

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

ADMISSIONS TEST DECEMBER 2022

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

Wednesday 14th December 2022, 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 41.

The Association Football Commemoration Games (the Games) are held once every six years at a location situated within the islands of Ireland and Great Britain. The Games celebrate the drafting of the first "Laws of the Game" in 1863, which established soccer in its present form. The Games are open to any non-professional or semi-professional team playing in a league recognised by the Association of the country or territory in which it plays. To be selected to play in the Games, a team must compete successfully against other qualifying teams within its country; by the end of these qualifying competitions, thirty-two teams are selected for the Games.

In July 2020, the inhabitants of Laureltown, County Antrim, were excited to hear that their town had been successful in its bid to be selected as the host for the competitors' village (the Village) and main competition complex (the Arena) for the 2022 Games. The group stages would be played between 1st and 14th July 2022 and the knockout stages would be played between 18th and 31st July. The mayor and councillors of Laureltown anticipated that the Games would be a significant boost to tourism in the area but they were aware that building the Village and the Arena would be very expensive, so they entered into a contract with Leisure Events Organiser Limited (LEO) in respect of the organisation of the Games. LEO is based in Ballymena and has an international reputation for organising large sporting events and music festivals. In the contract it was agreed that LEO would organise and pay for everything to do with the purchase of the necessary sites and the construction and fitting out of the Village and Arena, as well as running the Village and the Arena during the Games. In return for this massive capital investment, LEO would have the right to licence all advertising, catering and merchandising outlets within the two sites as well as charging for parking and for tickets to any matches played in the Arena. It was agreed that the Laureltown Council (the Council) would purchase the Village from LEO (at an agreed price) in December 2022. The Council could then sell the houses and apartments in the Village to private purchasers and to local housing associations as well as making the Village's sporting/leisure facilities available to the public. LEO had separately contracted with an up-and-coming local semi-professional club, Laureltown United, that it would buy the Arena once the Games had concluded. The main shareowner in this club was George Tennant, a local man who had become a multi-millionaire through the sale of his international IT company; George dreamed that the Arena would give his team the opportunity to compete at a whole different level from any other team on the island.

LEO's plan for the Village included 12 eco sustainable, three storey blocks, comprising individual apartments and town houses; it also included restaurants, a gym, a swimming pool and physiotherapy clinic, as well as a media and conference centre (the MCC). The plan for the Arena included the main stadium, as well as two smaller stadiums and a very large car park. Many of the matches played during the group stage of the Games would be accommodated in other local football clubs. However, all matches in the knockout stage of the Games would take place in one or other of the stadiums in the Arena.

William Markin was LEO's property manager. He was charged with locating the perfect sites for the Village and the Arena; he had the authority to negotiate deals and agree contracts for the purchase of any necessary lands and rights, and well as to grant rights on behalf of LEO. In relation to the Arena this posed few difficulties: LEO was able to purchase existing sporting facilities from Ballymena University. These

facilities were situated some miles away from Ballymena, on a site near Laureltown. The University had been hoping to sell them for several years, as it was in the process of consolidating its campus nearer to Ballymena. William could see that it would be relatively straightforward to demolish and replace some of the stadia and buildings on this site and to renovate and convert others, so as to provide the requisite facilities for the Arena.

Construction of the Village did not have such a readymade solution but, after considerable research, William located a suitable site: the Fairview Estate (Fairview). Fairview was situated ten minutes outside Laureltown, off the A13 dual carriageway. The estate comprised 75 acres and was owned by Rachel Milne. Rachel's father had previously farmed the land, but, after Rachel had inherited it on his death in 2015, she had let out the bulk of the lands to local farmers. This was now her opportunity to sell the land, keeping only the farmhouse and a small area of land surrounding it.

Fairview is located to the south of the A13 but does not front onto it. Lands known as the Forest, which are owned by Derek Martin, sit between the A13 and Fairview. At this point the A13 runs in an east west direction from Laureltown in the east towards Coleraine in the west. The Forest contains one small cottage and the remainder of the land comprises mature woodland through which twists a lengthy walking trail. Derek owns the hedge which separates the Forest from Fairview. William was pleased that the Forest would provide shelter for the Village from the wind and noise generated by the A13.

The Forest's western boundary begins at the same point as the western boundary of Fairview. The Forest stretches the entire width of Fairview's northern boundary and extends on to the Ballynabragget Road which borders the Forest's eastern boundary. The Ballynabragget Road runs in a north south direction and its northern end opens onto the A13.

Fairview is separated from the Ballynabragget Road by lands known as The Glenn which are owned by Mark Edmington. These lands are bordered to the north by the Forest, to the east by the Ballynabragget Road and to the west by Fairview. At the time of its purchase by LEO, Fairview was accessed by a small laneway which crossed the Glenn from the Ballynabragget Road. The boundary hedge between the Glenn and Fairview belongs to Mark.

Both Fairview and the Glenn are bordered to the south by lands known as Waterview Way which are owned by Laurel Rooney. The western boundary of Waterview Way is on the same longitude as the western boundaries of Fairview and the Forest; its eastern boundary is along the Ballynabragget Road.

On the A13 in the area of Fairview, traffic heading towards Laureltown travels towards the east and traffic bound for Coleraine travels towards the west. The Ballynabragget Road opens onto the southern, west bound lanes. However, in July 2020, there was no means of access from the A13 onto the Ballynabragget Road for those travelling eastbound. Any vehicle travelling on the northern, east bound lanes of the A13 which sought to access the Ballynabragget Road, had to leave the A13 at a junction further west where there was a bridge over the dual carriageway; this bridge led to a road which then connected to a series of country roads, the last of which eventually opened

onto the Ballynabragget Road some way to the south of Waterview Way and its neighbouring fields.

