

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

ADMISSIONS TEST DECEMBER 2021

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

Wednesday 15th December 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 mark with an 'x' the box next to each of the statements which you believe to be correct.
3. You will receive marks for each correct statement which you identify.
4. However, if you identify a statement as correct, when it is in fact incorrect, the same amount of marks will be deducted as are awarded for a correct answer.
5. You must stop immediately upon being told to do so at the end of the examination.
6. Marks may be deducted if these examination guidelines and the individual question guidelines are not followed.
7. The narrative is from page 2-22.
8. Section A instructions are on page 23.
9. Section B instructions are on page 24.
10. Section C instructions are on page 44.

Sam Maloney was the managing director of an events management company called Exhibition NI Ltd (generally referred to as “Exhibition NI”). There was one other director of the company, who was Cynthia O’Hare.

In February 2020, the company won the contract to organise and host the Flower and Garden Festival 2021. Sam was to look after this and he was really excited because this would be the first large event Exhibition NI would run in its new exhibition centre which was due to open in February 2021. The centre would include several studios of different sizes and a large, purpose built, conference hall. There would be excellent parking space as the site was situated on the Hillview Road, a public road on the outskirts of Belfast and included several acres of land as well as the building.

The festival would run over the 30th and 31st March 2021. Whilst this was over a year away, there were still arrangements that needed to be made immediately.

Sam knew that catering for an event of this size always needed to be organised well in advance. Exhibition NI usually used “Gourmet To Go Ltd” for catering purposes so Sam arranged to meet its managing director, Paul McDonald, at 12 noon on 13th February, in order to agree the necessary arrangements. Gourmet To Go Ltd was based in the third floor of the “the Cube”, a large glass building in the centre of Belfast.

Sam also thought it wise to make early arrangements about publicity. Most of this would be on-line and through advertisements on local TV and radio stations. However, Sam knew that it was also worthwhile to distribute leaflets and flyers in venues around Belfast as well as putting up some adverts in the area around the exhibition centre. He sent the details of the festival to a graphic designer, Lori Gilmore, who traded under the name “Gilmore’s Graphics”. Sam explained that Exhibition NI would need graphics suitable for a billboard, A3 posters, leaflets and flyers.

Lori considered Sam’s request and got back to him to explain that she would have to charge a separate price for her work on each of the billboard poster, the A3 posters, the leaflets and the flyers because she would have to create a separate graphic for each of these documents in order to produce the appropriate finish for each size. If a graphic designed for one size of document was then used in a larger document, the finish on the larger document would lose its “crispness” and clarity when it was printed.

Sam understood, and agreed to pay Lori £300 for the graphic for the billboard, and £200 each for the graphics for the A3 posters, leaflets and flyers.

13th February 2020 came around and Sam was running late. He did not have time to park at the car park a ten-minute walk away from Paul’s office. He thought he would drive by the Cube to see if he could park in a space on the street outside the building. To his amazement, he was in luck. A car in a parking space outside the Cube was indicating to turn out of that space. The space was on the passenger (“near”) side of Sam’s car.

The car pulling out from the parking space was driven by Robert Montgomery and his wife, Lucy, was a passenger in the car.

Sam stopped his car on the road behind the space he wanted to move into and indicated left. Robert looked in his wing mirror and saw Sam stop and indicate. He continued to check his wing mirror and looked over his right shoulder to make sure no other traffic was coming past his car; he then pulled out of the parking space onto the road. Unfortunately for Robert, a pedestrian, Mark Maginn, was waiting to cross at a pedestrian crossing a little further down the road. Just as Robert started to drive down the road, the traffic lights on the crossing changed in Mark's favour. Robert was still concentrating on his wing mirror as he wanted to make sure that Sam's car was actually going into his vacated parking space rather than driving on down the road; he just did not notice the light changing or Mark step out onto the pedestrian crossing. Robert's car hit Mark, knocking him down. Fortunately, Robert was still driving very slowly and he applied his brakes as soon as his car hit Mark. Full of adrenaline and panic, Mark immediately got back onto his feet and moved to the footpath, where he sat down.

Robert pulled his car forward so it was positioned in the centre of the left hand lane of the road, put on his hazard lights and got out of his car to help Mark.

Sam pulled his car into the vacated parking space, and also went to help. When he reached Mark he recognised him as Paul's assistant. Mark was suffering from the shock of the accident. His right thigh was sore where the car had hit him, and his left hip was sore where he had fallen but he was able to walk. Robert noticed that another parking space had become available a little further down the street so he parked his car there and walked back to the others. As he got out of his car, a Golf MK5, he noticed that its near side front bumper had been dented slightly in the collision with Mark.

Mark and Robert exchanged names, addresses and phone numbers; Robert explained that the car was his and gave Mark all his insurance details and his car's registration number before he got back into his car and drove off; he was relieved that Mark agreed that there was no need to involve the police. Sam helped Mark back into his office in the Cube so he that he could sit down. Mark commented ruefully, "At least it was just my legs that got hurt, my new suit is in great shape."

After making sure that Mark was being looked after by other staff members, Sam was eventually able to begin his meeting with Paul. This went very well and the two men were able to agree all the necessary catering arrangements for the festival before Sam left.

The following Thursday, at 11.30 am, Robert and Lucy returned to the street on which the Cube was situated. Lucy had suffered a sore neck from the impact of the collision; this was beginning to feel a little better but her GP had told her that it would probably take several months before she felt completely better. There were no parking spaces available on the street so Robert turned down a nearby side street. "Look! You're in luck!" exclaimed Lucy as she pointed to an empty space further down the street on their left. Robert was delighted and parked his car in the space. What neither Robert nor Lucy realised was that this space was outside a house owned by Adam McNee. Adam was fed up with people parking outside his house as this prevented him from parking his own car there and meant that he often had to park several streets away. He had spoken to his local councillor, who had to explain that, as parking was not

restricted in Adam's street, any member of the public was entitled to park there. Adam had decided that this was so unfair that he would have to take action to protect his rights.

Adam had been watching Robert park his car. As soon as Robert and Lucy had left the street, he sprang into action. He ran his own accident recovery business so he had all the lock nuts for most standard makes of car; he got out the lock nut used for Robert's make of car and inserted this in turn into the one "locked" bolt on each of the four wheels on Robert's car. This allowed him to use his hexagonal wrench to loosen each of these bolts. He then used the wrench to loosen all the other bolts on the wheels as well. By the time he had finished, each of the wheels was barely held on by a thread in each of its bolts. Adam had the whole job finished in fifteen minutes and then went off for a celebratory drink in his local pub.

Robert and Lucy went about their usual weekly trip, buying groceries and calling in at the library. They also went to a nearby florist to buy a bouquet of flowers for Mark. Robert thought that the accident was entirely Mark's fault for not checking oncoming traffic before he stepped out onto the road but he felt sorry for him nonetheless. They took a long time choosing the flowers in "Francie's Flowers", which was owned and run by Francie Pinkerton. Francie was known to have the best selection of flowers in Belfast.

The couple then brought the flowers to Mark at the Cube. As they chatted, Mark said that he was still stiff and sore, but that the bruising on his leg and side was beginning to look less obvious. After half an hour or so, Lucy and Robert left to go back to their car.

When Robert and Lucy got to the car they deposited their groceries in the back seat and set off for home. By the time the car approached the T junction at the end of the street it was travelling at just under 30 mph. As Robert started to brake, he found himself losing control of the steering; the car came down heavily on its near side and screeched to a halt just metres away from the junction, as Robert watched two of his wheels rolling on down the street in front of him. When Robert opened his car door and tried to get out of the car, the front off side wheel fell off as well and the front of the car thumped into the road.

Lucy and Robert got out of the car as quickly as they could. Fortunately both of them were unhurt but the car was obviously badly damaged. As the couple examined the car they saw someone running down the street; it was a neighbour of Adam's who had seen what he had done to the car earlier on. She had intended to warn whoever owned the car when they came back but, at the vital moment, she had been phoned on her land line. By the time she got back to her front window she saw that Robert was already driving down the street. Lucy called the police and the neighbour provided all the details of what had happened to the officers who came to the scene. Robert arranged to have the car collected by their local garage. As he had feared, their mechanic told them that the chassis of the car had been badly damaged and that it would cost several thousand pounds to have the car repaired.

After lunch, Mark was working at his desk, which was in an open plan area just outside Paul's office. As Paul was passing by, he saw the lovely flowers and Mark told him

where they were from. Paul had not yet bought his fellow director, Cynthia, anything for her birthday on the following day so he decided to call at Francie's Flowers during his afternoon tea break. Paul mentioned to Francie that she should consider taking a stall at the Flower and Garden Festival. Francie became very excited about this. She had recently decided to expand her business into wedding flowers, including flower archways for the entrances to wedding venues. The festival would be the perfect opportunity to launch this new line of work and to show off her stunning flower arrangements.

