehicle was hit by the bus on her rear driver's side and spun round into the left-hand lane facing the direction of Ballyman; both vehicles were damaged. Pamela had been having a great time continuing to drink on the bus and had not put on her seatbelt. The collision caused her to fall out of her seat into the aisle of the bus. Luckily, her dress was not damaged and she did not suffer any injuries. Gerard, too, fell out of his seat into the aisle of the bus. He was not injured, but his expensive new mobile phone clattered from his pocket onto the floor, smashing into several pieces.

Lesley panicked. She wound down her window to get some air. She could not understand how she had missed seeing the bus but knew she had been distracted by her phone. Ethan, who fortunately was not injured in the collision, got out of the bus and headed towards Lesley's vehicle to get her details. As he neared the car, he shouted "Give me your name and address, love!" He was shocked to see Lesley completely ignore him, wind up her car window and drive off at speed. Fortunately, he had already noted its registration number and had got a good look at the woman driving the vehicle. Ethan checked to make sure that his passengers were unhurt before reporting the incident to the police. He noted that the bus had damage to its paintwork and was dented along the front bumper.

When the police arrived, Ethan provided the registration details of Lesley's vehicle and a description of the driver to Constables Scott and Hampton. He explained that the driver of the vehicle had fled the scene. Meanwhile Gerard and Pamela, fed up with

the delay, got off the bus. Gerard had not been drinking alcohol but was tired and annoyed that his evening had been disrupted. By now Pamela was so drunk that Gerard had to hold her up to prevent her from falling over. The police officers witnessed this; they checked to see that Pamela had not been injured in the crash and found her instead to be heavily intoxicated. The police officers made sure that no one on the bus had been injured; then, as a precaution, they breathalysed Ethan. Ethan had drunk two pints of beer with dinner earlier that evening and was shocked to learn that he had failed the test. At this point, Gerard, increasingly annoyed at the delay and just wanting to get back to the hotel to relax, lost his temper and started swearing at the police officers using expletives in a commotion that lasted 10 minutes. Once the police were able to calm Gerard down, they cautioned Ethan and took him to the police station in Ballyman in the back of the police car. At the police station a blood alcohol reading was taken, which was found to be 82 milligrammes of alcohol in 100 millilitres of blood. Constable Scott looked up the registration details of the other vehicle involved in the accident and found that the vehicle's registered owner was a Lesley Cunningham.

Luckily, there was another F & T Transport Ltd employee, Eric Karp, travelling on the bus. Once it was confirmed that the bus was still roadworthy, he drove the guests to the Grand Hotel. Despite being a rather eventful journey, the wedding guests eventually arrived at the hotel safely, an hour later than planned.

It had been a fantastic day. The weather had cleared and the evening was almost balmy. After the final dance, when all the wedding guests had gone home, Peter and Orla, along with their friends, Rosie Warnock and Matt McCausland, and Jed and Beth McDowell, headed to the treehouses for the night. They were all in high spirits, chatting about the day and excited to be the first occupants of the treehouses. Rosie opened the door of treehouse number one. As she did so, the glass from the window in the door fell from the door, smashing as it landed directly on top of Rosie. There was blood pouring from her left leg and there appeared to be a large shard of glass sticking out of it. Rosie was shocked and cried out in pain. Matt immediately called an ambulance to bring him and Rosie to Fintown General Hospital Accident & Emergency department to have Rosie checked out. As he was waiting for the ambulance, Matt noticed that there was no sealant around the frame of the door window on treehouse number one. The glass had just been balancing in the door. Matt could see that there was black sealant around all the other windows in treehouse number one.

Fortunately, Rosie's visit to A & E confirmed that she had not sustained any lasting injuries. The glass was removed from Rosie's leg and the wound stitched. The other cuts which Rosie had sustained were superficial and were simply cleaned. No further treatment was required. However, Rosie was still distraught. She realised that the brand new dress which she had worn to Peter and Orla's wedding was covered in blood and had been ripped by the falling glass. It had been particularly expensive and she had planned to wear it to another three weddings that summer. As Matt was waiting for Rosie to be discharged, he texted Jed to let him know that Rosie was fine but they would not be returning to the treehouse that evening.

Finally Jed and Beth could relax and settle into their treehouse for the night. When they headed into the bedroom, Beth found a very fluffy cat snoozing in the bed. It had very distinctive markings and a pink collar, with its name "Winnie" embossed in

diamantes on it. Winnie, pleased to have company, was extremely affectionate and by the following morning, Beth was adamant that they should bring the cat home with them. Jed, who never pays much attention to fine detail, did not notice Beth removing Winnie's collar. Beth bundled the cat into her bag and took her home.

The morning after the wedding, Diana called with Patrick to collect Winnie. Diana was distraught to hear that Winnie had escaped and that Patrick had been unable to find her. Under pressure from Diana, Patrick admitted that he accidentally left the gate of Winnie's enclosure open on Friday night.

By late August, Orla was enjoying married life and her new role running the farm shop. It was very popular with locals, and Orla was keen to capitalise on this and maximise profits. However, the daily text messages she was receiving from Diana asking about the whereabouts of Winnie had become rather wearisome.

