

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

**ADMISSIONS TEST APRIL 2021**

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

**Wednesday 14<sup>th</sup> April 2021, 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 tick 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 2-29.
8. Section A instructions are on page 30.
9. Section B instructions are on page 31.
10. Section C instructions are on page 44.

Penny Hamilton had been a marketing agent and events manager for years but, in the early summer of 2019, she decided that the time had come to take on a new challenge. She had always wanted to create a site in Northern Ireland on which music festivals could be hosted; this would include camping accommodation for people who were attending a festival. So, in June 2019, Penny handed in her notice and started to plan her new venture.

Penny wanted to centre her business on a really large festival which would become an annual event. Her main focus became organising this festival. She settled on the name "Olympus" for the festival and she created a company called "Mount Olympus Events Ltd" (which quickly became generally referred to as "Olympus Ltd") to create and organise the Olympus Festival; she hoped that, eventually, the company would also organise a variety of other music and arts events on a site which she intended it to purchase as the festival venue.

Penny was the managing director of the new company and acted as such when organising the Olympus Festival. She invested four million pounds which she had inherited from her mother's estate into the company and allotted herself 100 company shares. She knew that four million pounds was not enough for the festival to be of the magnitude and reputation of which she dreamed and that she would need further investors if Olympus was to become the signature event she wanted it to be. However, she also knew that investors would not be interested in investing money into a dream without seeing concrete plans.

Penny decided that she would engage a company called "Walt & Roy Consultants Ltd" to advise her throughout the project; the company was very well regarded as an architectural and property consultancy firm and Penny had worked with it before. In fact, the company was so well-known it was usually just referred to as "Walts".

After several consultations with Penny, Vera Packham, a senior project manager in Walts, sent the following email to Penny:

From: vera.packham@waltroyconsultants.co.uk  
To: penny@mountolympus.co.uk  
Re: Olympus project

Penny,

I have thoroughly enjoyed meeting with you in relation to project Olympus.

We think we have found the perfect site: "Ballytemplar". It is situated near Dedham village. I have booked an appointment with the owner to see it on Tuesday at 10.30am, let me know if that suits you.

On paper it ticks all the boxes: there are a lot of public transport options, the land is generally flat, and it has great drainage so the ground should always stay firm. It is a rectangular site, approximately 150 acres in size. Its northern and southern boundaries are approximately twice as long as its eastern and western boundaries.

Currently, the site only has one point of access but there are plenty of good quality public roads in the vicinity of the site which could provide new access points if you were able to obtain rights of way. If you imagine Ballytemplar as a rectangle in the middle of a page, the site is surrounded by six fields so your plans for the festival should not disturb too many people. I will give you more detail about these fields below. The good public roads which could provide access to the site border the fields which are on the north, south and west of Ballytemplar. Beyond the road which sits to the west of Ballytemplar, there are further fields which could prove useful. The fields to the east of Ballytemplar are bordered by a river. There is also a train station to the south of Ballytemplar which will provide an additional method of transportation.

To go into the area in more detail, the field to the north of the site is a large, rectangular field just like Ballytemplar. Its northern and southern boundaries are the same length as Ballytemplar but I would estimate that the eastern and western boundaries are about half the length of those in Ballytemplar. It is the only field between Ballytemplar and a road known as the Wrexham Road; this is a good, straight road running in an east/west direction.

I assume that there must have been a large estate in the area at some time in the past because all of the fields in the area seemed to have been created as rectangles. This idea occurred to me because the field directly to the south of Ballytemplar is another large rectangle - in fact the length of its four sides seem to be pretty much the same as the field to the north of Ballytemplar; and all three fields are laid out in a row.

To the east of the site are two fields which separate it from the Dart River, a river running south from Wrexham Road and eventually running under another road known as Folley's Road - Folley's Road runs parallel to Wrexham Road; the only field which separates Folley's Road from Ballytemplar is that rectangular field immediately to the south of the site which I have already described to you.

One of the two fields between Ballytemplar and the Dart River fronts onto Wrexham Road - approximately half of its western boundary is shared with the field to the north of Ballytemplar and the rest of its western boundary is shared with Ballytemplar.

The other of these two fields looks like it is about the same size as the one to its north. It fronts onto Folley's Road. Approximately half of its western boundary is shared with the field to the south of Ballytemplar and the rest of its western boundary is shared with Ballytemplar. I think there are some houses and buildings in these fields but we can check that out further later on.

To the west of Ballytemplar is an enormous field; it runs north from Folley's Road for what looks like half a mile or so until one reaches a lane known as Ballytemplar Lane. Immediately to the west of this field is the Broughshane Road; this again is a good straight road which runs from Folley's Road north to Wrexham Road. Ballytemplar Lane opens off this road on its eastern side and runs along the northern hedge of the field I have just mentioned until it opens into the north-west corner of Ballytemplar - just south of its northern boundary. All of Ballytemplar's western boundary is shared with this field; the field to the south of Ballytemplar shares its western boundary with the field as well, until it ends at Folley's Road.

There is one other field on the eastern side of Broughshane Road; this field is bounded on the north by Wrexham Road, on the south by the full length of Ballytemplar Lane and on the east by the field to the north of Ballytemplar.

On the Western side of the Broughshane Road there are three further fields which could also come in useful but we can discuss these in more detail later on.

I hope I have been able to give you a "mind's eye" picture of the area; it really looks most promising for your purposes.

As you will have already gathered, I am excited to show Ballytemplar to you. We can go into Dedham Village and have lunch after our site visit.

To get to the site follow these directions: drive along Folley's Road until you reach the Broughshane Road, turn north onto the Broughshane Road and then travel north for approximately half a mile until you reach Ballytemplar Lane. Turn right (east) onto this lane. The lane can be easily missed as one drives along so it is useful to know that you come to it just after a garage building and some other outbuildings, which you will see on your right at the northern end of the enormous field I described to you earlier. You will see a sign on the garage saying "McNally Brothers' Car Repairs".

Kind regards,

Vera

The following Tuesday Vera met Penny at the entrance to the site, and they walked into the field to meet Fergal McKinney, the owner of Ballytemplar.

Penny immediately loved the site. Her journey had been very smooth and Vera's directions had brought her there very easily.

Penny walked all over Ballytemplar and spoke with Fergal for almost an hour. Fergal told her that the field which ran along the whole of Ballytemplar's northern boundary was called "Wrexham Plains". The field to the south of the site was known as "Folley's Pasture".

Once Penny had exhausted all of her questions, she and Vera travelled into Dedham to have lunch.

At lunch Penny told Vera that she wanted the site; she thought it was perfect for her purposes and she was particularly pleased that there was a train station quite nearby. Fergal had told Penny that years ago the owner of Folley's Pasture had sold part of the pasture to NI Rail Ltd for the purposes of the train station. The station was situated on the north side of Folley's Road, a quarter of a mile east of Broughshane Road. The station was positioned approximately half way between the western and eastern boundary of Folley's Pasture. It was surrounded on its northern, western and eastern sides by Folley's Pasture which gave it a quaint, country character. The railway ran just to the south of and parallel to Folley's Road; passengers actually got on and off their trains on a platform immediately to the south of the road and then got to and from the station via a tunnel under the road.

Vera went back to the office and began to sketch a vision for the site on a map.

While Vera was still considering the necessary practicalities of turning Ballytemplar into a top-class festival venue, Penny met with Fergal to obtain a better understanding of the neighbouring lands.

Fergal was able to produce a map of the area which was very useful and he was also a font of local knowledge.

Penny could see that the Broughshane Road was a good quality B class road and that the only access to Ballytemplar was Ballytemplar Lane.

The field to the north of Ballytemplar Lane was called Hillcrest; this field comprised a series of small hills, forming a ridge which sheltered Wrexham Plains from the prevailing west wind. Fergal was able to tell Penny that Hillcrest was owned by someone called Sarah Carson.

Fergal also explained that the enormous field to the south of Ballytemplar Lane was owned by Martin McNally and that it was Martin who operated the car repair business located in the garage and outbuildings at the northern end of this field; Martin no longer had any partners in this business since his older brother had passed away seven or eight years previously. Martin's field had the entrancing name of "Green Pastures".

Fergal did not own Ballytemplar Lane, but he had the right to use the laneway for the purpose of coming to and from Ballytemplar on foot or with agricultural vehicles for agricultural purposes only. The ownership of the laneway was split in two. The southern boundary of Hillcrest, and the northern boundary of Martin McNally's land met in the middle of Ballytemplar Lane, meaning that Sarah Carson owned the northern half and Martin McNally owned the southern half of the lane.

Unlike Hillcrest, Wrexham Plains was very flat land. It was owned by a woman called Karen Avery. Fergal informed Penny that Karen owned the hedge which separated Wrexham Plains from his lands but that he owned all of the other hedges which formed the boundaries of Ballytemplar.

Folley's Pasture was owned by Williamson & Sons Farming Ltd, which used the land for growing crops. It was easy to see that the station was owned by NI Rail Ltd.

One of the features that made Ballytemplar most suited to becoming the site of Olympus and other music festivals was the sloping land on the eastern part of the site which could be utilised when it came to locating the main stage for events so that audiences could stand on the slope looking down towards the stage.