Paul asked Francie if he could order a bunch of two dozen red roses to collect the next day. Francie told Paul that she had already sold out of roses, but that he could order a bouquet of assorted flowers. The bouquet would cost £50, much less than two dozen roses which would have cost £60 but Paul was still disappointed that he had not ordered the roses sooner. "Would you like to pay now or tomorrow?" Francie asked. Paul chose to pay when he collected the bouquet. "No problem, just remember- they aren't yours until you pay for them", said Francie. Paul laughed and returned to his office.

Francie was becoming busier every day and wanted to find larger premises. Her nephew, Ciaran Hanratty, had asked Francie to allow him to open a café and delicatessen within her flower shop. Such a mixed use of premises was currently very popular. Meanwhile Francie's friend, John Wallace, had told her that the lease on the premises from which he operated his garden centre was coming to an end and that he was on the lookout for new business premises. Francie, Ciaran, and John had decided that now was the perfect opportunity for them to obtain a site from which they could each operate their businesses.

As Paul was returning to his office, he saw Mark at his desk, in the process of lighting a cigarette. Usually several of Mark's colleagues worked at other desks in the open plan area but, just at the moment, he was on his own. Mark expected Paul to be angry with him, but Paul just said, "Feeling stressed?" Mark nodded his head. Paul was carrying some papers and he lifted these up to the side of his face as if to pretend that he could not see Mark, as he quickly walked past him into his own office.

Just as Paul was speaking to Mark, a cleaner, Isabelle Werth, walked around the corner of the open plan space and noticed Mark. By the time she reached Mark's desk, Paul had gone into his office. Isabelle immediately challenged Mark for smoking. Mark said that, as Paul did not have a problem with this, she should not interfere. Isabelle replied that Paul had no right to ignore Mark's flagrant disregard for other people's health and it was ridiculous as it was Paul who had sent the email some months ago advising staff about the non-smoking policy and that the premises were subject to the 2006 legislation. If he did not apologise and put out the cigarette, she would make a complaint about him. Mark told her that he would finish his cigarette outside, but Isabelle refused to let him go past her to the elevator door. "You will put that cigarette out before you go anywhere," Isabelle said, beginning to raise her voice. Mark dodged past Isabelle and hurried towards the elevator. As the elevator door closed behind him, Isabelle took the flowers out of the vase on Mark's desk, threw them on the floor and stamped on them.

Paul heard the argument and looked out of his office just in time to see what Isabelle did to the flowers. As she walked away, Paul went to where the ruined bouquet lay on the floor and picked it up, noticing as he did so that all the stems were crushed and broken. Paul set them back on Mark's desk and left Mark a note telling him what had happened.

The following morning Paul called at Francie's Flowers. Francie was not in the shop that morning; instead, it was Francie's daughter, Penelope, who was serving. Penelope told Paul that Francie was away viewing a site which was for sale. Paul gave Penelope his name, and she checked this against the list of orders to be collected that day. She asked Paul if he was going to pay by cash or card. Paul realised he could take advantage of the situation and told Penelope that he had paid the day before. Penelope did not challenge him. She knew that her mother sometimes forgot to note on the list of orders that an order had already been paid for if she got distracted whilst she was writing up the list. "OK", Penelope said, "I'll just check you off the list then". Paul looked at the list while Penelope put a line through his name. He noticed that a bunch of two dozen roses that had been ordered by a Mr Tony Green.

"Oh, I nearly forgot", Paul said. "Tony Green asked me to collect his order too; he's paid for his flowers as well. Two dozen roses I think?" Penelope checked the list again and saw Tony's order. There was no indication that the roses had been paid for but Paul sounded so confident that she assumed that Francie had again forgotten to note Tony's payment. "I'll go fetch them now", Penelope said and returned a few minutes later with both bouquets of flowers. She handed them over to Paul, who thanked her and returned to his office. "That's great!" he said to himself, "I can give the roses to Cynthia and give the other flowers to Mum".

When Francie returned later that afternoon Penelope explained what had happened. Francie was furious; not only had Paul escaped without paying for his bouquet of mixed flowers, the roses had not been paid for either. "Well, at least I won't have to refund any payment to Mr Green," Francie said to her daughter, "But it will be embarrassing explaining to him why we don't have his order ready. I'm not going to let that Mr McDonald get away with this!"

Francie was annoyed that her day had ended badly because she had been really excited by the perfect site which she, John and Ciaran had viewed earlier on. It was known as Blackacre and was situated just outside Belfast. It was owned by a Mr Jude Blair who had been using it for grazing animals.

If one imagines Blackacre as a rectangle in the middle of a page, directly to its west were lands owned by Pet the Pigs NI Ltd, on which it operated a petting farm. The company was usually referred to as "Pet the Pigs" and the site was known by everyone as "the Petting Farm". Margaret Townsend was the managing director of Pet the Pigs. The northern and southern boundaries of the Petting Farm were on the same latitudes respectively as the northern and southern boundaries of Blackacre. Immediately to the west of the Petting Farm was the Rockvale Road, a public road which runs in a straight line from north to south.

The land that sat to the south of Blackacre consisted of a plot of land, which ran the full width of Blackacre; this plot separated Blackacre from the Castletown Road, another public road which runs in a straight line from east to west.

Shaun Black owned this plot. Shaun's land was known as "the Greenway" because it was used to grow long grass that was harvested as hay. The Greenway's western and eastern boundaries were on the same longitudes respectively as the western and eastern boundaries of Blackacre.

Immediately to the east of the Greenway was "Gardener's Grove", which was owned by Sharon Johnson. Gardener's Grove was bounded to the south by the Castletown Road and its northern boundary was on the same latitude as that of the Greenway. The two plots were separated by a tall hedge which sat entirely within Gardener's Grove.

Blackacre was bordered to the north by Bluebell Meadow which was owned by Sinead Higgins. Sinead's site was exactly the same size and shape as Blackacre and its western and eastern boundaries were on the same longitudes respectively as the western and eastern boundaries of Blackacre. Sinead's site was filled with trees and a large wildlife meadow designed to foster as much biodiversity as possible.

There were no roads or lanes leading to Blackacre from the Castletown Road, the Rockvale Road or any other road. Jude Blair had a right of way to and from Blackacre for agricultural purposes. This ran just inside the eastern boundary of the Greenway from the Castletown Road to the southern boundary of Blackacre.

Francie, Ciaran and John were delighted with Blackacre and decided to buy it from Jude. Whilst their businesses would complement each other, they wanted to keep their liabilities and assets completely separate. They therefore decided that they would each purchase a third of the Blackacre lands from Jude, with the boundaries between their three sites running due south from the northern to the southern boundaries of the Blackacre site. They would each buy their respective sites in their own names and operate their businesses as sole traders.

The sale of the three sites completed in March 2020. John purchased the western third of Blackacre. Francie purchased the middle third and Ciaran purchased the eastern third. When they were discussing matters, John, Francie and Ciaran referred to their properties as "the Garden Centre", the "Flower Shop" and "the Café" respectively and when they did so, they meant all of the lands in their respective sites as well as any buildings they built on them. They were pleased that they were each able to obtain planning permission to build on their sites despite objections being raised by Sinead Higgins.

The three friends knew that they needed good road access to their sites. To create this, they jointly purchased a strip of land running due north from the Castletown Road until it reached Blackacre. This strip was five metres wide and ran along Shaun Black's lands just to the west of the boundary between the Greenway and Gardener's Grove. They paid Shaun £8000 for this strip. Sinead Higgins was furious with Shaun for selling this land and thereby facilitating the new businesses, which she was incredibly concerned would disrupt the biodiversity within Bluebell Meadow.

Francie, Ciaran and John applied for planning permission to build a laneway (which they referred to as "Blackacre Lane") upon their jointly owned strip of land. Their application was successful, despite another objection from Sinead Higgins.

The owner of the Greenway agreed that the three friends could erect a post and wire fence along the boundary between their new laneway and his land. In order to keep the full five metre width available for the laneway and a grass verge along its western side, it was agreed that this fence could be built on the Greenway lands retained by their owner. John, Francie and Ciaran were also given the right to enter the Greenway to repair and maintain this fence but it was agreed that they and/or their workmen would not bring any vehicles or machinery onto the Greenway.