Orla decided to open the farm shop from 11 am on Sundays as she had often heard locals complaining about not being able to do their weekly shop before 1 pm on Sundays. On Sunday 15 September, she opened the farm shop at 11 am for the first time. Her customers appeared to be delighted. She was therefore surprised when the following day, Hannah Nash, called to say that she had complained to the authorities about the early opening.

Diana had been unable to sleep properly since the day after her daughter's wedding due to recurring nightmares and anxiety relating to Winnie's whereabouts, Diana visited her G.P, Dr Greer. Dr Greer confirmed that Diana was suffering from an adjustment disorder and prescribed her anti-depressants.

Peter's focus was now on ensuring the site was completed and ready for the Autumn Extravaganza on 26 October 2024. Peter decided that it would be best to bring in an event planning company to ensure this event was flawless. He engaged P & R Events Ltd to advertise and organise the Autumn Extravaganza. Following discussions between Peter and Amelia Johnston, the managing director of P & R Events Ltd, the following key terms were agreed:

1. P & R Events Ltd will undertake all operational and safety aspects of the event;
2. The Autumn Extravaganza is to run from 9.30 am to 4.30 pm on Saturday 26 October 2024;
3. P & R Events Ltd is to arrange for the event to be advertised on social media by three appropriate influencers who will attend Acorn Farm on 17 October 2024 to make appropriate content;
4. The influencers who each must have at least 20,000 followers on Instagram are to use content and language appropriate to a family audience.

Tom had contracted a specialist firm, Playzee, to install the adventure playground. Danny Maxwell was the owner of Playzee. The contract between Blossom Construction Ltd and Playzee provided that all of the playground equipment was to be made entirely of natural materials. The equipment and its installation, was of course, to comply with all industry standards and regulations. The contract also stated that the playground was to be completed and ready for use by 1 October 2024.

On 19 August 2024, Danny started work on the playground. Unfortunately, he found it difficult to get supplies and the work got off to a slower start than he had hoped. He was conscious that the playground had to be finished by 1 October 2024. By the beginning of September, Danny was beginning to panic. Unexpectedly, but fortuitously, he received a phone call on 3 September from Rebecca Nixon, a salesperson from GH Ltd, a supplier based in Co. Fermanagh. Danny had not previously heard of this supplier. Rebecca assured Danny that their equipment was all made entirely of natural materials and could be delivered the following week. Desperate, Danny, having barely read the contract which Rebecca had emailed to him, placed an order with the company that day and the materials were delivered the following Monday. Danny and his employees set about installing the equipment. Danny had been involved in the playground business for over 40 years. He was sure that the swing seats and seesaw seats which had come from GH Ltd were not made of natural materials. He quickly checked the paperwork from Rebecca. The contract with GH Ltd specifically stated that all equipment was made entirely of natural materials. Danny subsequently found the packaging for the seesaw and swing seats which indicated that these were made of synthetic materials. However, conscious that he was under time pressure and that his usual suppliers did not have what he needed, he proceeded with the items supplied by GH Ltd, thinking "sure, they have a natural look about them, what will the kids care."

The farm shop was proving to be a great success. Around this time, Orla's first delivery of Gillespies shortbread arrived. Orla was really pleased as she had negotiated a particularly competitive price and was sure that she could make good profit on it. She immediately unpacked it. When doing so, she noticed that the use by date on all the packets was 1 July 2024. Undeterred, and delighted to have Gillespies shortbread in stock, she went ahead and put it on the most prominent shelf in the farm shop.

Orla was delighted when, the following morning, Sarah came to do her weekly shop in the farm shop and bought three packets of Gillespies shortbread. During the afternoon, Beth called into the shop to show Orla photographs of her new, particularly adorable cat. Orla was shocked when she saw the photographs of the cat, which, she immediately recognised to be Winnie. Orla confronted Beth about this. Beth tearfully admitted that she had taken it from the treehouse after the wedding. Orla, extremely disappointed and upset, told Beth that she would have no option but to tell Diana.

Danny completed work on the playground and left the site at lunchtime on 30 September. Peter was pleased with the playground when he inspected it later that afternoon, albeit he thought that the seesaw and swing seats did not look as natural as he would have liked. He was sure that children would love it and that it would be a major attraction. Peter decided to walk over to the café to check what progress had been made there. A week ago, Tom had told Peter that the café building would not be ready for another two weeks. Peter was livid as this delay would put the Autumn Extravaganza in jeopardy.

On his way to the café, Peter noticed that all the packaging for the playground equipment was piled up at the hedge bordering Glenmanny Road. Peter was very annoyed that it had been left there but assumed that Danny would come back for it. As he passed the discarded boxes, the word "synthetic" on some of the packaging caught Peter's eye and he went to investigate further. He was furious, particularly as



he had already had marketing material printed which referred to the playground as a “natural” playground. He rang Danny and left an angry voice message asking him to explain what had happened. Peter also left a message with Tom Fraser.

Later that evening, Peter received a call from Sarah. She had been undertaking research into solar panels and was keen to have them installed at her house. However, the roof of her house was not suitable for solar panels and she wondered if Peter might allow her to install them on the roof of the café instead. Peter, keen for his business to appear as environmentally friendly as possible, liked the idea. He told Sarah that he would think about it overnight and speak again with her in the morning.