The northern of the two fields separating Ballytemplar from the River Dart was owned by two sisters called Elaine and Ruth Marcuson; they also owned the whole of the river where it ran past their lands. Elaine and Ruth had inherited this land from their father. The land had been in the Marcuson family for years and had become known as Marcuson's Landing. There was a farmhouse surrounded by a garden in the north-east corner of their lands; they leased this to their nephew, Robert Marcuson - the entrance to this house and garden was off the Wrexham Road. It was a most attractive residence as the garden's eastern boundary was along the river. The house had always been known as "Marcuson House". Elaine and Ruth use the rest of Marcuson's Landing for grazing their horses.

Hillcrest, Wrexham Plains and Marcuson's Landing all opened onto Wrexham Road.

The southern of the two fields between the River Dart and Ballytemplar belonged to Theresa Rankin and was known as Dart Demesne. There was a large stately home surrounded by an area of parkland fenced off from the rest of the lands in the south-east corner of the Demesne; this was known as Folley's House and Theresa owned and lived in this house. Her husband Michael lived with her. Folley's House opened onto Folley's Road as did Dart Demesne. The whole of the River Dart where the river ran along the eastern boundary of Dart Demesne and Folley's House was owned by Theresa.

Penny was pleased to see that the three fields on the western side of Broughshane Road did not contain any buildings (the fewer the buildings, the fewer neighbours to annoy). The most northern field on this side of the road opened onto Wrexham Road and was known as Templar's View; this was owned by Liam Woolf. Directly to the south of Templar's View was a field known as Kilmore Meadow; the northern boundary of this field was opposite Ballytemplar Lane and the field ran for about a quarter of a mile south along the western side of Broughshane Road; it belonged to Ian McKnight.

The most southerly of the three fields sat between Kilmore Meadow and Folley's Road. Fergal said it was called Moore's Copse because it had a plantation of ancient trees on its western side; not surprisingly it had originally been owned by someone called Moore but it was now owned by a company called Farming Solutions Ltd. Both Kilmore Meadow and Moore's Copse opened onto the western side of Broughshane Road.

This was all essential information for Penny; she knew that she would have to negotiate various rights over her neighbours' land so the more she understood about the area the better. After a series of offers and counter offers, Fergal agreed to sell Ballytemplar for £3 million. Olympus Ltd completed its purchase of the Ballytemplar site in early September 2019.

There was no way that Penny could organise Olympus on her own so, in the early autumn of 2019, she began to recruit employees to help her with her vision. The first position that she needed to fill was that of a marketing manager. This was a role Penny had filled with her last employer until she left work. The best applicant by far was a man named Stuart Underwood. Alongside Stuart, Penny hired a secretary named Robert Maxwell and a talent manager named Belinda Roberts, as well as employing Erica Boswell as a part-time financial consultant. The most significant role of all was that of project co-ordinator; Penny appointed Eamon Farrelly to this post. Most of the new employees could do little until plans were finalised but Eamon could begin work immediately.

Eamon's role included coordinating the work of the other staff members. However, he also had the key job of ensuring that Olympus met all of the technical and legal requirements that were imposed on events of this kind; and one of the central tasks in this role was to obtain an outdoor entertainment licence for the festival: without a licence, there would be no festival. Eamon began to work on the application.

Penny knew that festivals were getting a bad reputation for being environmentally harmful: after every festival tonnes of plastic and rubbish are left behind and pollution runs from festival sites to nearby fields and rivers. Penny wanted to have as many environmentally friendly features as possible to counteract any damage caused by the festival. To this end she engaged an environmental consultancy company called Green Business Co. Ltd - in everyday usage the company was referred to as Green Co.

An employee of Green Co visited Ballytemplar in mid-September and produced a report with recommendations for how Olympus Ltd could reduce any negative environmental impact. There were three main recommendations in the report:

## **SUMMARY OF RECOMMENDATIONS**

Having considered recent studies and statistics, there are three main areas of environmental harm which are caused by festivals: plastic consumption, pollution, and consumption of electricity.

To address these three main problems, we have recommended the reduction of single-use plastics, a pollution filtering system and use of a renewable energy source.

Having considered the locality of the site, pollution could be a particularly noticeable issue, with the river being situated so close to the venue. Obviously, there will be properly "plumbed" toilets and showers on site but inevitably festival goers leave a huge amount of rubbish around as well as unconsumed food and water from washing up bowls. I have to say it is also impossible to prevent people from bringing their own camping chemical toilets and then just tipping their content into any convenient ditch they find on site. This is what makes the proposed pollution filtering system essential. This comprises a chemical filter system installed right around and just inside the border of the site. When any polluted liquids would otherwise leave the site, they have to pass through the chemical filter system which neutralises any polluting factors in any run-off. The pollution filtering system removes the harmful pollutants from the water before it enters neighbouring lands, and, eventually, the river system. The system is expensive to install but is very inexpensive to operate. In fact, apart from an annual service, the only ongoing expense is the replacement of the chemical filters every five years after their installation. The chemicals in the filters deteriorate to the point where they cease to be effective five years after they have been manufactured; we understand that the Ballytemplar site will not be used all the time, but unfortunately the chemicals deteriorate at the same rate whether or not they are actually being used.

Use of a renewable energy source is also very important. Ballytemplar's position to the south east of Hillcrest means that wind turbines are not an option. Solar panels will take up too much land on the Ballytemplar site. Our recommendation is that you take advantage of the River Dart to produce hydroelectricity as you will only use significant amounts of electricity when festivals are happening, for much of the time you will be able to store excess electricity in batteries connected to the generator. To make the hydroelectricity system efficient, we suggest locating the turbine which will power the generator in the area of the River Dart which has the strongest current and which is relatively near to the site; this is just south of the Wrexham Road, a few metres south east of the southern boundary of premises I understand are called Marcuson's House.

The one negative of hydroelectricity is that you will need to use neighbouring lands in order to construct the plant. So, as well the turbine actually located in the river, you will also need to be able to construct a building to house the generator; this should be located a few metres back from the western bank of the river parallel to and as near as possible to the turbine. The shaft from the turbine will have to run from it to the generator; and you will need to run an electricity cable from the generator to the Ballytemplar site. You should build a shed on the north-east corner of Ballytemplar; this will house the batteries used to store the electricity so the electricity cable from the generator will run into the shed where it will connect with the batteries. You can then run more electricity cables from the batteries to wherever electricity is needed on site.

You need to be able to access the turbine, shaft, generator and electricity cable for repair and maintenance.

You will need a second source of electricity for the site; this will provide extra power should this be needed to cope with really major festivals and will also be an “insurance policy” should something go wrong with the hydroelectric scheme. We are keeping our eyes open for other renewable opportunities and will consult further on this.

We are also continuing to develop ideas which would allow you to reduce/eliminate the use of single use plastics. We will happily discuss any questions or further information which you might require.

Kind regards,

Green Business Co. Ltd

Penny already knew the general layout for Ballytemplar. A strip inside the eastern boundary would be kept as a backstage area which would be two acres wide. It would be necessary to have access to this area for vehicles bringing equipment and supplies without them having to drive through the rest of the site where the public would gather. The only sensible means of providing this access was to create an opening towards the north-east corner of the site (just west of the battery shed) and to run a laneway from the opening due north until it reached the Wrexham Road.

By early October Vera had finally finished the full plans for the site. She helpfully attached a letter with a "to do" list to the plans, outlining property rights Penny would have to negotiate on behalf of Olympus Ltd.

Her letter read:

Penny,

I know you have been working on some of the rights you will need over neighbours' lands already but below you will find various other rights which we have identified as being necessary if the site is to be developed along the lines of our proposals.

I look forward to hearing from you as your negotiations develop.

Proposals:

As we have already discussed, a two acre wide strip running along the length of the eastern boundary of the site will be reserved as a backstage area.

We do not think that it is an efficient use of land to have a car park on site. However, there is a field on the western side of Broughshane Road which would prove ideal for this purpose. I do not know what the field is called but it is immediately to the south of the field which is known as Templar's View. The field is used only for grazing livestock. We visited this field during one of our site inspections; its soil is extremely "chalky" with very good drainage so there will be no need to carry out any works on the field to use it as a car park - you would just need to set out temporary "markers" showing the various parking bays. I see no need for you to actually buy the field; you only need to be able to use it for the period when festivals are happening; in fact the field is so large you would not need to use the whole field even for your largest festival.

Even though there will be no car park on site, you will still need a pick up and drop off area for coaches and taxis. This should be constructed in the north-west corner of the site, immediately as one enters Ballytemplar from its existing access point. The area it covers should be a square, measuring approximately an acre in size.

Ballytemplar Lane will have to be widened to allow coaches to travel along it in both directions; this will involve widening the southern side of the lane by 10m to accommodate the necessary extra width of roadway (the existing lane is just finished in hard core - obviously the whole new roadway will have to be brought up to a much higher standard and finished in tarmac etc).

You will also need to build a footpath along the southern side of the widened lane. This should be approximately 4 m wide. This will be the footpath used by those who park in the field we propose using as a car park. The Broughshane Road will be busy with traffic at festival times but we have consulted with Road Service and it has confirmed that it will be prepared to build a footbridge over the road at the same latitude as the entrance to the footpath. Fortunately, there are wide grass verges on both sides of the road (which are also owned and maintained by Road Service). The bridge would reach from the grass verge on one side of the road to the grass verge on the other side.

The new footpath running along Ballytemplar Lane will open into the drop-off area.

Fortunately, both the widened road and the footpath can be accommodated without interfering with any of the existing buildings at the northern end of Green Pastures.