The three friends agreed between themselves that they would each build a car park in the southern third of their respective sites. Ciaran agreed to grant to each of Francie and John the right for themselves and their staff and visitors to go to and fro, with and without vehicles, over his car park at all times and for all purposes and Francie gave the same right to John over her car park. Ciaran did not need this right of way over either of the other two car parks and Francie did not need such a right of way over John's lands. None of the three needed to use the others' car parks for parking purposes.

The nearest connection to a mains water pipe lay on the Rockvale Road immediately to the north west of the southern boundary of the Petting Farm. The owner of the Petting Farm agreed to install a water pipe running due east from that point in the Rockvale Road, over the Petting Farm, until it crossed the western boundary of John's site. The owner of the Petting Farm also agreed to give each of John, Francie and Ciaran the right to use this pipe but Margaret Townsend insisted that her company would be responsible for repairing and maintaining this pipe as she did not want other people digging up the Petting Farm lands.

John agreed to give Francie the right to install and use a water pipe connecting to and running from the point where the water pipe entered his site. Francie's pipe ran in a north easterly direction until it entered her site approximately half way along the boundary between her and John's lands. John and Francie each gave Ciaran the right to install and use a water pipe over their respective lands. This pipe again connected to the water pipe which ran over the Petting Farm at the point where it entered John's site; it then ran in a north easterly direction over John's lands and then over Francie's lands until it entered Ciaran's site approximately a third of the way along from the southern point of his boundary with Francie's lands. John agreed to repair and maintain both pipes where they ran through his site and Francie agreed to do the same in respect of Ciaran's pipe where it ran through her lands.

John had noticed that there was a lovely stream in the Petting Farm, running along its eastern boundary with Blackacre. John thought that the stream could be used as an added attraction for his Garden Centre.

The stream sat within the Petting Farm. Along the eastern boundary of the stream, there was a hedge which was also entirely within the Petting Farm. John spoke to Margaret Townsend, who was keen to capitalise on any additional customers that the new businesses could bring to the Petting Farm. Margaret agreed that her company

would make an opening in the hedge and would build a footbridge across the stream immediately to the west of this opening as well as creating a footpath from the bridge to the Petting Farm's animal enclosures. The opening in the hedge would be made just to the south of the northern edge of John's car park. John and visitors to the Garden Centre would be given the right to use the footbridge and footpath to go to and from the Petting Farm.

However, Margaret had a condition. She wanted the right for visitors to the Petting Farm to be able to park in the car park of the Garden Centre and to access the footbridge by walking over that car park. This meant that the visitors would also need the right to drive vehicles along the Blackacre Lane and over the car parks of the Café and the Flower Shop in order to get to and from the car park of the Garden Centre.

John was happy to agree to this. The Petting Farm already had a large car park so only a handful of its visitors would need to use his car park at any given time and his car park could easily accommodate these and still leave lots of room for his own customers.

Francie and Ciaran did not care whether or not their visitors had direct access to the Petting Farm. They were relieved that Margaret had not asked for the right to have visitors park in their car parks and were happy to give her company the right for visitors to the Petting Farm to drive vehicles over Blackacre Lane and their respective car parks in order to go to and from the Garden Centre car park. They were adamant that no visitors to the Petting Farm would be allowed to access Blackacre Lane or their car parks on foot as they thought that this could pose safety issues. John relayed this to Margaret who was happy to agree to this arrangement.

The nearest connection from Blackacre to the electricity mains was situated in the south eastern corner of Gardener's Grove at its boundary with the Castletown Road, where Sharon Johnson's electricity supply was connected to the mains. John, Francie and Ciaran agreed with Sharon that Sharon would install one electricity cable running in a north westerly direction from this point to the boundary with the south eastern corner of Blackacre; she would give each of John, Francie and Ciaran the right to use this cable but she would repair and maintain it. Three separate electricity cables would branch out from this cable immediately after it crossed into the Blackacre lands. One of these cables would run to the Café, one in a north westerly direction to the Flower Shop and one in a north westerly direction to the Garden Centre. Ciaran gave each of John and Francie the right to run their respective cables over his site and Francie gave John the right to run his cable in a north westerly direction over her site. Ciaran agreed to repair and maintain John and Francie's cables where they ran over his site and Francie agreed to repair and maintain John's cable where it ran over her site.

Francie, Ciaran and John agreed that they would each install and use separate septic tanks; each of these would be installed on their respective sites, together with all the pipes leading to and the soak away pipes running from each tank. This meant that the cleansed water running out of their septic tanks through the tanks' soak away pipes would not have to leave their respective lands.

The first part of the friends' building works to take place was the construction of Blackacre Lane. This needed to finish first to provide access for any construction

vehicles accessing the sites. The three friends engaged a contractor called Owen Phillips to carry out the works. Owen was the sole owner of his business and had a crew of six men who worked for him. The first thing that Owen did when he got to the site was to install a site hut on the Blackacre Lane site on the grass verge beside the line of where the actual laneway was to be built. This gave his men somewhere to eat their lunch and also to store shovels, wheelbarrows and other tools.

Sinead Higgins was furious that her repeated objections to planning permission had failed. She felt that the development was another blow against the countryside which she could not ignore; she accepted that she should not do anything to actually stop the works going ahead but she felt she had to make some small protest about this environmental desecration. Each night during the construction of the laneway, Sinead would sneak out and place placards displaying messages such as, "STOP THIS DESTRUCTION!" and "CONSERVATION NOT COMMERCE" and, "SAVE OUR WILD LIFE" on the grass verge of Castletown Road a little to the west of Blackacre Lane. Although the notices were not on their lands and were not annoying Owen or his men, John began to get a bit fed up with this so he decided to see whether he could identify the protestor.

The previous spring Shaun Black had installed some CCTV cameras around the Greenway as he had been having problems with people "wild camping" on his lands. John asked Shaun to turn a couple of these cameras towards the laneway so that they could capture videos of the perpetrator. The first night on which Shaun did this, Sinead arrived at the laneway around 1.00 am. As usual, she intended to "plant" her placard on the grass at the side of Castletown Road but she realised that she had forgotten to bring her mallet to hammer this into the ground. On previous visits she had noticed Owen's site hut so she tried its door; it was unlocked! Sinead darted inside and soon found one of Owen's sledgehammers propped up against a shelf along with a lot of other tools. She thought she could use the sledgehammer to plant her placard and indeed it would be very useful for various jobs around Bluebell Meadow so she decided to bring it home. She took the sledgehammer outside and used it to drive her placard into place. Of course, she did not realise that all of her activities had been caught on camera. When Shaun shared the film with John, Francie and Ciaran, they decided to give this the CCTV footage to the police. When Shaun told Sinead that they had done this, she decided that she should not make matters worse and stopped going near Blackacre Lane.

As building progressed on the Blackacre sites, Francie kept an eye out for any online advertisement for stall holders at the Flower and Garden Festival. As soon as the booking for stalls became available online, Francie made her application immediately. She was delighted with the position and size of the area she was able to reserve.

By now, John had had another good idea; he decided that he would like to build a fishing pier over the stream. He knew that visitors to his Garden Centre would enjoy the opportunity to fish from the pier and that he would enjoy this as well.

Margaret agreed that building the pier would be a good idea. She and John agreed that the pier would start on the western side of the hedge separating the Petting Farm from John's site and would extend half way over the stream.

The pier was to be constructed a few metres to the south of the bridge. As with the bridge, Margaret insisted that she wanted Pet the Pigs to construct the pier. John would be given the right to cut another opening in the hedge immediately to the east of the pier and he and his visitors would be given the right to go onto and to use the pier for the purposes of fishing. Pet the Pigs would be responsible for the maintenance and repair of the pier once it was constructed. As the pier would belong to the company, it could obviously allow anyone else to use it. Margaret thought it would be a useful attraction to bring more visitors to the Petting Farm. She placed some substantial stepping stones in the stream between its western bank and the western end of the pier; visitors to the Petting Farm could access the pier via these stepping stones.

Margaret had already engaged Tom Mitchell, who traded as "Mitchell & Son" to build the bridge. Tom also agreed to build the pier. When John heard this he contacted Tom to see whether he would build a wooden walkway across the area of John's site just to the east of where the opening in the hedge would be made to gain access to the pier; this area was very wet and soft underfoot and John wanted the walkway so that visitors could avoid getting their feet wet. Tom agreed to this. He explained that he hoped to build the bridge and pier in the autumn/winter of 2020 and that he would build the walkway whilst his workers were in the area, immediately after he had completed his contract with Margaret's company. John was happy with this and the two men agreed a price for the work.