The following morning, Peter visited Sarah at her house. After some discussion, Peter agreed to give Sarah the right to install and use six solar panels on the roof of the café. He also agreed Sarah could have the right to run an electricity cable from these panels in an easterly direction until it entered Sarah’s lands via her western boundary. Peter was happy for Sarah to come onto his lands to maintain and repair the solar panels but he did not want her digging up his land to repair the cable, so he agreed that, once installed, he would repair and maintain the cable. Just as Peter was leaving, Sarah remarked that the Gillespies shortbread she had bought in the farm shop tasted stale.

On his way back from Sarah’s, Peter went to the farm shop to tell Orla about Sarah’s comment on Gillespies shortbread. Orla, somewhat embarrassed, admitted that she had removed the use by date sticker from all the packets.

The building and fit out of the café was successfully completed on 10 October 2024. This left only seven days for the set up for the Autumn Extravaganza to be ready for 17 October 2024, when the influencers would attend at the farm to create content to advertise the event. Amelia and her team were on site every day from 8 am until 8 pm ensuring each aspect of the extravaganza was just right. Indeed, because Amelia’s team had to work to a much tighter time frame than initially envisaged, Amelia had told Peter that the price for her service would increase by 15%. Peter reluctantly agreed to this.

Whilst Peter had been extremely disappointed that Lily had been ill after eating a canapé at his wedding, he had not come up with a viable alternative to leasing the café to Fred. In August he had agreed and signed the lease with Fred. On 11 October 2024, Fred began to set up for the café opening on 26 October 2024.

Amelia had engaged three influencers to promote Acorn Farm. The contract between P&R Events Ltd and each of them clearly stated that they must use content and language appropriate to a family audience.

On 17 October 2024, the three influencers visited the farm and appeared to have a fantastic day. Their content started to appear on social media that evening. Orla noticed it appearing on her Instagram account and was delighted with how well the farm, café and farm shop looked. That was, until she saw content from one of the influencers, Leo McGeown. She had never come across his profile before but could see he definitely could not be described as a family friendly influencer. His previous content was full of expletives, as was his content in respect of the farm. Orla immediately phoned Amelia, but already followers had started to comment negatively

on the posts on Acorn Farm's Instagram page. Amelia immediately arranged for Leo's content to be stopped and the contract with Leo terminated. He was a popular influencer, with over 25,000 followers, and was used to getting what he wanted. He was outraged that his contract was terminated.

Leo decided he would teach the farm owners a lesson. He waited until nightfall and parked his car at the Glenlough Road end of Glen Lane. From there he walked to Glenmanny Road and into Acorn Farm at its Sycamore Lane entrance. He walked west across Acorn Farm along the hedge bordering Glenmanny Road. He had brought with him matches and a jerry can containing petrol. He noticed some packaging had been left by the hedge bordering Glenmanny Road. He poured petrol all over the packaging and set it alight with a match. The whole packaging went up in a blaze.

Leo ran down along the laneway leading from the café and farm shop onto Sycamore Lane before exiting Acorn Farm onto Glenmanny Road. He threw the empty jerry can into a hedge and ran back towards where his car was located on Glen Lane, congratulating himself that he had not been spotted. He ran as fast as he could north along Glen Lane. He jumped into his car as quickly as he could and sped off.

Peter, who had been checking up on the site before going home for the night, noticed the blaze and immediately called the fire brigade. Fortunately, the fire was controlled before too much damage had been caused to the farm; just a burnt hedge and blackened ground. Firefighters Nelson and Maguire, who attended the scene, were able to confirm that the fire had been started deliberately. Fortunately, the CCTV that had been installed previously had captured Leo fleeing the site with the jerry can in his hand and he was instantly recognised by police as the popular influencer.

Peter returned home that evening, exhausted. As he was heading to bed, he remarked to Orla "Maybe we should have stuck with the cows after all!".

## **SECTION A INSTRUCTIONS**

In addition to the narrative, you have been provided with a series of statements which appear in the Section A answer booklet. These statements purport to set out civil actions which could arise from the events described in the narrative.

There are 25 correct statements; the rest are incorrect.

In your answer booklet you should mark with an 'x' the box next to each of the statements which you believe to be correct.

You will receive marks for each correct statement which you identify with an 'x'.

However, if you identify a statement as correct when it is in fact, incorrect, the same amount of marks will be deducted as are awarded for a correct answer.

## **SECTION B INSTRUCTIONS**

In addition to the narrative, you have been provided with extracts from various statutes (the “statutory provisions”) set out on pages 28 to 45 and a series of statements which appear in the Section B answer booklet. These statements purport to set out offences with which various individuals might be prosecuted under the statutory provisions arising out of the events described in the narrative.

There are 25 correct statements; the rest are incorrect.

In your answer booklet you should mark with an ‘x’ the box next to each of the statements which you believe to be correct.

You will receive marks for each correct statement which you identify with an ‘x’.

However, if you identify a statement as correct when it is in fact, incorrect, the same amount of marks will be deducted as are awarded for a correct answer.

## **Criminal Damage (Northern Ireland) Order 1977**

### **Article 3 - Destroying or damaging property**

(1) A person who without lawful excuse destroys or damages any property belonging to another intending to destroy or damage any such property or being reckless as to whether any such property would be destroyed or damaged shall be guilty of an offence.