We propose that you construct an enormous arch at the western entrance to Ballytemplar Lane just after one turns off Broughshane Road. This would create an "impact" and become a real landmark. The northern side of this arch would be just north of Ballytemplar Lane and the southern side would be just south of the new footpath.

The camping area should be in the middle of the site along its southern boundary. This should be approximately 25 acres in size.

Our consultations have shown that a permanent toilet block capable of dealing with the numbers you hope to attract to Olympus would be significantly in excess of what you would need for other events: we suggest that the best course of action is to hire the appropriate number of temporary toilet and shower units for each event - these can then be cleaned and serviced by the hire company as part of the hire agreement. These hire companies can install their own temporary water tanks to supply water to the showers and toilets - they use their own tanker vehicles to fill these up two or three times a day.

I am guessing that, for an event the size of Olympus, you might need approximately 300 temporary toilets across the site and 50 showers in the camping area. However, I must emphasise that this is not my area of expertise and that the above is not even an educated guess - you really do need to discuss numbers with the company you engage to provide the toilets and showers and be guided by it as to how many you will need.

As already discussed, the main stage will be towards the eastern side of the site just west of the two acre "backstage" area. This will be a permanent stage.

The food, drink, shopping and exhibition area will be in the centre of the site just north of the camping site.

To facilitate those coming by train, we will need a footpath running due north from the northern boundary of the train station to the southern boundary of the site; this will provide safe access to the site.

We did previously discuss your idea of having an upmarket "glamping" site for people who wanted to stay in more luxury than will be available for general campers. To enhance the feeling of exclusivity, the glamping site should be in a completely different location from the general camping site so should be located in the south-west corner of the site; this need only be approximately ten acres in size. To make this area more glamorous and comfortable, we will need a permanent toilet and shower block which should be positioned in the north-west corner of the glamping site. Residents in the glamping section will reserve semi-permanent tepees provided by Olympus. The water for the toilet and shower block will be provided from the mains. Officials from Northern Ireland Water have told me that the nearest mains water pipe runs along Folley's Road and that the nearest point at which it would be appropriate to connect to this pipe is under this road just southwest of the station.

The nearest main sewage connection for this toilet and shower block is under Broughshane Road, a few metres to the north of Folley's Road. The sewer pipe will run diagonally from the shower block to this point.

There will also be a second, much smaller permanent stage, the "Donard Stage", this can be used for up and coming new artists. Obviously, depending on the size of the festival, other, temporary stages can be hired and installed if appropriate.

Now that everyone had the completed plans, the staff could really get started on their tasks.

The most urgent task was obtaining an outdoor entertainment licence. To obtain such a licence, an applicant has to advertise the application in all local newspapers at least 28 days before the application is due to be determined. This advertisement would cast the spotlight directly onto Olympus. Penny accepted that this would probably lead to the various landowners increasing the amount of money they would require for granting the rights she sought over their properties.

In fact, over October/November 2019 Penny was pleasantly surprised to discover that she was able to negotiate and put in place all the necessary rights without having to pay sums which were particularly exorbitant.

The owner of the field which Vera had proposed could be used for parking decided that he did not want to grant Olympus Ltd this right. However, he explained to Penny that he would operate the field as a parking area himself. Instead of Olympus Ltd paying him a sum of money for the granting of the right, he would just charge each vehicle owner at an hourly/daily rate for permission to park in the field. The vehicles could come and go using the existing gate into the field from Broughshane Road. To get to and from their cars on foot the users of the car park would have access to a smaller gate in the north-east corner of the field, a little to the north of the footbridge which Road Service had agreed to build; they could then walk down the grassy verge to this bridge.

Road Service confirmed that the verges on Broughshane Road were part of the public road and also confirmed that there would be a public right of way over the footbridge.

Obviously the original right of way over Ballytemplar Lane was not nearly extensive enough for Olympus Ltd's purposes but Penny was able to negotiate a right of way over the laneway for staff and visitors of Olympus Ltd to get to and from Ballytemplar. She took the precaution of having the right of way granted to cover pedestrians as well as vehicles even though it was expected they would use the new footpath.

Penny did offer that Olympus Ltd would construct the extra width of laneway required to make it wide enough but the owner of the lands decided that he wanted to carry out this construction work - the price that Olympus agreed to pay him for the right of way made this well worthwhile; during negotiations he explained that Sarah Carson had agreed to sell him the northern half of the laneway and he agreed with Olympus Ltd that he would pay a contractor to resurface the whole laneway once the construction works were finished.

Although he wanted to carry out the works to the main laneway, he was happy to agree that Olympus Ltd would construct the footpath (although he would own it); Olympus Ltd would be allowed to use it for staff and visitors to go to and from Ballytemplar.

NI Rail Ltd agreed to create an opening in the northern fence around the station grounds - when Penny walked around the station premises with the person NI Rail Ltd had authorised to negotiate any necessary rights it was immediately obvious that anyone trying to get to the opening would have to walk over an area of rough ground

which ran between the station platform and the northern fence. It was agreed that NI Rail Ltd would construct a footpath over this ground. It was also agreed that staff and visitors to Ballytemplar would have the right to use this footpath to get to and from the site but only if they were travelling by train - the footpath was not to be used by other staff or visitors who were travelling by some other means.

Olympus Ltd obviously needed another footpath running due north from the opening in the station's northern fence until it reached the southern boundary of Ballytemplar. The owner of this field decided to construct the footpath itself but was willing to allow Olympus Ltd a right of way for all its staff and visitors to Ballytemplar who were passing to and from the station; again it did not want people who were not travelling by train to use the footpath.

Sorting out the rights necessary for the hydroelectric system was a little complicated. In the end, the owners of Marcuson's Landing agreed to sell Olympus Ltd the little piece of land it needed on which to construct the generator building. They also agreed to allow the company to construct a four metre wide path from the site of the generator building to the western corner of the northern boundary of their lands (where an existing gate opened on to Wrexham Road). It was agreed that the land owners would own this path but would allow Olympus Ltd to use it with or without vehicles and machinery for the purposes of constructing, repairing, and maintaining the generator building and all the machinery inside it.

The owners also granted Olympus Ltd the right to install the turbine in the river, the shaft from the turbine to the generator building and the electricity cable from the generator building to the north eastern corner of Ballytemplar as well as the right to then use the turbine, shaft and cable. It was agreed that Olympus Ltd could pass over the lands of Marcuson's Landing (with and without vehicles and machinery) for the purpose of maintaining and repairing the turbine, shaft and cable.

The owner of Wrexham Plains decided that she would prefer to construct the lane that Olympus Ltd required over her lands but was happy to grant it the necessary right of way with vehicles to and from Ballytemplar. However, she did not agree to pedestrians using the lane.

Penny also had agreed the rights to do with the sewage pipe and water pipe needed for toilets/shower block on the glamping site. The owners of the respective lands through which these pipes were to run granted the required rights on the basis that Olympus Ltd would carry out any necessary works (with the landowners retaining ownership of all parts of their lands) and that the rights granted to Olympus Ltd would include the right to come onto their lands (with and without vehicles and machinery) for the purposes of repair and maintenance.

All of the staff at Olympus were very nervous about the application for the outdoor entertainment licence; it was the first time that the Council would become "officially" aware of the plans for Ballytemplar. Thankfully, the councillors were very excited at the prospect of the tourism and revenue that festivals would generate for the district. All the businesses within Dedham and the surrounding area were equally excited, so no one created any opposition to the application.

At a Council meeting in late October, its members made it clear that they supported the application, but with one modification. The Council wanted a number of emergency exits near the main stage to be created so that there were four emergency exit points in the northern boundary of the site. Penny was happy to agree to this. She asked the Council whether it was sufficient that four large gates be installed in the northern perimeter hedge. The Council agreed that these gates would be sufficient, so long as they could be opened at all times.

Penny spoke to Karen Avery about the practicalities of implementing this new requirement. Karen agreed to allow any visitors or staff from Ballytemplar to enter onto her land in the event of an emergency. She was also happy for Olympus Ltd to install the four gates in the hedge separating Ballytemplar from her lands.

After the plans were amended to reflect these requirements, at its next meeting in the last week of November, the Council granted Olympus Ltd a provisional outdoor entertainment licence; this was all that could be granted at this stage as construction works had not yet started. Once the works on the site were finished, the Council could then grant a full licence as long as the conditions of the provisional grant had been met. The conditions in the provisional grant included all the elements set out in the reports provided by Walts and by Green Co and the modification insisted on by the Council at its previous meeting.

The licence application had created a lot of excitement within the village.

Erica had been working hard to produce information which would attract funding for the project. In early December, she began to arrange meetings with potential investors. There were two types of investors that Erica was hoping to secure: sponsors, who would receive no financial reward for their investment but would instead benefit from the advertisement of their businesses; and investors who would simply buy shares in the company and in return would receive a dividend out of any profit made by Olympus Ltd.

Erica and Penny arranged several meetings in the first two weeks of December and, by mid-December, the following agreements were in place.

Tent World NI Ltd, which was often referred to simply as Tent World, was the first sponsor to come on board. It agreed to provide and set up the “glamping” tepees for festivals involving customers staying on site for one or more nights. It would not charge Olympus Ltd for the use of these tepees in return for being allowed to place an advertisement on the side of each tepee and being allowed to erect a large marquee in the shopping and exhibition area free of charge, from which it could sell tents and camping equipment to the festival goers and also advertise its products - its sales team was sure that a lot of people would not come properly prepared and would be only too glad to buy new or additional equipment at festivals.