Tom would not be attending either the Petting Farm site or the site of John's project as he was already committed to supervising another job a few miles away from Blackacre right through the autumn and winter of 2020. This was not a problem as Tom had several teams of employees and he promised to send his most experienced teams to do the work.

Tom decided that he would send Keith Jordan and Lorraine Hutchinson to complete the bridge and pier for Margaret's company and then the walkway for John. Keith and Lorraine had both worked for Tom for over ten years and they were his most trusted employees; they had both taken several courses on the safe use of building and carpentry equipment, including chain saws, disc cutters, electrical circular saws and routers. They would need the use of an electrical circular saw for these jobs. Tom had one such saw complete with a protective guard around it which stopped anyone coming into contact with the blade when it was spinning. Unfortunately, by the time Keith and Lorraine were free to start work for Pet the Pigs and for John, this saw was needed for the site on which Tom was supervising as the employees on this site were quite inexperienced. Tom owned another circular saw from which the guard had been lost; he decided to send this saw with Keith and Lorraine; they were far more experienced than his other workers and Tom knew that, if Keith was in a hurry, he had a habit of taking the guard off any circular saw he used as he said the guard slowed him down. Tom had in fact spoken to Keith about this and had given him a verbal warning for removing the safety guard on a previous occasion. "Keith probably wouldn't heed that warning anyway if I gave him the saw with the guard", Tom said to himself, "I bet he'd take the guard off as soon as he got busy!"

Sam was busy with advertising the festival. He had contacted "Billboards R Us Ltd" and booked one of its billboard spaces in the centre of Belfast for the entire month of

November 2020. Lori had agreed that she would complete all of the graphic images for Sam by 28th October 2020 to give him enough time to have the different documents printed before the beginning of November.

Lori did not want to breach the terms of the contract with Sam because she knew that he could be a source of recurring work, but she was running out of time. She had completed the graphics for the billboard poster, the A3 poster and the flyer but she did not have time to complete a graphic for the leaflet. A flyer was half the size of a leaflet but, given that they were both relatively similar in size, Lori thought that she might be able to get away with using the same graphic for both documents. Running closer and closer to the deadline, Lori copied and pasted the graphic image for the flyer into a new document named "Leaflet.picx" and sent the four documents to Sam at 23.59 on 28th October 2020.

At 9.00 am the following morning Sam forwarded on the graphics to Polly McIntyre who owned and ran a printing business known as "Print It Clear". Exhibition NI used Print It Clear for all its printing jobs; it was part of their agreement that Exhibition NI would always pay for any print jobs in advance; Sam felt that this was worth it because Print It Clear provided excellent service. He sent the four documents to Polly, requesting one copy of the billboard poster, 150 copies of the A3 wall posters, 2000 flyers and 2000 leaflets. Polly worked out that the cost of this order was £500 and notified Sam of this; he arranged for a transfer of this amount to Print It Clear's bank account that morning.

Polly began work immediately as she knew this order would take a long time to complete. Polly knew she should service the printers every month as failure to do so could lead to small problems quickly becoming very large ones but she had been under a lot of pressure recently and hadn't carried out any services for several months. She loaded the graphics into various printers and set the printers to the relevant settings for the documents they were to print. Once the printing was completed, she took the documents from the printers and packaged the order up, ready for delivery to Sam. Because she was under pressure, Polly did not take time to check that the printers were working properly before she started to print the documents and she did not check the finished products.

Sam received the printed order at 1.00 pm on 1st November. When he opened the packet he was horrified. While the A3 wall posters and the flyers had printed perfectly, the billboard poster had black lines running through it and the leaflets were so blurry that the writing on them was illegible. Sam immediately contacted Polly and demanded that they be re-printed. He had booked a bill poster, Robert ("Bob") Ewing (a sole trader) to paste up the billboard poster on the evening of 1st November and had agreed to pay Bob £100 for this work.

Polly started by checking the printer which she had used to print the billboard poster as she knew that Sam wanted it pasted up on the billboard that evening. She soon established that this printer had a major malfunction; she was uncomfortably aware that this would have been avoided if she had serviced the printer when she was meant to. No matter what she tried, she just could not get the malfunction fixed. Unfortunately, this was the only one of Print It Clear's printers which was big enough

for this size of document. Finally, she had to ring Sam at 5.00 pm to tell him that the billboard poster would not be ready that evening.

Sam phoned Bob Ewing to tell him he would not be needed until the following day. Bob was apologetic, but told Sam that he would have to charge him a booking fee of 50% of his price, as he had turned down other work for that evening. Sam understood, but was determined that he would recover this money one way or other. Bob also mentioned that he was going on holidays on the 3rd November so he would not be able to put up the billboard poster if he did not get it by the following evening.

It was 5.30 pm by the time Polly moved on to considering the illegible leaflets. She could find nothing wrong with the printer which she had used for these. When she went back and checked the "Leaflet.picx" graphic she realised what had happened.

The next morning Polly contacted Sam to explain that the problem with the leaflets had been caused by the graphic used for them rather than anything to do with how they had been printed; to print in the leaflet size would require a whole new graphic. Sam was running out of time as he had already made arrangements and paid for the leaflets and flyers to be distributed the next day (the 3rd November); it would cost his company several hundred pounds to change this arrangement. In the end he agreed to pay Print It Clear £200 to print an extra 2000 flyers instead of the leaflets. As usual Polly insisted on being paid before the work began, which Sam felt was a bit much considering all that had happened; however, he really needed the flyers so he felt he had no choice but to pay. Polly then got Alfie Todd, a young apprentice she employed, to start work on the extra flyers and they were delivered to Sam on the evening of the 2nd.

Whilst Alfie printed the flyers, Polly continued to work on the printer for the billboard poster but by 11.00 am she had to ring Sam to explain that she would not be able to fix it that day. Sam told Polly that he could not wait as Bob needed the poster that evening. Sam would just have to go somewhere else. Fortunately he was acquainted with Damien O'Tool, who had recently set up a small printing business in an office on the first floor of the Cube. Sam got in touch with Damien, who agreed to print the billboard poster for £50. This time there were no mistakes and Damien delivered the completed poster to Sam by 4.00 pm on the afternoon of the 2nd November.

Sam was happy to pay Damien for his work but he was still fed up with how the graphics and printing had worked out. He decided that he would not pay Lori for any of her graphics; she should learn to be more careful in future.

Bob Ewing collected the billboard poster from Sam that evening and began to paste it on the billboard which Sam had booked. Bob always posted new billboards at night time as there was little vehicular or pedestrian traffic at that time.

By 9.00 pm Bob had almost completed pasting the poster to the billboard. He was using a new paste bucket for the first time and was very pleased with it. It was made out of stainless steel and had Bob's name and phone number etched on it in large red letters; it had been very expensive but Bob was pleased to have a bucket that would not rust and that added to his image as a first class tradesman.

Bob was at the top of his ladder pasting the last piece of the poster in the top right-hand corner, when he heard a loud voice, singing and shouting. He looked down to see a man, grasping an empty bottle of whiskey and staggering back and forth across the footpath. Bob watched as the man continued to shout obscenities at passers-by.

The man, who turned out to be Malachy Wilson, saw Bob looking down at him. "What are you looking at?" he shouted up to Bob, "D 'you want a smack on the nose?"

Bob said, "You should calm down mate, you're upsetting people". Malachy shouted, "Mind your own business! I can do what I want!" He stayed where he was for several minutes shouting to Bob, "Hey I like your bucket – gimme your bucket – I want your bucket!" Bob was becoming increasingly anxious about what Malachy was going to. Suddenly Malachy shouted, "If you won't give me it I'm going to take it" and deliberately ran into the ladder, knocking it out from underneath Bob, who fell to the ground with a crash. As the ladder slid down the billboard it ripped two large holes in the poster. Bob landed on his back and his bucket of paste flew up in the air then fell to the ground splattering paste over the pavement; fortunately, it was so well made it did not get damaged in the fall. Malachy obviously thought this was hilarious. As he picked up the bucket, Malachy produced a knife and swung the bucket down on Bob's chest before continuing to weave his way on down the street clutching the still undamaged bucket and singing, shouting and swearing at the top of his voice.

Although in pain, Bob was able to reach his mobile and he immediately phoned the police and for an ambulance. Once they had made sure Bob was safely in the ambulance, the police officers set off in their patrol car to look for the culprit. It took them a couple of hours to find him. Malachy had gone into a nearby pub where he met up with a friend called Rachel Briggs. Rachel had been in the pub for half an hour or so and had drunk a pint of Guinness. Malachy proceeded to buy another bottle of whisky but Rachel decided that she didn't want to take any more alcohol until she had eaten something, so the two headed out to a nearby take away where Rachel bought a fish supper, which she ate as they sat on a bench a little way along from the pub. Malachy told Rachel all about his encounter with Bob and then presented her with Bob's paste bucket which she decided she would keep as a "trophy".