(2) A person who without lawful excuse destroys or damages any property, whether belonging to himself or another—

(a) intending to destroy or damage any property or being reckless as to whether any property would be destroyed or damaged; and

(b) intending by the destruction or damage to endanger the life of another or being reckless as to whether the life of another would be thereby endangered; shall be guilty of an offence.

(3) An offence committed under this Article by destroying or damaging property by fire shall be charged as arson.

## **Criminal Justice Act 1988**

### **Section 139 - Offence of having article with blade or point in public place**

(1) Subject to subsections (4) and (5) below, any person who has an article to which this section applies with him in a public place shall be guilty of an offence.

(2) Subject to subsection (3) below, this section applies to any article which has a blade or is sharply pointed except a folding pocketknife.

(3) This section applies to a folding pocketknife if the cutting edge of its blade exceeds 3 inches.

(4) It shall be a defence for a person charged with an offence under this section to prove that he had good reason or lawful authority for having the article with him in a public place.

(5) Without prejudice to the generality of subsection (4) above, it shall be a defence for a person charged with an offence under this section to prove that he had the article with him—

(a) for use at work;

(b) for religious reasons; or

(c) as part of any national costume.

(7) In this section “public place” includes any place to which at the material time the public have or are permitted access, whether on payment or otherwise.

### **Criminal Justice and Public Order Act 1994**

#### **Section 68 - Offence of aggravated trespass**

(1) A person commits the offence of aggravated trespass if he trespasses on land in the open air and, in relation to any lawful activity which persons are engaging in or are about to engage in on that or adjoining land in the open air, does there anything which is intended by him to have the effect—

- (a) of intimidating those persons or any of them so as to deter them or any of them from engaging in that activity,
- (b) of obstructing that activity, or
- (c) of disrupting that activity.

### **Criminal Justice (Northern Ireland) Order 1980**

#### **Article 10 - Penalty on persons found drunk**

(1) A person who is drunk in any road or other public place, whether a building or not, shall be guilty of an offence . . .

### **The Food Labelling Regulations (Northern Ireland) 1996**

#### **Regulation 44- Offences and penalties**

If any person—

- (d) sells any food after the date shown in a “use by” date relating to it, or
- (e) being a person other than whichever of—
  - (i) the manufacturer,
  - (ii) the packer, or
  - (iii) the seller established within the European Community,

was originally responsible for so marking the food, removes or alters the appropriate durability indication relating to that food,  
he shall be guilty of an offence...

## **Fraud Act 2006**

### **Section 2 - Fraud by false representation**

- (1) A person is in breach of this section if he—
- (a) dishonestly makes a false representation, and
  - (b) intends, by making the representation—
    - (i) to make a gain for himself or another, or
    - (ii) to cause loss to another or to expose another to a risk of loss.
- (2) A representation is false if—
- (a) it is untrue or misleading, and
  - (b) the person making it knows that it is, or might be, untrue or misleading.
- (3) "Representation" means any representation as to fact or law, including a representation as to the state of mind of—
- (a) the person making the representation, or
  - (b) any other person.
- (4) A representation may be express or implied.

## **Health and Safety at Work (Northern Ireland) Order 1978**

### **Article 31- Offences**

- (1) Any person who—
- (c) contravenes any health and safety regulations or any requirement or prohibition imposed under any such regulations (including any requirement or prohibition to which he is subject by virtue of the terms of or any condition or restriction attached to any licence, approval, exemption or other authority issued, given or granted under the regulations);
- shall be guilty of an offence.

## Misuse of Drugs Act 1971

### Section 4 - Restriction of production and supply of controlled drugs

(1) Subject to any regulations under section 7 of this Act, or any provision made in a temporary class drug order by virtue of section, for the time being in force, it shall not be lawful for a person—

(b) to supply or offer to supply a controlled drug to another.

### Section 5 - Restriction of possession of controlled drugs

(1) Subject to any regulations under section 7 of this Act for the time being in force, it shall not be lawful for a person to have a controlled drug in his possession.

(3) Subject to section 28 of this Act, it is an offence for a person to have a controlled drug in his possession, whether lawfully or not, with intent to supply it to another in contravention of section 4(1) of this Act.

### Section 8 - Occupiers etc. of premises to be punishable for permitting certain activities to take place there

A person commits an offence if, being the occupier or concerned in the management of any premises, he knowingly permits or suffers any of the following activities to take place on those premises, that is to say—

(b) supplying or attempting to supply a controlled drug to another in contravention of section 4(1) of this Act, or offering to supply a controlled drug to another in contravention of section 4(1);

## SCHEDULE 2

### CONTROLLED DRUGS

#### PART I

#### CLASS A DRUGS

##### (a)

- Acetorphine.
- Alfentanil.
- Allylprodine.
- Dimenoxadole.
- Dimepheptanol.
- Dimethylthiambutene.



- Dioxaphetyl butyrate.
- Diphenoxylate.
- Levophenacymorphan.
- Levorphanol.
- Lofentanil.
- Lysergamide.
- Lysergide and other N-alkyl derivatives of lysergamide.
- Mescaline.
- Metazocine.