The second investor agreed to sponsor the entire Donard Stage; this Company was Cocktail NI Ltd, usually known as Cocktail NI, a specialist in ready mixed cocktails. It agreed to pay £30,000 for its sponsorship package. This would cover the costs associated with the erection of the Donard Stage. In return, the Donard Stage would be renamed “Cocktail NI’s Donard Stage” and Cocktail NI would also be allowed to

erect a stand in the shopping and exhibition area from which it would give cocktail mixology classes - again, this would be free of charge.

A man named Nigel Johnston was the only investor who sufficiently believed in the success of the project to be willing to become a shareholder in Olympus Ltd. He invested £3 million in return for 75 shares.

By this time, Penny had decided to hold the first Olympus festival over the Bank Holiday weekend in August 2020. The festival would start on Saturday 29<sup>th</sup> August and finish on the morning of Monday 31<sup>st</sup> August to allow campers to pack up their belongings. This meant that Belinda was also working hard, trying to secure the acts who would perform at the festival. She was pleased with the progress she had made by late December. She had booked a band called East-Death to play the Saturday evening slot on Cocktail NI's Donard Stage. Belinda had also secured the majority of the other acts she needed for the Saturday and Sunday, including one of the headline acts for the main Olympus stage.

Ben Franklin had 20 Top Ten Singles, seven Platinum Records and 11 Top Ten Albums to his name. Belinda could not believe her luck in securing Ben to be the headline act at the festival on the Sunday.

Excitement began to build in the village. However, Liam Woolf was not remotely excited.

Liam had used the lands of Templar's View for various farming purposes over the years. He knew that his property was very valuable because of its development potential; indeed, over the previous couple of years, several developers had contacted him with a view to purchasing his lands. Liam knew that several large and impressive detached houses could be built on Templar's View, each one with a sale value of approximately £500,000. Liam did not want to sell his ground yet, he thought he could get more if he waited for property prices to rise further. However, he felt comfort in knowing that he owned such valuable land in case he ever needed it.

Liam had been on a tour of Australia and New Zealand for the eight weeks before the application for the outdoor entertainment licence had been approved by the Council. He had not seen any of the advertisements in the local papers, nor had he spoken to any of his neighbours, and so he had missed his opportunity to raise any objection to festivals taking place on the property near his land.

When Liam returned home to celebrate Christmas he quickly heard about Olympus Ltd's plans; it did not take him long to realise that there was no longer any prospect of selling houses on his land for a price of £500,000 each; no one would spend that amount to live that near to a festival site. He had this confirmed by a property surveyor, who told him that any houses built on the site would now be worth a maximum of £250,000. Liam was less than amused. On 2<sup>nd</sup> January 2020 he contacted the offices of Olympus Ltd and, as soon as the phone was answered, he demanded that he speak to the person in charge. Robert Maxwell told him that Penny Hamilton was the managing director of the company but that she was not available as she was in a meeting. Robert offered to take a message to give to Penny. "Tell Hamilton to be ready for a hell of a fight! I won't let her do this, she can either pay me one million pounds by

the end of the month or she can cancel the festival; I've a great imagination and I can spread dirt about her which will mean no one will want to work with Olympus. I will make her life too difficult to bear. She can make the cheque out to Liam Woolf and leave it at Templar's View", Liam exclaimed.

Liam immediately began to contact the other neighbouring landowners to rally their support to oppose Olympus Ltd's plans and to make it as difficult as possible for the Olympus festival to succeed. However, to his dismay, he quickly realised that these other property owners already knew all about Olympus and had actually facilitated the creation of the Ballytemplar site by the deals they had done with Olympus Ltd in October and November.

Liam realised that he would get no support from his neighbours; indeed, as well as the payments which Olympus Ltd had made to secure the various rights, some of these neighbours saw other ways they could benefit from the festival site. For example, Martin McNally had already decided that he would extend his car repair business to include a car wash and valet service. Ian McKnight had agreed that Martin could position the equipment which he would need to offer these services to festival goers in the south west corner of McKnight's land.

Tyler Jackson, the managing director of Farming Solutions Ltd, had always wanted to branch out into renewable energy. He decided to install solar panels on the company's land and sell the energy to Olympus Ltd and other local businesses.

When Tyler approached Penny with the idea she was delighted to find her second source of renewable electricity for the site; however, she did not want to have to negotiate any more property rights. She agreed with Tyler that, if his company could install the cable for this electricity to be transferred to the site, she would arrange for the necessary transformer to be installed in the south west corner of Ballytemplar; the cable would connect with this transformer and Olympus Ltd would purchase the electricity from Tyler's company at an agreed price per kilowatt used.

NI Rail Ltd made the same arrangement to purchase electricity from Tyler's company. Farming Solutions Ltd was to be responsible for installing the necessary cable to bring this electricity supply to a transformer which NI Rail Ltd would install just within its western boundary.

Tyler worked out that, in order to catch the maximum amount of sunlight, the solar panels would have to be positioned in the south east corner of his company's lands. From there he could run a cable under Broughshane Road and then in a north east direction through Green Pastures until it reached the western boundary of Ballytemplar near its southern boundary. To service NI Rail Ltd, he could also run another cable under Broughshane Road and then in an easterly direction through Green Pastures and then through Folley's Pasture until it reached the western boundary of NI Rail Ltd's lands.

Tyler was delighted to discover that Roads Service gave him permission to open Broughshane Road and install the two cables underneath it and by the end of December he had also been able to negotiate the necessary rights to install the cables

under his neighbours fields and then use them; he was also given the right to enter the respective owners' fields to maintain and repair the cables.

Theresa Rankin had decided to build a restaurant in the north east corner of her property. This would be a small gourmet restaurant, with lovely views over the river. Theresa had owned several restaurants before, but had always wanted to operate a boutique, "high end" venue.

Penny was thrilled with the possibility of a restaurant in such close proximity to the festival that would be of sufficient quality to tempt VIPs and performers. This was what Theresa was banking on, and she planned to build a footpath running directly west from the restaurant to the boundary with Ballytemplar. Penny was happy to create an opening in this boundary so that festival ticket holders could walk from the restaurant into Ballytemplar.

The water for the restaurant could be connected to the nearest mains water pipe, which ran under Wrexham Road; the most suitable connection point on this road was just to the north of the western corner of Marcuson's Landing. The owners of Marcuson's Landing agreed to let Theresa install and use a pipe from this connection, south east to her restaurant; she was also granted the right to enter these lands to maintain and repair this pipe.

There was no mains sewer pipe to which Theresa's premises could connect. Theresa therefore had to build a new septic tank right beside the restaurant. Fortunately, she could keep all of the soakaway pipes running from this septic tank within her own lands.

Theresa also needed a new connection to the mains electricity supply: the nearest connection was under Folley's Road, just to the south east of the eastern boundary of the train station.

Theresa was on very good terms with her neighbour which was happy to grant her the necessary right to lay and use the cable as well as to enter the lands to maintain and repair it. This meant that Theresa was able to start work on her restaurant in early January.

Meanwhile, Belinda was delighted to finally secure "Capture That" as the headline act for the main stage on Saturday evening. This band comprised three members: Tom Wilkinson, Lara Jamieson and Frank Potter. Belinda sent a contract to the band members for them to agree to and sign. Capture That had been very successful in the previous year and had become Europe's biggest selling band. This meant that its members liked to make demands. They returned the contract with a few amendments. These included requirements that they would be provided with room temperature water, 5 star accommodation, and meals of their choice throughout their stay at the festival. They made one other amendment which Belinda did not properly review: that no other band would be allowed to play at the festival during their Saturday evening performance. Belinda agreed to the amended contract and, in early February, it was signed by Penny as managing director of Olympus Ltd and then by the three band members.

By the end of March a number of other performers had been booked to play both stages throughout the sessions which had not already been committed to Capture That, East-Death and Ben Franklin as well as playing on some smaller, temporary stages which were to be erected. The confirmation of all the musical acts allowed Stuart Underwood to begin marketing the festival and selling tickets at the beginning of April. Penny was always confident that Northern Ireland had the appetite for a festival just like Olympus. This confidence was affirmed by the fact that all of the festival tickets sold out within 72 hours of being released. There were many disappointed people who either could not afford to buy a ticket, or had not been sufficiently organised to buy one quickly enough.

Roseanne Martin fell into the latter category. She had really wanted to go to the festival and felt that it wasn't fair that someone like her, who knew every word of Capture That's songs, would not be there to hear the band and yet many of those who obtained tickets would just be going because they feared missing out.

Roseanne was determined that she would get into the festival; she was the only person in her group of friends who had not managed to get a ticket. Roseanne's brother, Ambrose, had previously found himself in the same predicament and he had always managed to get tickets; he admitted that he usually failed to get "official" tickets, but he knew somebody who could provide Roseanne with the next best thing, Patrick O'Donoghue.

Roseanne phoned Patrick, who agreed to help her by creating a fake ticket, which would only cost her half the price of a real ticket. Roseanne was filled with equal amounts of excitement and apprehension.

Meanwhile, the works on Ballytemplar were making good progress.

A company called Pollution Solutions Ltd had been chosen to provide the pollution filtering system, as per the environmental report. This comprised a series of filters which were inserted a metre deep into the ground inside the perimeter of the site. Any liquids that left the site would be filtered through these filters, which removed pollution, leaving purified water. This prevented any pollution from entering the neighbouring fields and making its way into the nearby river. Pollution Solutions Ltd was the only company in Ireland which supplied the pollution filters recommended by Green Co. It contracted to provide a system which would prevent any polluted water from leaving the site.