When the police officers finally caught up with Malachy it was easy for them to identify him from Bob's description. It was not difficult to identify the bucket either because of Bob's name emblazoned on its side. By now, Malachy had drunk half of the contents of his whiskey bottle. Rachel was just finishing her fish supper and Malachy was singing sea shanties at the top of his voice and shouting at anyone who walked past where he was sitting. Rachel thought this was hilarious although she was too busy eating to join in. When the police car pulled up beside them, Rachel stood up and picked up the bucket. Unfortunately, it slipped out of her hand and hit her foot, from which it bounced onto the road in front of a passing car, which drove over it, crushing it flat. Rachel burst into tears, crying, "That was my bucket, Malachy gave it to me, I needed it more than Bob!"

With the arrival of the police, all the defiance seemed to have evaporated from Malachy, so the officers had no trouble bundling him and Rachel into the police car and taking them back to the station.

Bob was taken to the local hospital and subsequently diagnosed with badly bruised ribs from Malachy's blow with his bucket. The only silver lining to Bob's day was that his ladder had not been damaged in its fall.

By mid-November, Keith and Lorraine had completed building the bridge and the pier for Margaret's company and had almost finished work on the job for John. By the afternoon of the 16th, there were only a couple more planks that needed cutting and fitting to the walkway. Keith never felt the cold and, as usual, he had taken off his T shirt by mid-afternoon. He had set up a trestle table as a workbench on which he cut the planks, using the circular saw. Usually, when Keith finished cutting, he followed his training by taking his finger off the saw's trigger and letting the circular blade stop rotating before he set it down but this time he was in a hurry as he wanted to get the walkway completed before he finished work for the day; so this time, when he finished cutting the last of the planks, he set the saw down on the table before it had stopped rotating. The revolving blade bounced off the table causing the saw to leap into the air; without its guard, the unprotected blade caught Keith's forearm, cutting it to the bone.

Keith screamed and then fainted. Lorraine was working nearby; when she heard Keith's scream she ran up to see what had happened. She had no training in first aid but she ripped off her hoodie (which was a "work" hoodie provided by Tom) and used this to apply as much pressure as she could to the wound; holding the hoodie in place with one hand she then rang for an ambulance. When Keith had been taken to hospital, Lorraine phoned Tom who rushed to the site. Lorraine was obviously upset, so Tom sent her home. There was only the one remaining plank to fit into the walkway. It only took Tom ten minutes to complete the work and another few minutes to tidy up. Once this was done, Tom headed over to the hospital to see how Keith was. John came down to look at the finished work that evening. He was a bit surprised that Keith and Lorraine had left without telling him they had finished but he was very pleased with the finished walkway.

Keith's injury was serious, but, fortunately, after surgery and a few months of physiotherapy, he made a full recovery, although he was left with a jagged scar on his arm. Tom was deeply relieved that Lorraine had been able to staunch the blood from Keith's wound and was more than happy to replace the ruined work hoodie with a new one – in fact he provided her with two new hoodies and a new work jacket as a small gesture of gratitude.

Ciaran, Francie and John decided to open their three businesses on the same day in early December so as to garner maximum publicity. All three businesses quickly proved very successful. John did a brisk trade in Christmas trees and Francie had imported a shipment of orchid plants which proved very popular as Christmas presents.

Ciaran's café and delicatessen also proved very popular. It was stylish and was designed to appeal to the 'eco conscious' customer. Ciaran had focused on making his business as sustainable as possible. While the business was not entirely plastic free, he had adopted the relatively new concept of a "zero-waste" corner. This was an area of the shop which was like a pick'n'mix stand for staple foods, such as pasta, rice

and cereals, which were sold by weight. Customers could bring their own jars, boxes or bags to fill from the much larger containers in store.

Ciaran had also expanded this concept into health foods. A while before the café had opened, when looking at his own medicine cabinet, he realised how much plastic was wasted in the design of vitamin containers. This gave Ciaran the idea of selling vitamins in the zero-waste corner too. He bought vitamin C, vitamin D, cod liver oil, and multivitamin tablets in bulk, stored them in large dispensers and allowed customers to re-fill their old containers from these.

Ciaran's baked goods were also proving very popular. The Café sold out of his famous chocolate brownies every day. His secret recipe included one teaspoon of peanut butter in every batch of 50 brownies. Ciaran wrapped each brownie in brown paper and placed a sticker showing his Café's logo on each package, along with a food label which contained a full list of all the ingredients in the brownie mix.

By the first Saturday in January, Ciaran had run out of the food labels for the brownies; he had ordered more but these had not yet arrived. Ciaran knew that the new labels would arrive the following Monday but he did not want to disappoint his customers in the meantime so continued selling the brownies with just the Café's logo on their wrapping.

Grace Irwin had heard brilliant reviews about Ciaran's cafe and that Saturday morning she drove out to visit it. She decided to buy half a dozen brownies. She was disappointed that the brownie packets did not include a list of ingredients on their labels. Grace was severely allergic to nuts. She saw Ciaran and asked him if there were any nuts in the brownies. Ciaran thought that, as there was such a tiny amount of peanut butter in each brownie, this could not do any harm so he told Grace there were no nut products in his recipe. Grace was delighted and bought the six brownies she had collected as well as two coffees to take away.

Grace put four of the brownies in her bag and went outside to meet her good friend Arthur Leckey at the bridge to the Petting Farm. They planned to take a walk around the Petting Farm while drinking their coffees. Grace gave Arthur one of the brownies and bit into another herself. She could not believe how rich and moist it was. Almost immediately, Grace began to feel unwell. She was struggling to breathe. She grabbed Arthur's arm, who turned to see Grace gasping and clutching her neck before she collapsed to the ground. Arthur pulled open Grace's bag, grabbed her EpiPen and pushed an injection into her leg. After a few moments Grace regained consciousness but she was very confused and was still having some difficulties breathing. Arthur helped Grace to his car and rushed to the local hospital. Grace was diagnosed with anaphylactic shock caused by consuming a nut product; she had to stay in hospital for three days. She was so upset about the incident that she phoned the police and an officer came to see her in hospital. She showed him the brownies which were still in her bag and explained what had happened.

When the police officer and a colleague went to visit Ciaran at the Café he admitted that there was a little peanut butter in the brownie mix. The officers noticed customers filling what appeared to be old pill containers with tablets from large coloured dispensers that were labelled with a variety of vitamins. This looked sinister to the

officers, who took samples of each different kind of tablet. They were surprised when the result of drugs tests on these samples revealed that the tablets were indeed the vitamins as had been stated on the respective dispensers. Even so, they did not like the way in which Ciaran was selling the vitamins; they felt that the lids on the dispensers could be meddled with as these were not locked and were very easy to open.

As the Flower and Garden Festival 2021 approached, Sam had almost completed his preparations.

Exhibition NI's new conference centre had opened and had already been used for a few small engagements but the festival was the first large event which would use the conference hall. Sam had decided that the Festival needed a special bit of publicity and had worked out what this should be; he was the proud owner of a rare 1960's model of a Volkswagen camper van which had originally belonged to a well-known local artist called Kelvin Stokes. Kelvin had been a leading member of the alternative arts scene and the camper van still wore the psychedelic flower decoration Kelvin had painted all over its body work. Sam decided to invite local journalists to an event a couple of days before the festival during which he parked the camper van on Hillview Road just outside the entrance gates to the grounds of the exhibition centre; he reminded them all about Kelvin's place in Belfast cultural history and explained that he wanted visitors to the festival to be able to see his remarkable vehicle "close up". Sam was delighted that this led to several items on the local TV news that evening and the following day and he noticed a significant upsurge in on-line ticket purchases. Unfortunately, Denis Makepiece had also noticed the news item. Denis made a good living from taking orders from well to do customers for particular vintage cars; his boast was that he had never failed to provide the make and model requested as long as his price was met. Denis did have an excellent set of contacts which meant that much of the time he could obtain the vehicles legitimately but, when this proved difficult, he had other methods at his disposal. The publicity about the camper van was providential; Denis had been trying to buy this model for a Russian customer for several months but without success and he knew that the added interest of Kelvin's involvement with the vehicle would only add to its appeal for his client.