(ba) the following phenethylamine derivatives, namely:—

- -3,4-methylenedioxyphenethylamine
- 2-Amino-1-(2,5-dimethoxy-4-methylphenyl)ethanol
- 2-Amino-1-(3,4-dimethoxyphenyl)ethanol

## **Offences against the Person Act 1861**

### **Section 16 - Threats to kill**

A person who without lawful excuse makes to another a threat, intending that that other would fear it would be carried out, to kill that other or a third person shall be guilty of an offence and liable on conviction on indictment to imprisonment for a term not exceeding ten years.

### **Section 18 - Shooting or attempting to shoot, or wounding with intent to do grievous bodily harm**

Whosoever shall unlawfully and maliciously by any means whatsoever wound or cause any grievous bodily harm to any person with intent, to do some grievous bodily harm to any person, or with intent to resist or prevent the lawful apprehension or detainer of any person, shall be guilty of felony, and being convicted thereof shall be liable to be kept in penal servitude for life.

Section 23 - Maliciously administering poison, &c. so as to endanger life or inflict grievous bodily harm

Whosoever shall unlawfully and maliciously administer to or cause to be administered to or taken by any other person any poison or other destructive or noxious thing, so as thereby to endanger the life of such person, or so as thereby to inflict upon such person any grievous bodily harm, shall be guilty of felony, and being convicted thereof shall be liable to be kept in penal servitude for any term not exceeding ten years .

Section 42 - Persons committing any common assault or battery may be imprisoned or compelled by two magistrates to pay fine and costs not exceeding 5 l

Where any person shall unlawfully assault or beat any other person shall be guilty of an offence under this section.

Section 47 - Assault occasioning bodily harm

Whosoever shall be convicted upon an indictment of any assault occasioning actual bodily harm shall be liable to imprisonment for a term not exceeding 7 years...

**Personal Protective Equipment at Work Regulations (Northern Ireland) 1993**

Regulation 4 - Provision of personal protective equipment

(1) Every employer shall ensure that suitable personal protective equipment is provided to his employees who may be exposed to a risk to their health or safety while at work except where and to the extent that such risk has been adequately controlled by other means which are equally or more effective.

(3) Without prejudice to the generality of paragraphs (1) and (2), personal protective equipment shall not be suitable unless—

- (a) it is appropriate for the risk or risks involved and the conditions at the place where exposure to such risk or risks may occur;
- (c) it is capable of fitting the wearer correctly, if necessary after adjustments within the range for which it is designed;
- (d) so far as is practicable, it is effective to prevent or adequately control the risk or risks involved without increasing overall risk;

## **Pet Abduction Act 2024**

### **Section 2 – Cat abduction**

(1) A person (A) commits the offence of cat abduction if—

(a) they take a cat so as to remove it from the lawful control of any person,  
and

(b) A and the cat are both in England or Northern Ireland at the time the cat is taken.

(2) The offence of cat abduction is not committed if—

(a) at any time before the taking of the cat—

(i) the person (A) who took the cat,

(ii) the person (B) from whose lawful control it was taken, and

(iii) the cat,

all lived together in the same household,

(3) It is a defence for a person charged with the offence of cat abduction to show that the person had lawful authority or a reasonable excuse for taking the cat.

(6) In this section, references to a person taking a cat include the person—

(a) causing or inducing the cat to accompany the person or anyone else, or

(b) causing the cat to be taken.

## **Planning Act (Northern Ireland) 2011**

### **Section 126 – Penalties for contravention of tree preservation orders**

(1) If any person, in contravention of a tree preservation order, cuts down, uproots or wilfully destroys a tree, or wilfully damages, tops or lops a tree in such a manner as to be likely to destroy it, that person shall be guilty of an offence and liable

## **Police (Northern Ireland) Act 1998**

### **Section 66 - Assaults on, and obstruction of, constables, etc**

(1) Any person who assaults, resists, obstructs or impedes a constable in the execution of his duty, or a person assisting a constable in the execution of his duty, shall be guilty of an offence.

## **Protection from Harassment (Northern Ireland) Order 1997**

### **Article 2 - Interpretation**

(2) In this Order references to harassing a person include alarming the person or causing the person distress.

(3) For the purposes of this Order a “course of conduct” must involve conduct on at least two occasions and “conduct” includes speech.

### **Article 3 - Prohibition of harassment**

(1) A person shall not pursue a course of conduct—

(a) which amounts to harassment of another; and

(b) which he knows or ought to know amounts to harassment of the other.

(2) For the purposes of this Article, the person whose course of conduct is in question ought to know that it amounts to harassment of another if a reasonable person in possession of the same information would think the course of conduct amounted to harassment of the other.

(3) Paragraph (1) does not apply to a course of conduct if the person who pursued it shows—

(a) that it was pursued for the purpose of preventing or detecting crime

(c) that in the particular circumstances the pursuit of the course of conduct was reasonable.

### **Article 4 - Offence of harassment**

(1) A person who pursues a course of conduct in breach of Article 3 shall be guilty of an offence.

## **The Public Order (Northern Ireland) Order 1987**

### **Article 18 - Riotous or disorderly behaviour in public place**

(1) A person who in any public place uses—

- (a). . . disorderly behaviour; or
  - (b) behaviour whereby a breach of the peace is likely to be occasioned,
- shall be guilty of an offence.