In early April, staff from Pollution Solutions Ltd arrived to install the pollution filtering system. It took them three days to finish the work. Judy White, the company's operational manager, arrived at the end of the third day to ensure that the system was installed properly and that the company's employees had done a top class job.

Judy was relieved that her employer had secured this contract. Seven years ago the company had been asked to install a filtering system around a huge industrial plant near Newry. This had been the biggest order it had ever been asked to fulfil. Unfortunately, before the system was installed, the firm which was to use the industrial plant was declared bankrupt and the project was cancelled. Pollution Solutions Ltd

had been left with thousands of unused chemical filters. Judy was glad that they could use these old filters in the Olympus project.

Olympus Ltd had engaged Outdoor Construction Ltd to take care of the general construction jobs, such as building the laneways and hard surfaces on the site, installing the shower and toilet block in the glamping area, and installing the fire safety exit points.

By early August, Outdoor Construction Ltd had completed most of the works for which it had been contracted; there were just a few jobs left to finish. Two of the company's employees, Ben Logan and Noah McMullan were given the task of installing the four gates in the northern boundary of Ballytemplar necessary to comply with the requirement the Council had imposed in relation to granting the outdoor entertainment licence. By late afternoon on 4<sup>th</sup> August the lads had installed three of the four gates, so they decided to have a tea break before installing the final gate. Ben put the two hinges for the gate in his pocket and walked with Noah to the porta cabin supplied by his employer where they had their tea.

Half an hour later, Ben and Noah walked back to the final gate, the one nearest to the area where the main stage would be installed. When it came to the point where they needed to fit the hinges, neither Ben nor Noah could find them. Ben remembered that he had put the hinges in his pocket, but they were no longer there. Ben was terrified to own up to this mistake. Lily Fegan, Outdoor Construction Ltd's site manager, was notoriously hard to work for. She had already dismissed three employees that week for making small mistakes. "Small mistakes cause big losses", she constantly reminded the team. Ben and Noah panicked. Noah agreed to go back to the porta cabin to see if he could find the hinges. Ben was pessimistic about Noah's mission and he knew that he and Noah had only been provided with enough hinges for the four gates, there were no spares on site. He therefore decided that he would screw the gate to the gate post. It would look like a functional gate, but it would not be able to open. Ben decided he would buy two hinges himself and come back in his own time and change the screws to hinges. He didn't think anyone would try to open the gate in the meantime.

As Noah walked back towards Ben at the gate, he was relieved to see that Ben had already fixed the gate to the gate post. Ben told Noah that he had found the hinges in a different pocket. Noah was very relieved, he had thoroughly searched the porta cabin top to bottom and certainly had not found any hinges there.

By this time, Theresa Rankin's restaurant had been built and fitted out. She decided to keep its name simple, calling it "Folley's Rest". The last part of the works to be finished was the pathway from the restaurant to the boundary with Ballytemplar. Theresa asked the company which had built the restaurant, K LW Construction Ltd, if it would lay the pathway as well, but it had more lucrative projects which it needed to start immediately. Michael Rankin suggested that they hire a local builder, James MacArthur, who traded under the name, "Five Star Contractors". The director of K LW Construction Ltd told Theresa that, whomever she hired, she should make sure they removed the grass and the top 300 mm of soil, then laid at least 200 mm of compacted hard-core before laying at least 100 mm of concrete. Theresa explained this to James and told him to make sure that he complied with these requirements.

James arrived on site on 3<sup>rd</sup> August with his apprentice, Mark Lowry.

Theresa was impressed with the speed at which James and Mark were able to complete the pathway; they had the concrete path laid in a day.

Theresa remarked to Mark on their efficiency and Mark agreed with Theresa that they were much quicker than most contractors. Mark had been responsible for mixing the concrete for the path but James had been the person who actually laid the path – he told Mark that it was such a simple job he did not need any help; after he had finished he explained to Mark, “A lot of contractors will say that you need to remove the grass and lay a lot of hard-core when you are laying concrete on top of grass and that you should lay a good depth of concrete as well but I never have, and I’ve not had too many difficulties. I just cut the grass and put a centimetre of concrete over it and that does fine”. Mark decided not to mention this to Theresa.

Eamon was onsite overseeing the erection of the new stages when Liam Woolf arrived at Ballytemplar one morning. Liam was driving so quickly that Eamon had heard his car engine revving as soon as he had turned onto Ballytemplar Lane. Liam did not stop at the entrance and drove to the middle of the field where Eamon was standing. Liam did not slow down as he approached Eamon until the very last moment when he suddenly applied the brakes. His car came to a skidding halt a few metres away from Eamon and leaving 10 metres of tyre marks in the grass. Leaving the engine running, Liam jumped out of the driver’s seat. Without taking a breath, Liam began to shout expletives at Eamon. “Mark my words, this festival will not be going ahead. See those stages? See those toilets? Some of them won’t be working come the festival. If the police want an explanation, I can give them one: I told you I wouldn’t let this festival go ahead.”

Without giving Eamon any time to respond, Liam jumped back into his car and sped away. As he began to drive towards the exit, Liam noticed one of Olympus Ltd’s signs lying propped up against a fence post. Eamon saw Liam wind down his car window, lift a glass bottle from his passenger seat and throw it through the window at the sign, leaving several scrapes on the sign. Without stopping Liam drove off.

Eamon was furious and he did write up an incident report about what Liam had said and done; he was glad that he would be on site for the next couple of days in preparation for the Council’s assessment of the site for the purpose of the outdoor entertainment licence. If there was any trouble, at least he would be around to deal with it.

On the morning of the Council’s site inspection, Eamon arrived early to make sure Liam had not been on site overnight making trouble. He was relieved that he could not find any problems at all. As one final precaution he went to the northern perimeter of the site to examine the four gates which the Council had requested be installed as emergency exit points. The first three gates worked perfectly. However, Eamon could not get the fourth gate to open. He tried and tried before he noticed that the gate had been screwed to its supporting post rather than installed using hinges. Eamon did not have time to call Lily Fegan back on site to fix the problem. “Hopefully the Council inspector won’t check”, he thought, “and if she does, we’ll just say it’s to be fixed this afternoon”.

The Council inspector, Jayne Richardson, arrived a few minutes later. She was very thorough about making sure the site matched the plans exactly. She spent hours inspecting the stages, inspecting the camping and glamping areas, inspecting the toilet and shower block and so on. However, just as she approached the northern fence, there was a heavy downpour of rain. By the time Jayne had opened two of the gates the rain was falling so heavily that she could hardly see. She did not try to open the third or fourth gate, assuming that they would open perfectly just like the first two.

Eamon breathed a sigh of relief, and a smile came across his face when Jayne told him that the site had passed the inspection and the full outdoor entertainment licence would now be granted. "I must get Lily to have that gate fixed", he thought to himself as Jayne left the site. Eamon did intend to get in touch with Lily, but he became so distracted with final preparations that he completely forgot about the gate and about contacting her.

The first day of the festival finally arrived. Roseanne arrived by car with her two friends Claudia Philpott and Declan Trainor. They parked the car in Ian's field, unloaded their luggage and queued at the entrance to go through the ticket booth. Roseanne had not told Claudia or Declan how she had managed to get a ticket. They assumed that she had bought one privately from somebody who could no longer go to the festival. Roseanne made sure that she was the second of the three of them to go through. With each person who went through the booth, Roseanne became more and more nervous. It appeared however that there was no need for nerves as the steward tore off the ticket stub and handed it back to Roseanne without so much as a second glance.

Roseanne gave a sigh of relief as she entered the festival and then gasped as she took in the scale of the venue. The three friends went straight to the camping ground to get a spot for their tents; the girls were sharing a tent and Declan had brought his own. They set up as quickly as they could and began to explore the rest of what the festival had to offer.

Cocktail NI was running a complementary mixology class as a welcome event starting at 5 o'clock. That gave Roseanne, Claudia and Declan enough time to walk around and to catch one of the warm up artists performing on one of the temporary stages before strolling over to the shopping and exhibition area for some cocktails.

By the time 7.00pm came, Roseanne, Claudia and Declan were standing in front of the Donard Stage engulfed in the music of East Death, totally unaware of the time.

Another group of friends, however, were still taking full advantage of the cocktails at the welcome event. Evie Corr, Turlough Donnelly and Cheryl Peterson were really enjoying themselves. Turlough and Cheryl were both 18, but Evie was only 17. This was not usually a problem for Evie, who looked much older than she was. She always borrowed her sister, Sophie's, ID to get into clubs, and Turlough and Cheryl would usually order the drinks so that she did not have to present her ID any more than necessary. After 6.00pm customers had to pay for their drinks; by 7.00pm the bar staff refused to serve Turlough and Cheryl any more cocktails, advising them that they had drunk enough for the evening. Turlough and Cheryl persuaded Evie to order another round of drinks. Evie went to the bar and ordered the signature cocktail which Cocktail NI's bar staff had created for the festival. This was known as the "Olympus" cocktail.