Several of the exhibitors in the conference hall needed extra electricity sockets for a variety of purposes; some wanted to utilise special lighting effects; others needed to power equipment they were demonstrating for sale, such as tropical fish tanks and electric incubators for delicate plants. This was not going to be a problem as there was a bank of electricity sockets at the front of the hall; adaptors on electricity cables could be run from these to anywhere they were needed in the hall. Sam had booked Producthouse Ltd (generally known as "Producthouse") to erect a stage at the front of the hall from which opening and closing speeches would be made as well as any announcements necessary during the festival. Producthouse was also responsible for providing the necessary adaptor cables and running these from the bank of sockets to the various stalls where they would be needed by the relevant exhibitors.

Producthouse had two directors: Steve Logan and Wendy Lee. Wendy generally took care of the organisation and accounts side of the business while Steve went to the job sites and managed the events.

Steve arrived at the conference hall at 1.30pm on 29th March 2021 along with several Producthouse employees. However, two more employees, Peter Nugent and Walter Forde, did not arrive until later; they had been given the task of connecting and laying out the adaptor cables and they could not start this until the stage had been installed. The two men knew from experience that building the stage usually took at least a couple of hours so there had been no point in arriving until 4.00 pm. Peter was a foreman in Producthouse and was Walter's line manager; Walter had only been with the company for six months or so. Their job was not particularly taxing. Little could go wrong as long as they made sure that all of the cables were laid safely outside any areas to which the public would have access. If a cable did have to cross a public area, then it had to be taped to the floor.

Once the stage was completely set up, Peter and Walter began to connect and lay the adaptor cables. By 9.00 pm they were growing tired. They only had one final cable to lay; this was to a stall right at the rear of the hall, diagonally opposite the bank of sockets from which the cable was to run. As this was the last piece of work the two men had to complete, Peter told Walter that he could leave; "I can sort this," he told Walter, "What could possibly go wrong with a wee job like that." "You're the boss" said Walter; he was delighted as, if he left immediately, he could get to a nearby pub, the "Lolling Horse", in time for the second half of a Liverpool football match being shown on the pub's TV. As Walter headed out of the building, Peter uncoiled the adaptor cable. It was only at this point that he realised that it was not long enough to run around the perimeter of the hall until it reached the appropriate stall. The only way in which it would reach was if Peter ran it under a few rows of seats set out in front of the stage. If he did this, the cable was just long enough to allow him to run it from the rear of the seating area, over to the side wall of the hall and then on down this wall until it reached the stall. Peter knew that he should really examine the other adaptor cables which he and Walter had already laid as some of these were longer than the one he was using now; he could then swap the cables so that the longer one could reach the back stall without going across the hall. But Peter was fed up; he was already regretting telling Walter to go early and he did not see why he should have to stay on any longer than he needed to. He laid the cable through the seating area, over to the wall and down to the stall. "That'll do for tonight," Peter said to himself, "I'll get Walter to swap a longer cable tomorrow or he can always just tape this one down if we run out of time."

Sam was the only other person left in the centre. On his way out, Peter told Sam that he had finished for the night and that he and Walter would be back the following morning.

Sam went into the centre, opened the door to the hall and looked in; everything seemed to be in order. He switched out the hall lights, locked up and went home.

Walter had told Peter his plans so Peter stopped off at the Lolling Horse on his way home and the two men watched the rest of the match together. Walter had drunk two pints of beer by the time his brother, Eamonn collected him. They offered Peter a lift home but he decided that he wanted to stay on a little longer. He had bumped into a couple of friends who had also come to watch the match. Before he knew it, he had consumed another three pints of beer and two whiskeys on top of the pint Walter had bought him when he first arrived.

When the Lolling Horse closed, Peter got into his car which was parked on the street outside. As he put his keys into the ignition the barman from the Lolling Horse, Robin Berry, who had followed Peter out, knocked on his car window. "You shouldn't be driving," he said, "You aren't fit to."

Peter scoffed at Robin. "I mean it", Robin said, "If you turn that ignition on I will go back in and call the police". Peter turned on the ignition, wound down his car window and said three words, "I dare you!" He put his car into gear and drove away. Robin went back into the pub and reported Peter to the police, explaining how much alcohol he had drunk during the evening. Once he had done this he checked the pub's CCTV from the camera outside its front door. As he had expected, it showed him talking to Peter and the latter driving off with his car swerving erratically down the street.

Peter had only driven around 100 metres when he realised himself that he was not fit to drive. He pulled his car over to the side of the street and parked it there. He got out of his car and began to walk back towards the pub to tell Robin that he was not going to drive any more that night. However, when he got to the pub, he noticed a bike propped against its front wall. Peter had planned to ring for a taxi but he changed his mind; he decided to take the bike and cycle home. "I'll bring it back tomorrow after work", he said to himself, "I'll only need it this one night". Despite being in a drunken haze, he still realised this might annoy the owner so he scribbled a note on a paper tissue he had in his pocket, "Don't worry – you'll get your bike back tomorrow", and stuck it to the wall with some chewing gum before starting off along the pavement.

When Robin came out of the Lolling Horse, he realised that his bike was gone. Reading Peter's note did not make him feel much better. He went back into the pub and checked the CCTV again; sure enough, it had recorded Peter taking the bike. Robin phoned the police again and told the officer who answered his call about the bike and who had taken it. Police constables Roland Doherty and Alice Morrow were in a patrol car in the vicinity; when the incident was relayed to them they drove along the street on which the pub was located. They soon saw Peter on the bike weaving around erratically on the road. They slowed their car and drove behind him for 100 metres or so. When they were satisfied that both the bike and Peter matched Robin's descriptions they drew up alongside Peter, wound down the passenger window of the car and told him to pull over. Peter stopped and got off the bike, saying, "It's only borrowed and you can have it back". Unfortunately, this did not seem to satisfy his pursuers. Alice immediately got out of the police car and gave Peter a road side breath test, which he failed. Alice then told him to get into the police car whilst Roland put the bike on the car's roof rack. They then took both the bike and Peter back to the station.

The following morning the conference hall was a hive of activity. Sam had arrived early so that he could practise his opening remarks on stage. He asked his wife, Ethna, to sit in one of the seats positioned in front of the stage so that she could listen to his speech to make sure she could hear him clearly. Unfortunately, Peter and Walter were not so early; Peter had slept in after his adventures the previous evening; Walter was giving Peter a lift to work so he had to wait until Peter was ready to come with him.

Ethna was so proud of Sam. When he finished practising his speech, she was full of praise as she went to meet him at the front of the stage. As she walked through the rows of empty chairs, her foot caught on the adaptor cable running through the seating area. Ethna fell to the floor with a thud, hitting her left elbow against the floor. Not wanting to cause a scene, Ethna got back to her feet as quickly as she could. She checked her new dress and tights; fortunately nothing had been torn or marked in her fall but her elbow was extremely sore and was already beginning to swell. She tried to make light of the whole incident but Sam could see that she was in pain. He at once went to find Steve Logan and complained about the way in which the adaptor cable had been laid. Steve too was annoyed and when Peter and Walter arrived a few minutes later he made it clear that this was not an acceptable standard of work. Peter felt that he had to explain that he was responsible but Steve was annoyed with Walter as well; "If you had stayed to help, at the very least you could have reminded Peter to make sure that the cable was properly taped down!" he exclaimed.

The pain in Ethna's elbow was getting worse so she reluctantly decided that she would have to miss the opening of the festival. On her way home, she called in at a pharmacist's dispensary. She showed her swollen elbow to the pharmacist on duty; he suggested that she purchase an elbow support cuff and Ibuprofen pain killers.

After seeing Ethna off, Sam went back to the conference hall just as the visitors started to arrive. The hall looked wonderful with flowers, topiaries and other exhibits positioned all around its walls. None of the visitors would have any idea about the earlier incident.

Francie had set up a beautiful display of bouquets based around the four seasons as well as example wedding bouquets and flower archways. She was advertising a 20% discount exclusively available to anyone who ordered and paid a 10% deposit for one of her wedding packages during the days of the festival. Francie's cheapest package cost £1000 so many brides were keen to secure a saving on such amazing floral arrangements.

One such bride-to-be was Sarah Lawrence. Sarah was attending the flower show with her mum, Catherine Lawrence, who was a keen gardener. Catherine had recently broken her right arm which meant that it was difficult for her to carry any shopping bags. Sarah had only intended to keep her mum company and carry any items Catherine purchased.

Sarah kept her mum's belongings such as her purse and her tissues inside her own handbag for the day so that her mum did not have to carry anything.

The beautiful colours of Francie's flower booth caught Sarah's eye. Sarah was mildly allergic to the pollen in many flowers and had therefore previously decided that she would use faux flowers on her wedding day, but she had never seen any faux flowers that compared to the beauty of Francie's arrangements.