### **Article 22 - Carrying of offensive weapon in public place**

(1) A person who, without lawful authority or reasonable excuse (proof of which lies on him), has with him in any public place any offensive weapon shall be guilty of an offence.

(2) In paragraph (1) “offensive weapon” means any article made or adapted for use for causing injury to the person or intended by the person having it with him for such use by him or by some other person.

## **Road Traffic (Northern Ireland) Order 1981**

### **Article 90 - Users of motor vehicles to be insured or secured against third-party risks**

(1) Subject to the provisions of this Part, it shall not be lawful for any person to use, or to cause or permit any other person to use, a motor vehicle on a road or other public place unless there is in force in relation to the user of the vehicle by that person or that other person, as the case may be, such a policy of insurance or such a security in respect of third-party risks as complies with the requirements of this Part.

### **Article 172- Taking vehicle without owner's consent or other authority**

(1) Subject to paragraph (2), any person who, without having the consent of the owner or other lawful authority, takes or attempts to take, a motor vehicle, trailer or. . . cycle for his own or another's use or, knowing that any motor vehicle, trailer or. . . cycle has been taken without such authority, drives or attempts to drive it or allows himself to be carried in or on it shall be guilty of an offence under this Order.

(2) If on proceedings on indictment for an offence under this Article the jury is satisfied, or, on summary proceedings under this Article the court is satisfied, that the defendant

acted in the reasonable belief that he had lawful authority, or in the reasonable belief that the owner would, in the circumstances of the case, have given his consent if he had been asked for it, the defendant shall not be liable to be convicted of the offence.

Article 175- Duties on occurrence of an accident caused by presence of a mechanically propelled vehicle

(1) If in any case, owing to the presence on a road or other public place of a mechanically propelled vehicle, an accident occurs whereby—

- (a) injury is caused to any person other than the driver of that vehicle; or
- (b) injury is caused to any animal other than an animal in or on that vehicle or owned by the driver of that vehicle; or
- (c) damage is caused to any property other than that vehicle or property in or on that vehicle or property of the driver or owner of that vehicle,

the following provisions of this paragraph shall have effect—

- (i) the driver of the vehicle shall, if the vehicle is not stationary after the occurrence of the accident, stop the vehicle,
- (ii) the driver of the vehicle shall keep the vehicle stationary at or near the place where the accident occurred for such period as is reasonable in all the circumstances having regard to the provisions of sub-paragraph (iii),
- (iii) the driver of the vehicle shall give to any constable on demand and to any other person who on reasonable grounds requires him to do so, his name and address, the name and address of the owner of the vehicle and the identification mark or number of the vehicle,
- (iv) the driver of the vehicle shall if for any reason he does not give the particulars mentioned in sub-paragraph (iii) or (whether or not those particulars are given) the accident has directly or indirectly resulted in injury to any other person, forthwith report the accident and give those particulars and, where the vehicle is a motor vehicle, produce his certificate (within the meaning of Article 97(4)) at a police station or to a member of the Royal Ulster Constabulary so, however, that it shall be a good defence to any person charged under paragraph (2) with a contravention of the provisions of this sub-paragraph to prove that he had good cause for such contravention and that he reported the accident and gave the particulars at a police station or to a member of the Royal Ulster Constabulary as soon as was reasonably practicable after the occurrence of the accident.

(2) Every person who knowingly contravenes any of the provisions of paragraph (1) shall be guilty of an offence under this Order.

### **The Road Traffic (Northern Ireland) Order 1995**

#### **Article 9 – Causing death, or grievous bodily injury, by dangerous driving**

A person who causes the death of, or grievous bodily injury to, another person by driving a mechanically propelled vehicle dangerously on a road or other public place is guilty of an offence.

#### **Article 10 - Dangerous driving**

A person who drives a mechanically propelled vehicle dangerously on a road or other public place is guilty of an offence.

#### **Article 11- Meaning of dangerous driving**

(1) For the purposes of Articles 9 and 10 a person is to be regarded as driving dangerously if (and, subject to paragraph (2), only if)—

(a) the way he drives falls far below what would be expected of a competent and careful driver; and

(b) it would be obvious to a competent and careful driver that driving in that way would be dangerous.

(2) A person is also to be regarded as driving dangerously for the purposes of Articles 9 and 10 if it would be obvious to a competent and careful driver that driving the vehicle in its current state would be dangerous.

(3) In paragraphs (1) and (2) “dangerous” refers to danger either of injury to any person or of serious damage to property; and in determining for the purposes of those paragraphs what would be expected of, or obvious to, a competent and careful driver in a particular case, regard shall be had not only to the circumstances of which he could be expected to be aware but also to any circumstances shown to have been within the knowledge of the accused.

(4) In determining for the purposes of paragraph (2) the state of a vehicle, regard may be had to anything attached to or carried on or in it and to the manner in which it is attached or carried.

#### Article 12 - Careless, and inconsiderate, driving

If a person drives a mechanically propelled vehicle on a road or other public place without due care and attention, or without reasonable consideration for other persons using the road or place, he is guilty of an offence.

#### Article 12A – Meaning of careless, or inconsiderate, driving

(1) This Article has effect for the purposes of Articles 11A, 12 and 14.