Evie ordered a pitcher and three glasses. Ronan Mulholland, the bar tender, asked to see Evie's ID. Evie confidently presented Sophie's ID, and answered any questions that Ronan had for her. "Okay, that will be £13.95 please", Ronan said. Evie put her debit card into the card reader, entered her P.I.N. and waited for the machine to authorise the purchase. When the receipt was printed, Ronan removed the debit card from the machine and handed the card back to Evie. As he was doing so, he noticed that the card did not belong to Sophie Corr, it belonged to Evie Corr. "Enjoy your drink, Evie", Ronan said. "Thanks", Evie said. Then Evie realised she had given the game away. She snatched the pitcher of cocktail and quickly disappeared into the crowd, grabbed Turlough and Cheryl before Ronan could follow her, and hurried to the other side of the marquee. "Don't think I don't know your two friends have been buying for you too!" Ronan shouted. The three friends had been sitting quite near to the bar and Ronan had seen Evie drinking the cocktails the other two had bought for her. Ronan was upset because he did not want Cocktail NI to get the reputation for serving underage drinkers. He knew Turlough's and Cheryl's names as he had checked their identities earlier on that evening.

The three friends found a quiet spot to drink their cocktails. Then they wandered up to the Donard Stage to hear East-Death. Here they met up with Roseanne, Claudia and Declan. The two groups of friends immediately hit it off and they decided to go to the main Capture That event together. Cheryl and Declan got on particularly well. They all arrived at the main stage at around 8.45pm. The crowd appeared to be quite restless. Capture That had been meant to start at 8.15pm sharp. The crowd began to sing and chant, hoping it would encourage Capture That to come onto the stage. Little did everyone know that the band was refusing to go on to stage because they had realised that East-Death were still playing (in fact East-Death was booked to play until 9.00pm).

Some members of the crowd had consumed far too many drinks by this point. They began to get impatient. Tom Beattie, who was about 10 metres back from the stage, lost his temper and threw his empty beer bottle towards the stage. The bottle did not make it far enough to hit the stage; instead it hit the shoulder of Patricia Jelly, a girl standing in the front row, hard enough to hurt her, but not hard enough to bruise or cut her. Patricia's boyfriend Ian Harkness was furious; he did not know who had thrown the bottle but he could work out the general direction from where it had come. He lifted his own bottle of cider and threw it back towards where Tom was standing. It did not hit Tom but did hit his friend, Ronnie Rooney. In fact, the bottle hit Ronnie so hard it split his head open. At this point the security guards whom Olympus had hired began to struggle through the crowd to reach Ronnie, Tom and Ian - they had been standing with their backs to the stage and had seen everything.

Not everyone in the crowd had seen what had happened and so they began to push back against the security guards. This in turn led to much of the crowd being shoved back and forth. Lexi Clarke had suffered from anxiety for a long time. This was exactly the type of situation she had always feared, being in an uncontrolled crowd which could crush her at any moment. She saw an exit gate near to her, and in her panic she pushed her way to it and tried to open it to escape the crowd - but the gate would not open - it was screwed to its post. Some other people gathered behind Lexi, hoping to follow her out of the gate. These people pushed forward against Lexi, who was forced against the gate, causing bruising to her ribs and arms. Just in time to save Lexi from further injury, additional security guards arrived; they calmed the crowd and dispersed

them away from the gate. Lexi immediately went to seek medical attention at the ambulance which NI Ambulance Service had provided in the Ballytemplar grounds. Lexi's friend, Rachel Warren, was very upset that the gate would not open. She could not stop thinking about what would have happened if there had been a real emergency. Rachel took photos of the gate and decided to report the issue to the local Council.

Meanwhile, the security guards had reached Ronnie; they could see that he had a deep wound on his head. One of the security guards, Owen Crothers, removed Ronnie from the crowd and brought him to the ambulance. Ronnie tried to struggle free from Owen, but Owen was far too strong for him. Tom was so drunk that he found the situation amusing and did not put up a fight when the security guard reached him. Ian, however, did not go nearly so quietly. Ian was outraged that he be taken away from the concert when he had simply been defending his girlfriend. Ian threw his body weight from side to side attempting to break free from Matt Wilcox, the security guard who was holding on to him; but Matt was too strong. At this point Patricia, who was following Ian, began to hit Matt, punching his nose so hard that it began to bleed, but even that was not enough to force Matt to let go. Patricia continued to shout obscenities and scream at the top of her lungs in her effort to distract Matt enough for Ian to get away but nothing was going to stop Ian from being removed from the area.

Patricia turned around to see Tom who was also being led away by the security guards. "You, you are the one who hit me! This is all your fault! I am going to kill you when I get my hands on you!"

By this time Ronnie had realised that struggling against the security guards was pointless and he really wanted to go back to the concert. He put up no further resistance until he reached the Ambulance Service's ambulance. The ambulance had two paramedics inside. Rose Campbell asked Ronnie to fill in a form with all of his personal details, before giving him a local anaesthetic to reduce the pain. Jackie Brown had to staple closed the cut on Ronnie's head, the cut being too long and deep for stitches. Once the treatment was over, Rose told Ronnie that he might have concussion and he should go home where his family could look after him. Ronnie had no intention of doing this. When Rose turned her back, Ronnie grabbed a packet of tablets that were sitting on a shelf beside him inside the ambulance. He had no idea what they were, but he was sure if he took enough of them they would sort everything out.

Rose turned around in time to catch Ronnie's movement out of the corner of her eye and to see him put the packet in his pocket. She knew that there had been a packet of four tablets on the shelf beside Ronnie. She demanded that Ronnie empty his pockets, but Ronnie refused. At that point Ronnie jumped up and pushed Rose so hard that she fell to the floor of the ambulance. He jumped out of the ambulance and disappeared back into the crowd.

Rose shouted for the security guards but they were too slow to catch Ronnie. Fortunately Rose was shaken rather than badly hurt and, after she had steadied herself, she checked the ambulance's drug schedule and realised that Ronnie had made off with a packet of diazepam tablets. She explained to the security guards everything that had happened.

Ronnie made his way back to the arena, just in time for Capture That's biggest hit, "Hello Girl" (around 9.00pm, and conscious of the crowd's growing unrest the Capture That band members had reluctantly agreed to perform rather than cause a riot, but they made it clear to Penny that she had not heard the last of their displeasure that East-Death had been playing so late in the evening).

Relieved that Capture That had finally agreed to go on stage, Penny decided that she would like to see how her festival was going from the perspective of the average visitor. She took off her "Staff" lanyard and mingled in the crowd listening to Capture That. She happened to bump into Roseanne and the two of them began exchanging pleasantries. Roseanne told Penny her name; Penny remarked on the difficulty of getting a ticket, to which Roseanne replied, "Tell me about it. I wasn't able to get a real ticket. I had to get someone to create a replica, he's a guy called Patrick O'Donoghue, he is so good no one can tell the difference, I don't think I'll ever buy a real ticket again".

Penny was disgusted at what she heard and was about to confront Roseanne when the swaying crowd separated them; Roseanne was swallowed up within a sea of people. "Don't think I'll forget this," Penny muttered to herself, "I'd know you anywhere you chancer".

By midnight, Capture That had finished its performance, but the crowd were still mingling. When it began to rain, Roseanne and Claudia decided they would head back to their tent. Declan said he would catch them later and offered to walk Cheryl back to her glamping pod. Cheryl, who preferred a little bit of comfort, was staying in the glamping area.

Roseanne and Claudia had real trouble finding their tent. By this time it was raining quite heavily and they could not locate their tent in the dark. They took cover in one of the nearby portable toilet blocks to discuss what they would do next. Louis Cowell, who had been using one of the toilets, heard Roseanne and Claudia's predicament and introduced himself. He offered to lend them his torch on the proviso that Claudia would return it to him in his tent the next morning; he owned the unmissable red tent stationed one row away from these toilets. Roseanne and Claudia were very grateful for the offer and didn't hesitate to take the torch.

With a torch it was not long before Roseanne and Claudia found their tent. When they unzipped the door, they were dismayed to find that the tent had been leaking and their sleeping bags were soaked.

Roseanne and Claudia decided to go to Tent World NI's marquee to see if it was still open and selling tents. They arrived at Tent World NI's marquee to see that it was closed and there was a sign that said, "We'll open at 8.00am, please stay out until then". This was enough to deter Roseanne, who had experienced enough adventure for one day. She left Claudia and returned to the camping area to ask Declan if she could stay in his tent for the night. However, Claudia went to the side of the marquee and found a part of the side wall that she could lift just enough to slip under it.

Claudia had a look around the inside. She noticed a pile of tents at the back of the marquee. She quickly grabbed one of the tents in its bag. Both tent and bag were

really distinctive because their fabric was dyed in bright green and white stripes. Claudia started back towards the side of the marquee where she had entered. While she could slip back out again, the tent was too big to fit underneath the side wall. Claudia looked around for ideas and spotted a camping knife on a shelf nearby. She took the camping knife and made a slice at the bottom of the marquee wall until the hole was big enough to fit the tent through.

Unknown to Claudia, Ronnie had been standing by a tree just behind the marquee. He had seen Claudia slipping into the marquee empty handed, and back out again with a tent. Claudia always stood out. She had shaved both sides of her head, but kept the middle part of her hair long, and dyed it florescent pink. Ronnie did not say anything as he did not want to bring any attention to himself as he was trying to find a quiet place to begin taking the drugs he had taken from the ambulance, which he now knew to be diazepam.

Claudia ran back to the camping section of the festival and set up her new tent.