When Sarah saw the discount that Francie was offering during the festival, she felt that the fates had aligned and she had found her florist. As Sarah walked around and considered the various different packages that Francie offered, the pollen from the flowers started to trigger her allergies, causing her to sneeze and her eyes to water;

she took out a tissue and, although she was in discomfort, she continued considering the different options.

Sarah finally chose and paid the deposit for the package she wanted; as she walked away, she absentmindedly plucked a leaf from one of the flower arrangements and twiddled it between her fingers as she went to find her mum and tell her about her order.

John Wallace's booth was beside Francie's. He had come to the festival to showcase his topiaries, as well as his flower boxes and garden ornaments. John was renowned for his topiaries. To grow these, he would shape small trees to look like well-known people or things, such as animals or cartoon characters. John wove metal wire cages together and then placed them around the trees when they were young and used these to grow and cut each tree into the required shape around its cage. These topiaries had become so popular that John had started to train one of his employees, Rosemary Tallon, in how to make them and some of Rosemary's work was on sale in John's booth.

Catherine had actually got no further than John's stall because she had decided to buy one of the topiaries. With Sarah's help, Catherine ultimately settled on a tree shaped into the shape of a Mickey Mouse head about 25 cms in height; this was one of Rosemary's pieces and she was very proud of it. Sarah gave Catherine her purse. Catherine purchased her topiary and John put this inside a thin plastic bag which Sarah carried for her mother.

As Sarah walked around the other stalls she felt a sudden sharp pain in her leg. She thought the person behind her must have accidentally hit her with the corner of his shopping trolley. A few minutes later she felt the pain again. When she looked down, her tights were ripped and her leg was soaked in blood. Sarah saw a long, thin, sharp piece of wire poking out through a hole that it had cut in the plastic bag she was carrying. One of the wires in the cage supporting the topiary was sticking out through its leaves; it had obviously not been properly woven into the metal cage of which it formed a part.

Catherine spotted the nearest staff member and asked for help. He brought a chair over to Sarah and arranged for another staff member who was trained in first aid to come and clean the wound and provide a temporary dressing. The cut was quite deep and in an awkward position, so Sarah was concerned that it might require stitches. Catherine phoned for an ambulance. While they were waiting for the ambulance to arrive, Catherine could see that her daughter was in significant pain. Catherine's husband, Roger, had been prescribed Tramadol painkillers for a severe bout of sciatica which had started in February and from which he continued to suffer. Unbeknownst to Roger, Catherine had taken some of these painkillers and popped them into her handbag before she left the house that morning, in case she found the pain in her arm becoming uncomfortable whilst she was at the festival. Catherine offered Sarah three of these painkillers whilst they waited for the ambulance. She explained that the tablets belonged to Sarah's father but said, "I was given a prescription for these when I broke my arm but I've used all mine up so I took some of Dad's; I'm sure he wouldn't mind and it's just the same whether they were prescribed for him or for me." Sarah was in so much pain she took Catherine up on her offer, she

swallowed one of the tablets and put the other two in her pocket. By the time the ambulance came, Sarah presented to the paramedics as if she was in no pain at all. After filling out the relevant paperwork, including Sarah's name, address and date of birth, the paramedics asked her if she had taken any medication. Catherine volunteered that she had given Sarah a Tramadol tablet. Thankfully, the paramedics were able to use adhesive strips to close the wound so that Sarah did not have to attend hospital; once they had finished, she and Catherine went home.

By the middle of the second day of the festival Sam was really well pleased with visitor numbers and their reactions to the event. Exhibitors' vans were coming and going all the time as they brought extra sale items to their stalls. In fact, there was such a general bustle on the road outside the centre's grounds that no one paid any attention to a van towing a low loader trailer which pulled up and parked just in front of the Volkswagen camper van, nor to the man in overalls who jumped out of the van, prised open the driver's window in the camper van, released its hand brake and then pushed the vehicle on to the trailer. The whole episode took less than five minutes before the van and trailer drove away. It was only when Sam came past an hour later that he realised that his precious camper van was gone. When he spoke to the security guards on the gate they were shocked to realise that the removal of the camper van had not been arranged by Sam – the man in overalls had seemed so confident that they had not really paid any attention to what he was doing. Fortunately, the incident had been caught on the exhibition centre's CCTV. This footage was sent to the local police station from where it was forwarded to a unit specialising in crimes involving articles of particular value. It did not take the officers in this unit long to identify Denis Makepiece from the video as they had long suspected him of involvement in this type of crime. One of the officers contacted Sam to say that Denis had been traced to a ferry going to Belgium, onto which he had booked a small lorry. Unfortunately, the officer told Sam that Denis' return trip was not due for another week and that it was highly likely that he would by now have disposed of the camper van somewhere in Eastern Europe. Sam was distraught as he knew he would never see his beloved VW again.

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 mark with an 'x' the box next to each of the statements which you believe to be correct.

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

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

SECTION B INSTRUCTIONS

In addition to the narrative, you have been provided with extracts from various statutes (the “statutory provisions”) set out on pages 25 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 mark with an ‘x’ the box next to each of the statements which you believe to be correct.

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

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

Criminal Damage (Northern Ireland) Order 1977

Article 3

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

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

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

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

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

Criminal Justice (Northern Ireland) Order 1980

Article 10

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

(2) A person who is drunk while in charge, in any road or other public place, of any horse or cattle shall be guilty of an offence...

Food Supplements Regulations (Northern Ireland) 2003

Regulation 2

(1) In these Regulations –

...

“dose form” means a form such as capsules, pastilles, tablets, pills, and other similar forms, sachets of powder, ampoules of liquids, drop dispensing bottles, and other similar forms of liquids or powders designed to be taken in measured small unit quantities;

“food supplement” means any food the purpose of which is to supplement the normal diet and which –

(a) is a concentrated source of a vitamin or mineral or other substance with a nutritional or physiological effect, alone or in combination; and

(b) is sold in dose form;

...

“sell” includes possess for sale and offer, expose or advertise for sale;

“ultimate consumer” means any person who purchases otherwise than –

(a) for the purpose of resale,

(b) for the purposes of a catering establishment, or

(c) for the purposes of a manufacturing business.

(2) A food supplement shall be regarded as prepacked for the purposes of these Regulations if –

(a) it is ready for sale to the ultimate consumer or to a catering establishment, and

(b) it is put into packaging before being offered for sale in such a way that the food supplement cannot be altered without opening or changing the packaging.

...

Regulation 4

No person shall sell any food supplement to the ultimate consumer unless it is prepacked.

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.
- (1) 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.

Misuse of Drugs Act 1971

Section 2

(1) In this Act —

(a) the expression “controlled drug” means any substance or product for the time being specified —

(i) in Part I, II or III of Schedule 2,

...

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

Schedule 2

Part III

Class C Drugs

The following substances, namely

...

- Temazepam
- Tetrazepam
- Tramadol
- Triazolam

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.

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.

Road Traffic (Northern Ireland) Order 1981

Article 3

- (1) It is an offence under this Order for a person to drive on a road a motor vehicle of any class otherwise than in accordance with a licence authorising him to drive a motor vehicle of that class.

Article 90

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

(4) Any person who contravenes paragraph (1) shall be guilty of an offence under this Order.

Article 172

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

(2) If on proceedings on indictment for an offence under this Article the jury is satisfied, or, on summary proceedings under this Article the court is satisfied, that the defendant acted in the reasonable belief that he had lawful authority, or in the reasonable belief that the owner would, in the circumstances of the case, have given his consent if he had been asked for it, the defendant shall not be liable to be convicted of the offence.

Article 175

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

(a) injury is caused to any person other than the driver of that vehicle;
or

(b) injury is caused to any animal other than an animal in or on that vehicle or owned by the driver of that vehicle; or

(c) damage is caused to any property other than that vehicle or property in or on that vehicle or property of the driver or owner of that vehicle, the following provisions of this paragraph shall have effect —

(i) the driver of the vehicle shall, if the vehicle is not stationary after the occurrence of the accident, stop the vehicle,

(ii) the driver of the vehicle shall keep the vehicle stationary at or near the place where the accident occurred for such period as is

reasonable in all the circumstances having regard to the provisions of sub-paragraph (iii),

(iii) the driver of the vehicle shall give to any constable on demand and to any other person who on reasonable grounds requires him to do so, his name and address, the name and address of the owner of the vehicle and the identification mark or number of the vehicle,

(iv) the driver of the vehicle shall if for any reason he does not give the particulars mentioned in sub-paragraph (iii) or (whether or not those particulars are given) the accident has directly or indirectly resulted in injury to any other person, forthwith report the accident and give those particulars and, where the vehicle is a motor vehicle, produce his certificate (within the meaning of Article 97(4)) at a police station or to a member of the Royal Ulster Constabulary (*this is now applicable to members of the PSNI*) so, however, that it shall be a good defence to any person charged under paragraph (2) with a contravention of the provisions of this sub-paragraph to prove that he had good cause for such contravention and that he reported the accident and gave the particulars at a police station or to a member of the Royal Ulster Constabulary as soon as was reasonably practicable after the occurrence of the accident.