(2) A person is to be regarded as driving without due care and attention if (and only if) the way he drives falls below what would be expected of a competent and careful driver.

(3) In determining for the purposes of paragraph (2) what would be expected of a careful and competent driver in a particular case, regard shall be had not only to the circumstances of which he could be expected to be aware but also to any circumstances shown to have been within the knowledge of the accused.

(4) A person is to be regarded as driving without reasonable consideration for other persons only if those persons are inconvenienced by his driving.

#### Article 13 - Interpretation of Articles 14 to 21

(1) The following provisions apply for the interpretation of Articles 14 to 21.

(2) In those Articles—

- “drug” includes any intoxicant other than alcohol;
- “the prescribed limit” means, as the case may require—

(a) 35 microgrammes of alcohol in 100 millilitres of breath,

(b) 80 milligrammes of alcohol in 100 millilitres of blood, or

(c) 107 milligrammes of alcohol in 100 millilitres of urine,

or such other proportion as may be prescribed by regulations made by the Department.

#### Article 16 - Driving, or being in charge of, a motor vehicle with alcohol concentration above prescribed limit

(1) If a person—



(a) drives or attempts to drive a motor vehicle on a road or other public place,  
or

(b) is in charge of a motor vehicle on a road or other public place, after  
consuming so much alcohol that the proportion of it in his breath, blood or  
urine exceed the prescribed limit he is guilty of an offence.

(2) It is a defence for a person charged with an offence under paragraph (1)(b) to prove  
that at the time he is alleged to have committed the offence the circumstances were  
such that there was no likelihood of his driving the vehicle whilst the proportion of  
alcohol in his breath, blood or urine remained likely to exceed the prescribed limit.

#### Article 56A - Breach of requirements as to control of vehicle, mobile telephones etc

A person who contravenes a construction and use requirement—

(b) as to not driving or supervising the driving of a motor vehicle while using a  
hand-held mobile telephone or other hand-held interactive communication  
device, or not causing or permitting the driving of a motor vehicle by another  
person using such a telephone or other device,  
is guilty of an offence.

#### The Shops (Sunday Trading &c.) (Northern Ireland) Order 1997

##### Article 2 - Interpretation

(2) In this Order—

- “large shop” means a shop which has a relevant floor area exceeding 280 square metres;
- “relevant floor area”, in relation to a shop, means the internal floor area of so much of the shop as consists of or is comprised in a building, but excluding any part of the shop which, throughout the week ending with the Sunday in question, is used neither for the serving of customers in connection with the sale of goods nor for the display of goods;

### Article 3 - Large shops not to open on Sunday except in accordance with Articles 4, 5 and 6

(1) Subject to Articles 4, 5 and 6, a large shop shall not be open on Sunday for the serving of retail customers.

(2) If paragraph (1) is contravened in relation to a shop, the occupier of the shop shall be guilty of an offence...

### Article 4 - Exemption for certain kinds of large shop

(1) Article 3(1) does not apply in relation to—

(a) any shop which is at a farm and where the trade or business carried on consists wholly or mainly of the sale of produce from that farm;

### Article 5 - Permitted Sunday opening hours for large shops

(1) Article 3(1) does not apply in relation to a shop during the period between 1 p.m. and 6 p.m. on a Sunday.

(2) The exemption conferred by paragraph (1) does not apply where the Sunday is Easter Day or Christmas Day.

## **The Smoking (Northern Ireland) Order 2006**

### Article 2 - Interpretation

(2) In this Order—

(a) “smoking” refers to smoking tobacco or anything which contains tobacco, or smoking any other substance; and

(b) smoking includes being in possession of lit tobacco or of anything lit which contains tobacco, or being in possession of any other lit substance in a form in which it could be smoked.

(3) In this Order—

“premises” includes—

(a) any building;

(b) any structure or installation (whether movable or not); and

“regulations” means regulations made by the Department;

“smoke” and other related expressions are to be read in accordance with paragraph (2);

“vehicle” includes any type of vehicle, train, vessel or other means of transport,

#### Article 3 - Smoke-free premises

(1) Premises are smoke-free if they are open to the public; but unless the premises also fall within paragraph (2), they are smoke-free only when open to the public.

(4) In any case, premises are smoke-free only in those areas which are enclosed or substantially enclosed.

(7) Premises are “open to the public” if the public or a section of the public has access to them, whether by invitation or not, and whether on payment or not.

#### Article 6 - Vehicles

(1) The Department may make regulations providing for vehicles to be smoke-free.

(1A) Regulations under this Article may in particular provide for a private vehicle to be smoke-free where a person under the age of 18 is present in the vehicle.

#### Article 8 - Offence of smoking in smoke-free place

(1) In this Article, a “smoke-free place” means any of the following—

(a) premises so far as they are smoke-free under or by virtue of Articles 3 and 4,

(b) a place, so far as it is smoke-free by virtue of Article 5,

(c) a vehicle, so far as it is smoke-free by virtue of Article 6.

(2) A person who smokes in a smoke-free place commits an offence.

(3) It is a defence for a person charged with an offence under paragraph (2) to show that he did not know, and could not reasonably have been expected to know, that it was a smoke-free place.