After a while, Ronnie began to feel drowsy and realised that the diazepam was actually contributing to this. He began to walk back to the camping area, and threw the remaining diazepam tablets in the bin. Two security guards spotted Ronnie doing this and then stumbling around. When they reached Ronnie and saw the cut on his head, they realised he was the person that the ambulance staff had told them about. In an attempt to bargain his way out of the situation, Ronnie told them that he had seen a break-in at Tent World's marquee and told them everything he had seen, including Claudia's description. Unfortunately for Ronnie, this did not stop the guards from calling the police but they did check the footage from one of the CCTV cameras Penny had had installed around the site. This had captured Claudia's activities perfectly. The guards gave this footage to the police once they had shown it to Penny.

On the Sunday morning, Martin McNally was back at work at 6.00am. He had significantly underestimated how long it would take his team to wash each car. He had 500 cars that he had to wash that day and had no choice but to tell his team to wash the cars as quickly as they could.

Martin had six staff members on site that morning. Rob Hopkins was the youngest member of the team, being only 18. He was more energetic than everyone else put together. Rob began to wash an incredibly dirty, black Rolls Royce which belonged to Nigel Johnston but was driven by his chauffer, Stephen Harper. Rob started to wash the car at its dirtiest part, the wheels. Once he had cleaned the wheels, Rob took the same sponge and began to clean the side of the car. When Rob washed the soap off the side of the car he noticed some scratches that had not previously been there. Rob looked at his sponge and noticed some stones on it. He realised that his sponge must have dragged the stones from the wheels of the car over the body of the car and scraped the car.

Martin saw Rob looking at the car with a panicked expression on his face. As Martin approached the car, he could see from a few metres away that the car was scraped. Martin immediately asked Rob if he had been using a different sponge for the wheels and the car bodywork. Martin knew by the expression on Rob's face that he had not

done so. "You know our policy is to use different sponges for wheels and for the body, and this is exactly why!" Martin exclaimed.

Claudia was slower to wake up that morning than most people, following her antics the previous night. When Roseanne saw that Claudia was awake, she asked where Claudia had got the tent. Claudia told her that she had "found" it in the marquee the night before. Roseanne told Claudia, "You had better go and deliver the torch back to Louis, you can't steal two things in one weekend". Claudia tried to persuade Roseanne that it was unnecessary as it was only a torch, but Roseanne would not relent.

Claudia left her tent in search of Louis' red tent, but she decided to stop at the toilets on her way. The queue for the portable toilets was very long. Penny had not bothered to consult the experts in the company from which she hired the toilets, she had just gone ahead and ordered 300 toilets, but the festival needed far more. When the staff from the portable toilet company, "Loos R Us Ltd", arrived on site and saw the sheer scale of Ballytemplar, they told Penny straight away that she should have ordered closer to 600 toilets but Penny decided to chance it with what she had already ordered. People had often to queue for 30 minutes to get to a toilet and they were incredibly dirty from being overused. By the time Claudia left the toilets, she was not in the mood to search for a red tent. "No one will ever know, and I'll never see Louis again", Claudia thought to herself. She spied a bin near the toilets, quickly threw the torch into the bin and walked back to the tent.

That evening Evie, Turlough and Cheryl went back to the shopping and exhibition area to have a good look around. They saw a stand belonging to a charity called "Paws for Thought NI". They began to talk to the lady behind the counter, Lucy O'Neill. Lucy explained that the charity rehomed dogs when their owners had passed away or could no longer look after them. Lucy invited them to buy a raffle ticket for the grand prize of a free ticket for next year's festival. Evie, Turlough and Cheryl all decided they would buy some tickets. Lucy said to them, "I'll do you a deal, the raffle promoter, Siobhan Murphy, set the price of the tickets at £2 as you can see from the tickets, but I will give you 6 tickets for £10 if you'd like".

Evie, Turlough and Cheryl bought 6 tickets each and began to make their way to the main arena for Ben Franklin's performance.

Ben had enjoyed a long and peaceful lunch experience at Folley's Rest. In fact, he had nodded off over his post lunch gin and tonic which he had been sipping in the comfort of one of the restaurant's arm chairs. He only woke when his personal assistant, Leona Ferguson, came to find him. As they walked back along the path from the restaurant to the boundary with Ballytemplar, Ben remarked that the pathway did not feel very sturdy under their feet. He had no sooner finished his sentence than Leona tripped on a raised piece of concrete and fell onto her hands and knees. When Ben looked at the area where Leona tripped, he could see that the concrete was cracked, that one piece of the concrete was sticking at least eight or nine centimetres into the air and that there was grass growing up through the crack. After Ben had helped Leona up, he took a picture of the crack. He could see that Leona had cut her hands and knees, and her white jeans were ripped at both knees. Ben helped Leona to the ambulance in the Ballytemplar site where the paramedics cleaned and dressed

her cuts. Leona's wrist began to swell and she went to a nearby hospital where she was diagnosed with a hairline fracture to her wrist.

Ben's act was rapturously received by the crowd so the festival really ended on a high note.

The next morning, Roseanne, Declan and Claudia were packing up. Declan and Claudia wanted to stay a bit longer, so were getting the train home, but Roseanne offered to take their belongings home for them. Declan put his tent into Roseanne's boot. Claudia did not want to keep her new tent, she planned to stay in the glamping area from now on. She offered the tent to Roseanne, who was more than happy to get a free tent. There being no room left in the boot, Roseanne put the new tent into the passenger seat of her car.

Penny was relatively pleased with how successful the first festival had been. There had been a few "teething" difficulties but generally things had gone well. Early on the Monday morning she went to the exit of the car park to wave guests off. As Roseanne drove closer to the exit, Penny recognised her face. As Roseanne stopped at the exit to look for oncoming traffic before pulling onto the Broughshane Road, Penny knocked on her car window and gestured that she should wind this down. "Can I see your ticket stub please?" Penny asked. As Roseanne pretended to look for this, Penny saw the distinctive green and white tent bag sitting on her passenger seat, and most significantly, the "Tent World" security tag which was still on the bag. "Don't bother pretending you have a valid ticket", Penny said, "You don't pay for your tents either, do you?" Roseanne panicked and, seeing the road was clear, sped off down the road. Penny quickly wrote down Roseanne's licence plate's number; she was pleased she had installed so many CCTV cameras around the site – she knew that the camera at the entrance would have filmed the whole incident; it was angled so that it was actually pointing into Roseanne's car. Penny later reported Roseanne to the police. By this time, Penny had also been able to identify Claudia as the person in the CCTV footage and she gave this information to the police at the same time.

A few days later, Theresa had the director of K LW Construction Ltd look at her damaged pathway. He reported back to her that the concrete had been laid directly onto the grass with no hard core and that the concrete layer was far too thin. "No wonder it cracked", he said.

Ballytemplar was cleaned up and the grass was left to recover and regrow until the next festival. A couple of weeks later Penny received a phone call from a Council official. He had been called out by the Marcusons and the Rankins to inspect the River Dart. They had noticed that a lot of fish appeared to be dying in the river, and there seemed to be a nasty black scum covering the surface of the water and the banks of the river. The official had tested the water in the river and was able to trace a significant amount of pollution through the soil in Marcuson's Landing and Dart Demesne right back to land in Ballytemplar. "That's impossible" Penny said, "We have a pollution filtering system in place". The inspector came and examined the filters; it did not take him long to realise that they were more than two years out of date. "That's your problem!" he exclaimed. "So much for our green credentials", thought Penny in dismay.

## **SECTION A INSTRUCTIONS**

In addition to the narrative, you have been provided with a series of statements which appear in 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 tick 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 a tick.

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 32 to 43 and a series of statements which appear in 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 tick 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 a tick.

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.

## **Children and Young Persons Act (Northern Ireland) 1968**

### Section 25-

If any person gives, or causes to be given, to any child any intoxicating liquor, except upon the order of a doctor or in case of sickness, apprehended sickness, or other urgent cause, he shall be guilty of an offence and shall be liable on summary conviction to a fine

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

### Article 3 –

(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.

### Article 4-

A person who without lawful excuse makes to another a threat, intending that that other would fear it would be carried out,—

(a) to destroy or damage any property belonging to that other or a third person;

or

(b) to destroy or damage his own property in a way which he knows is likely to endanger the life of that other or a third person;

shall be guilty of an offence.

## **Forgery and Counterfeiting Act 1981**

### Section 1 –

A person is guilty of forgery if he makes a false instrument, with the intention that he or another shall use it to induce somebody to accept it as genuine, and by reason of so accepting it to do or not to do some act to his own or any other person's prejudice

### Section 2-

It is an offence for a person to make a copy of an instrument which is, and which he knows or believes to be, a false instrument, with the intention that he or another shall use it to induce somebody to accept it as a copy of a genuine instrument, and by reason of so accepting it to do or not to do some act to his own or any other person's prejudice.

### Section 3-

It is an offence for a person to use an instrument which is, and which he knows or believes to be, false, with the intention of inducing somebody to accept it as genuine, and by reason of so accepting it to do or not to do some act to his own or any other person's prejudice.

### Section 4-

It is an offence for a person to use a copy of an instrument which is, and which he knows or believes to be, a false instrument, with the intention of inducing somebody to accept it as a copy of a genuine instrument, and by reason of so accepting it to do or not to do some act to his own or any other person's prejudice.

## **Fraud Act 2006**

### Section 2 –

- (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.

### Section 4 –

- (1) A person is in breach of this section if he—
  - (a) occupies a position in which he is expected to safeguard, or not to act against, the financial interests of another person,
  - (b) dishonestly abuses that position, and
  - (c) intends, by means of the abuse of that position—
    - (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 person may be regarded as having abused his position even though his conduct consisted of an omission rather than an act.