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

Article 180

(1) A constable in uniform may require any person driving a mechanically propelled vehicle on a road or other public place or any person riding a cycle on a road or other public place to stop, and any person who fails to stop when he is so required shall be guilty of an offence under this Order.

Road Traffic (Northern Ireland) Order 1995

Article 9

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

Article 10

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

Article 11

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

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

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

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

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

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

Article 12

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

Article 12A

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

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

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

to any circumstances shown to have been within the knowledge of the accused.

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

Article 13

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

(2) In those Articles ... "the prescribed limit" means, as the case may require-

- (a) 35 microgrammes of alcohol in 100 millilitres of breath,
- (b) 80 milligrammes of alcohol in 100 millilitres of blood, or
- (c) 107 milligrammes of alcohol in 100 millilitres of urine, ...

Article 14

(1) If a person causes the death of, or grievous bodily injury to, another person by driving a mechanically propelled vehicle on a road or other public place without due care and attention, or without reasonable consideration for other persons using the road or place, and—

- (a) he is, at the time when he is driving, unfit to drive through drink or drugs; or
- (b) he has consumed so much alcohol that the proportion of it in his breath, blood or urine at that time exceeds the prescribed limit; or
- (c) he is, within 18 hours after that time, required to provide a specimen in pursuance of Article 18, but without reasonable excuse fails to provide it, or
- (d) he is required by a constable to give his permission for a laboratory test of a specimen of blood taken from him under Article 18A, but without reasonable excuse fails to do so,

he is guilty of an offence.

(2) For the purposes of this Article a person shall be taken to be unfit to drive at any time when his ability to drive properly is impaired.

Article 15

(1) A person who, when driving or attempting to drive a mechanically propelled vehicle on a road or other public place, is unfit to drive through drink or drugs is guilty of an offence.

(5) For the purpose of this Article, a person shall be taken to be unfit to drive if his ability to drive properly is for the time being impaired

Article 16

(1) If a person –

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

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

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

(3) The court may, in determining whether there was such a likelihood as is mentioned in paragraph (2), disregard any injury to him and any damage to the vehicle.

Article 33

(1) A person is guilty of an offence if he intentionally and without lawful authority or reasonable cause—

(a) causes anything to be on or over a road; or

(b) interferes with a motor vehicle, trailer or cycle; or

(c) interferes (directly or indirectly) with traffic equipment,

in such circumstances that it would be obvious to a reasonable person that to do so would be dangerous.

(2) In paragraph (1) “dangerous” refers to danger either of injury to any person while on or near a road, or of serious damage to property on or near a road; and in determining for the purposes of that paragraph that would be obvious to a reasonable person in a particular case, regard shall be had not only to the circumstances of which he could be expected to be aware but also to any circumstances shown to have been within the knowledge of the accused.

Article 44

A person who, when riding a cycle on a road or other public place, is unfit to ride through drink or drugs (that is to say, is under the influence of drink or a drug to such an extent as to be incapable of having proper control of the cycle) is guilty of an offence.

Article 50

(1) If a person, without reasonable excuse, contravenes an indication given by a traffic sign which is—

(a) of the prescribed size, colour and type, or

(b) of another character authorised by the Department under Article 28 of the Road Traffic Regulation (Northern Ireland) Order 1997,

and which has been lawfully placed on or near a road, except where that indication is at variance with an indication given by a constable in uniform, he is guilty of an offence.

(2) A traffic sign shall not be treated for the purposes of this Article as having been lawfully placed unless either—

(a) the indication given by the sign is an indication of a statutory prohibition, restriction or requirement, or

(b) it is expressly provided by or under any provision of the Road Traffic Orders that this Article shall apply to the sign or to signs of a type of which the sign is one; and,

where the indication mentioned in sub-paragraph (a) is of the general nature only of the prohibition, restriction or requirement to which the sign relates, a person shall not be convicted of failure to comply with the indication unless he has failed to comply with the prohibition, restriction or requirement to which the sign relates.

The Road Traffic Regulation (Northern Ireland) Order 1997

Article 2

(2) In this Order—

- “carriageway” means a way constituted or comprised in a road being a way over which the public have a right of way for the passage of vehicles;

...

- “public road” means a road which is maintainable by the Department, and includes any part of such a road and any bridge or tunnel over or through which such a road passes;

- “road” includes a public road and any street, carriageway, highway or roadway to which the public has access;

...

- “vehicle” includes a cycle and a trailer.

Article 3

(1) A person driving or riding a vehicle or animal on a road shall, except where it is unreasonable in the circumstances to do so and except where otherwise provided by paragraph (2) or indicated by a traffic sign or the Highway Code, drive or ride the vehicle or animal on the left or near side of the carriageway, having regard to the direction in which he is proceeding.

(2) A person driving or riding a vehicle on a road and overtaking a vehicle on that road shall, except where the Highway Code indicates that he may overtake on the left or near side, overtake on the right or off side of that other vehicle.

(3) A person who contravenes paragraph (1) or (2) is guilty of an offence.

Smoking (NI) Order 2006

Article 8

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

- (a) premises so far as they are smoke-free under or by virtue of Articles 3 and 4,
- (b) a place, so far as it is smoke-free by virtue of Article 5,
- (c) a vehicle, so far as it is smoke-free by virtue of Article 6.

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

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

(4) If a person charged with an offence under this Article relies on the defence in paragraph (3), and evidence is adduced which is sufficient to raise an issue with respect to that defence, the court must assume that the defence is satisfied unless the prosecution proves beyond reasonable doubt that it is not.

(5) A person guilty of an offence under this Article is liable on summary conviction to a fine not exceeding level 3 on the standard scale.

Article 9

(1) It is the duty of any person who controls or is concerned in the management of smoke-free premises to cause a person smoking there to stop smoking.

(2) Regulations may provide for a duty corresponding to that mentioned in paragraph (1) to be imposed on specified persons or descriptions of person in relation to—

- (a) places which are smoke-free by virtue of Article 5,
- (b) vehicles which are smoke-free by virtue of Article 6.

(3) A person who fails to comply with the duty in paragraph (1), or any corresponding duty in regulations under paragraph (2), commits an offence.

(4) It is a defence for a person charged with an offence under paragraph (3) to show—

- (a) that he took reasonable steps to cause the person in question to stop smoking,
or
- (b) that he did not know, and could not reasonably have been expected to know, that the person in question was smoking, or
- (c) that on other grounds it was reasonable for him not to comply with the duty.

(5) If a person charged with an offence under this Article relies on a defence in paragraph (4), and evidence is adduced which is sufficient to raise an issue with respect to that defence, the court must assume that the defence is satisfied unless the prosecution proves beyond reasonable doubt that it is not.

Article 12

(1) Any person who intentionally obstructs an authorised officer of a district council, acting in the exercise of his functions under this Order, commits an offence.

(2) Any person who without reasonable cause fails to give to an authorised officer, acting in the exercise of his functions under this Order, any facilities, assistance or information which the authorised officer reasonably requires of him for the performance of those functions commits an offence.

(3) A person commits an offence if, in purported compliance with any requirement of an authorised officer under paragraph (2)—

(a) he makes a statement which is false or misleading, and

(b) he either knows that it is false or misleading or is reckless as to whether it is false or misleading.

“False or misleading” means false or misleading in a material particular.

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 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 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.

Theft (Northern Ireland) Order 1978

Article 5

(1) Subject to paragraph (3), a person who, knowing that payment on the spot for any goods supplied or service done is required or expected from him, dishonestly makes off without having paid as required or expected and with intent to avoid payment of the amount due shall be guilty of an offence.

(2) For purposes of this Article “payment on the spot” includes payment at the time of collecting goods on which work has been done or in respect of which service has been provided.

(3) Paragraph (1) shall not apply where the supply of the goods or the doing of the service is contrary to law, or where the service done is such that payment is not legally enforceable.

SECTION C INSTRUCTIONS

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

There are 25 correct statements; the rest are incorrect.

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

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

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

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