### **The Smoke-free (Exemptions, Vehicles, Penalties and Discounted Amounts) Regulations (Northern Ireland) 2007 as amended by The Smoke-Free (Private Vehicles) Regulations (Northern Ireland) 2021**

#### Regulation 12 - Enclosed vehicles

(1) Subject to the following paragraphs of this regulation, an enclosed vehicle and any enclosed part of a vehicle is smoke-free if it is used—

- (a) by members of the public or a section of the public (whether or not for reward or hire); or
- (1A) A vehicle that is not smoke-free by virtue of paragraph (1), or any part of such a vehicle, is smoke-free if-
  - (a) it is enclosed,
  - (b) there is more than one person present in the vehicle, and
  - (c) a person under the age of 18 is present in the vehicle.”;
- (2) A vehicle or part of a vehicle is enclosed for the purposes of paragraphs (1) and (1)(A) where it is enclosed wholly or partly by a roof and by any door or window that may be opened.
- (3) Except where paragraph (4) applies, “roof” in paragraph (2) includes any fixed or moveable structure or device which is capable of covering all or part of the vehicle, including any canvas, fabric or other covering.

## **Theft Act (Northern Ireland) 1969**

### Section 1 - Basic definition of theft

- (1) A person is guilty of theft if he dishonestly appropriates property belonging to another with the intention of permanently depriving the other of it; and “thief” and “steal” shall be construed accordingly.
- (2) It is immaterial whether the appropriation is made with a view to gain, or is made for the thief's own benefit.
- (3) The five following sections shall have effect as regards the interpretation and operation of this section (and, except as otherwise provided by this Act, shall apply only for purposes of this section).

### Section 4- Property”

- (1) “Property” includes money and all other property, real or personal, including things in action and other intangible property.
- (2) A person cannot steal land, or things forming part of land and severed from it by him or by his directions, except in the following cases, that is to say—

(b) when he is not in possession of the land and appropriates anything forming part of the land by severing it or causing it to be severed, or after it has been severed; or

(3) A person who picks mushrooms growing wild on any land, or who picks flowers, fruit or foliage from a plant growing wild on any land, does not (although not in possession of the land) steal what he picks, unless he does it for reward or for sale or other commercial purpose.

For purposes of this subsection, "mushroom" includes any fungus, and "plant" includes any shrub or tree.

(4) Wild creatures, tamed or untamed, shall be regarded as property; but a person cannot steal a wild creature not tamed nor ordinarily kept in captivity, or the carcase of any such creature, unless either it has been reduced into possession by or on behalf of another person and possession of it has not since been lost or abandoned, or another person is in course of reducing it into possession.

### Section 9 - Burglary

(1) A person is guilty of burglary if—

(a) he enters any building or part of a building as a trespasser and with intent to commit any such offence as is mentioned in subsection (2); or

(b) having entered any building or part of a building as a trespasser, he steals or attempts to steal anything in the building or that part of it, or inflicts or attempts to inflict on any person therein any grievous bodily harm.

(2) The offences referred to in subsection (1)(a) are offences of stealing anything in the building or part of a building in question, of inflicting on any person therein any grievous bodily harm and of doing unlawful damage to the building or anything therein.

### Section 21- Handling stolen goods

(1) A person handles stolen goods if (otherwise than in the course of the stealing), knowing or believing them to be stolen goods, he dishonestly receives the goods, or dishonestly undertakes or assists in their retention, removal, disposal or realisation by or for the benefit of another person, or if he arranges to do so.

## **The Wildlife (Northern Ireland) Order 1985**

### **Article 4 - Protection of wild birds, their nests and eggs**

(1) Subject to the provisions of this Part, if any person intentionally or recklessly—

- (a) kills, injures or takes any wild bird; or
- (b) takes, damages or destroys the nest of any wild bird while that nest is in use or being built; or
- (ba) at any other time takes, damages or destroys the nest of any wild bird included in Schedule A1; or
- (bb) obstructs or prevents any wild bird from using its nest; or
- (c) takes or destroys an egg of any wild bird,

he shall be guilty of an offence.

(2) Subject to the provisions of this Part, if any person has in his possession or control—

- (a) any live or dead wild bird or any part of, or anything derived from, such a bird; or
- (b) an egg of a wild bird or any part of such an egg,

he shall be guilty of an offence.

(3) A person shall not be guilty of an offence under paragraph (2) if he shows that—

- (a) the bird or egg had not been killed or taken, or had been killed or taken otherwise than in contravention of the relevant provisions; or
- (b) the bird, egg or other thing in his possession or control had been sold (whether to him or any other person) otherwise than in contravention of those provisions.

### **SECTION C INSTRUCTIONS**

In addition to the narrative, you have been provided with a series of statements which appear in Section C answer booklet. These statements purport to set out rights which parties mentioned in the narrative would require over the lands of other parties also mentioned.

There are 25 correct statements; the rest are incorrect.

Using only the information contained in the narrative, in your answer booklet you should mark with an 'x' the box next to each of the statements which you believe to be correct.

You should mark as correct all rights identified in the narrative whether or not they would have been granted during the period covered by the narrative or may still require to be granted after that period has ended.

You will receive marks for each correct statement which you identify with an 'x'.

However, if you identify a statement as correct when it is, in fact, incorrect, the same amount of marks will be deducted as are awarded for a correct answer.