### Section 11 –

- (1) A person is guilty of an offence under this section if he obtains services for himself or another—
  - (a) by a dishonest act, and

(b)in breach of subsection (2).

(2)A person obtains services in breach of this subsection if—

(a)they are made available on the basis that payment has been, is being or will be made for or in respect of them,

(b)he obtains them without any payment having been made for or in respect of them or without payment having been made in full, and

(c)when he obtains them, he knows—

(i)that they are being made available on the basis described in paragraph (a), or

(ii)that they might be,

but intends that payment will not be made, or will not be made in full.

## **Identity Documents Act 2010**

### Section 6-

(1)It is an offence for a person (“P”), without reasonable excuse, to have in P’s possession or under P’s control—

(a)an identity document that is false,

(b)an identity document that was improperly obtained,

(c)an identity document that relates to someone else,

(d)any apparatus which, to P’s knowledge, is or has been specially designed or adapted for the making of false identity documents, or

(e)any article or material which, to P’s knowledge, is or has been specially designed or adapted to be used in the making of such documents.

## **Justice Act (Northern Ireland) 2016**

### Section 54-

(1) A person commits an offence if he or she assaults—

(a) an ambulance worker in the execution of that ambulance worker's duty;

(b) a person who is assisting an ambulance worker in the execution of that ambulance worker's duty.

## **Misuse of Drugs Act 1971**

### Section 5 –

(2)...it is an offence for a person to have a controlled drug in his possession....

(3)...it is an offence for a person to have a controlled drug in his possession...with intent to supply it to another...

(4) In any proceedings for an offence under subsection (2) above in which it is proved that the accused had a controlled drug in his possession, it shall be a defence for him to prove

(a) that, knowing or suspecting it to be a controlled drug, he took possession of it for the purpose of preventing another from committing or continuing to commit an offence in connection with that drug and that as soon as possible after taking possession of it he took all such steps as were reasonably open to him to destroy the drug or to deliver it into the custody of a person lawfully entitled to take custody of it; or

(b) that, knowing or suspecting it to be a controlled drug, he took possession of it for the purpose of delivering it into the custody of a person lawfully entitled to take custody of it and that as soon as possible after taking possession of it he took all such steps as were reasonably open to him to deliver it into the custody of such a person.

### Section 8 –

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—

(a) producing or attempting to produce a controlled drug in contravention of section 4(1) of this Act;

(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);

(c) preparing opium for smoking;

(d) smoking cannabis, cannabis resin or prepared opium

### **Offences Against the Person Act 1861**

#### Section 16 –

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 –

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 imprisoned for life or to be fined or both.

#### Section 20-

Whosoever shall unlawfully and maliciously wound or inflict any grievous bodily harm upon any other person, either with or without any weapon or instrument, shall be guilty of an offence and liable, on conviction on indictment, to imprisonment for a term not exceeding 7 years.

#### Section 42 –

Any person who unlawfully assaults or beats any other person shall be guilty of an offence under this section ...

#### Section 47 –

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...

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

### Section 66 –

(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.

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

### Article 8 –

In this Part—

“fear” means fear of a group of persons. . . defined by reference to religious belief, sexual orientation, disability colour, race, nationality (including citizenship) or ethnic or national origins;

“hatred” means hatred against a group of persons. . . defined by reference to religious belief, sexual orientation, disability colour, race, nationality (including citizenship) or ethnic or national origins.

### Article 9 –

(1) A person who uses threatening, abusive or insulting words or behaviour, or displays any written material which is threatening, abusive or insulting, is guilty of an offence if—

(a) he intends thereby to stir up hatred or arouse fear; or

(b) having regard to all the circumstances hatred is likely to be stirred up or fear is likely to be aroused thereby.

(2) An offence under this Article may be committed in a public or a private place, except that no offence is committed where the words or behaviour are used, or the written material is displayed, by a person inside a dwelling and are not heard or seen except by other persons in that or another dwelling.

(3) In proceedings for an offence under this Article it is a defence for the accused to prove that he was inside a dwelling and had no reason to believe that the words or behaviour used, or the written material displayed, would be heard or seen by a person outside that or any other dwelling.

(4) A person who is not shown to have intended to stir up hatred or arouse fear is not guilty of an offence under this Article if he did not intend his words or

behaviour, or the written material, to be, and was not aware that it might be, threatening, abusive or insulting.

Article 18 –

(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 –

(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.

(3) A person guilty of an offence under paragraph (1) shall be liable —

(a) on summary conviction, to imprisonment for a term not exceeding 12 months or to a fine not exceeding the statutory maximum, or to both; or

(b) on conviction on indictment, to imprisonment for a term not exceeding 4 years or to a fine, or to both.

**The Betting, Gaming, Lotteries and Amusements (Northern Ireland) Order 1985**

Rules for societies' lotteries

**137**

(5) No ticket or chance in a lottery shall be sold at a price exceeding £1.

(6) The price of every ticket or chance shall be the same, and the price of any ticket distributed or sold shall be stated on the ticket.

**139.—**

(1) If any requirement of this Part, of any regulations made under it or of any order made under Article 137(4) in respect of a society's lottery is contravened, the promoter of that lottery and any other person who is party to the contravention shall be guilty of an offence.

## **The Licensing (Northern Ireland) Order 1996**

### **Article 60.—**

(1) Subject to paragraph (5), the holder of a licence himself or by his servant or agent, or such a servant or agent, shall not—

- (a) sell or deliver intoxicating liquor to a person under the age of 18; or
- (b) sell or deliver intoxicating liquor to any person for consumption by a person under the age of 18 in the licensed premises; or
- (c) sell or deliver intoxicating liquor to any person for consumption by a person under the age of 18 off the licensed premises; or
- (d) permit a person under the age of 18 to consume intoxicating liquor—
  - (i) in the licensed premises; or
  - (ii) in premises which adjoin or are near the licensed premises and which belong to the holder of the licence or are under his control or used by his permission.

(2) A person under the age of 18 shall not—

- (a) purchase intoxicating liquor; or
- (b) consume intoxicating liquor in any place or premises except premises used only as a private residence.

...

(6) Any person acting in contravention of paragraph (1), (2), (3) or (4) shall be guilty of an offence and shall be liable on summary conviction—

- (a) for a contravention of paragraph (1), (3) or (4), to a fine not exceeding level 5 on the standard scale or to imprisonment for a term not exceeding 6 months or to both;
- (b) for a contravention of paragraph (2), to a fine not exceeding level 3 on the standard scale.

**The Local Government (Miscellaneous Provisions) (Northern Ireland) Order 1985**

Schedule 1

Article 10.—

(2) If any place in respect of which an entertainments licence is in force is used for any entertainment otherwise than in accordance with the terms, conditions or restrictions on or subject to which the licence is held, then, subject to sub-paragraphs (3) and (4)—

(a) the holder of the licence; and

(b) any other person who, knowing or having reasonable cause to suspect that the place would be so used,—

(i) allowed the place to be so used; or

(ii) let the place, or otherwise made it available, to any person by whom an offence in connection with that use of the place has been committed,

shall be guilty of an offence. . . .

(2A) Any person guilty of an offence under sub-paragraph (1) or (2) shall be liable on summary conviction—

(a) in the case of an offence to which sub-paragraph (2B) applies, to a fine not exceeding £20,000 or to imprisonment for a term not exceeding 6 months or to both;

(b) in any other case, to a fine not exceeding level 5 on the standard scale.

(2B) This sub-paragraph applies to—

(a) any offence under sub-paragraph (1) where the entertainment provided is—

(i) entertainment referred to in sub-paragraph (2)(b) of paragraph 1 and to which that paragraph applies; or

(ii) entertainment to which paragraph 2 applies; and

(b) any offence under sub-paragraph (2) where the entertainment for which the place is used is—

(i) entertainment referred to in sub-paragraph (2)(b) of paragraph 1 and to which that paragraph applies; or

(ii) entertainment to which paragraph 2 applies,

and the terms, conditions or restrictions which are contravened or not complied with include one which imposes a limit on the number of persons who may be present at the entertainment.

(3) It shall be a defence for a person charged with an offence under this paragraph to prove that he took all reasonable precautions and exercised all due diligence to avoid commission of the offence.

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

#### Section 1 –

(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.

#### Section 7 –

person guilty of theft shall, on conviction on indictment, be liable to imprisonment for a term not exceeding ten years.

#### Section 8 –

(1) A person is guilty of robbery if he steals, and immediately before or at the time of doing so, and in order to do so, he uses force on any person or puts or seeks to put any person in fear of being then and there subjected to force.

#### Section 9 –

(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 or raping any person therein and of doing unlawful damage to the building or anything therein.

#### Section 20-

(1) A person is guilty of blackmail if, with a view to gain for himself or another or with intent to cause loss to another, he makes any unwarranted demand with menaces; and, for this purpose, a demand with menaces is unwarranted unless the person making it does so in the belief—

(a) that he has reasonable grounds for making the demand; and

(b) that the use of the menaces is a proper means of reinforcing the demand.

(2) The nature of the act or omission demanded is immaterial, and it is also immaterial whether the menaces relate to action to be taken by the person making the demand.

(3) A person guilty of blackmail shall, on conviction on indictment, be liable to imprisonment for a term not exceeding fourteen years.

#### Section 21 –

(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.

(2) A person guilty of handling stolen goods shall, on conviction on indictment, be liable to imprisonment for a term not exceeding fourteen years.

## **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 tick 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 a tick.

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.