The dual carriageway is owned by the Department of Infrastructure (the Department), which also owns ten-metre-wide grass verges running along the north and south sides of the road. The Forest is separated from the southern one of these grass verges by a hedge which is entirely within the lands owned by Derek Martin.

The lands to the north of the northern verge are known locally as the Meadows and are owned by Katherine Hind. The western boundary of the Meadows is on the same latitude as the western boundary of the Forest but the Meadow's eastern boundary is approximately 500 metres to the east of the place where the Ballynabragget Road opens on to the A13.

Rachel Milne agreed to sell LEO all of her lands except a small square of land situated in the northwest corner of Fairview and comprising the farmhouse and its surrounding gardens (Fairview House). The portion of Fairview which LEO bought became known as the Village.

The small laneway that was previously used to access Fairview from the Ballynabragget Road via the Glenn was narrow and of poor quality; it had only ever been used by pedestrians, cars and light agricultural vehicles. Once it entered what had been the Fairview lands it would continue in a westerly direction until it reached an opening in the eastern side of the stone wall which surrounded Fairview House; it was via this opening that vehicles and pedestrians had entered Fairview House from the rest of the Fairview lands. This laneway would be totally inadequate to accommodate the volume of traffic that the Village would require. LEO therefore needed to construct a new roadway from the Ballynabragget Road to the Village; this would have to run over the Glenn, some metres to the south of the original laneway in order to provide better sight lines onto the Ballynabragget Road. This roadway would be needed for both vehicles and pedestrians. Once the roadway entered the Village it would continue in a westerly direction until it reached its western boundary; it would split the Village into two equal halves to the north and south of the roadway; William decided that this roadway through the Village would be called the Boulevard.

After some negotiation, Mark agreed to grant LEO the right to construct and use the new roadway on his lands in return for a significant payment; once the road was completed, Mark would be responsible for its repair and maintenance. It was also agreed that Mark would cut an opening in the hedge separating the Village from the Glenn at the point where the new roadway would enter the Village; Mark would also cut the opening in the hedge on the eastern boundary of his lands allowing the roadway access to the Ballynabragget Road. As part of the deal, William agreed that the company would give up any right over the original laneway.

William also agreed with Rachel that LEO would be responsible for constructing a laneway running south from the southern side of the wall surrounding Fairview House until it met the Boulevard. Rachel owned the wall surrounding her house; she would make an opening in this wall where the new laneway met it. Rachel would be granted a right of way for both pedestrians and vehicles over the laneway and the Boulevard to go to and from the entrance where the Boulevard connected with the roadway

running over the Glenn. In return for these rights of way, Rachel would give up any right to use the original laneway running over LEO's lands and allow it to build over this laneway. Rachel also agreed with the owner of the Glenn that she would give up any rights of way she had had over the original laneway running over the Glenn in return for the right for herself and visitors to her house to use the new roadway on foot or with vehicles to enter and exit the entrance to the Village and the Ballynabragget Road.

Rachel built up the wall where the original entrance to Fairview House had been situated and installed gates at the newly created entrance on the southern side of her property.

Derek Martin was very enthusiastic about the development of the Village. He approached William and suggested that he would be willing to grant to LEO the right for anyone occupying the apartments and townhouses constructed in the Village to use the walking trail which ran through his land. This walking trail ran from a narrow gate in the Forest's boundary with the Ballynabragget Road, through the woods, to its southern boundary and then northeast again until it returned to the entrance gate. William was keen on this idea as this be a scenic attraction. It was agreed that LEO would be given the right to cut an opening in the hedge which separated the Village from the Forest at the point where the walking trail bordered the southern boundary of the Forest and to install a gate in this opening. It was also agreed that LEO would be responsible for shutting and locking this gate between the hours of 7.00pm and 8.00am each day; Derek did not want people walking on his lands in the evening, night and early morning.

William also intended to position a security guard on this gate as well as guards on the entrance from the Glenn to the Boulevard, to check the identity of anyone trying to enter the Village.

William had been the lead on similar projects in recent years and had previously worked with Hierarchy Limited in respect of architectural and engineering issues. William contacted the managing director of Hierarchy Limited, Paula Spence, and requested that a full survey of the site be undertaken and that detailed plans for the design of the Village be prepared. Paula was acutely aware of the prestige attached to the development of the Village for the Games. The job was given top priority and within a few weeks the survey and plans were completed and a comprehensive report sent to William. Along with the report, Paula enclosed an email which highlighted the salient features in relation to pipes and cables.

From: paulaspence@hierarchytld.com
To: williammarkin@leo.com
Date: 15 August 2020

William,

The report is lengthy but I appreciate you are under some pressure so these are a few issues which I wanted to highlight at the outset.

The first thing you will need to consider is sewerage. Many houses in this area are served by septic tanks. However, the Department of Infrastructure installed a mains sewage pipe along the southern verge of the A13 from Coleraine to Laureltown last year.

The Media and Conference Centre (the MCC) will be located in the north-eastern corner of the site. The restaurants, gym and ancillary buildings will be located in the middle of the site, just to the north of the Boulevard. The residential buildings containing the apartments and town houses will sit in the southern half of the site.

The sewage pipes running from each building on the site will run into one large sewage pipe. This pipe will run from a point just inside the middle of the southern boundary of the site to the middle of its northern boundary – this central sewage pipe will obviously have to be connected to the mains sewer running along the A13, which will necessitate it continuing on in a northerly direction over the lands separating the Village from the A13.

The sewage pipe running from the MCC and connecting it with this central sewage pipe will run underneath the car park which will be constructed to the west of this building.

The natural topography of the site is such that there is a significant risk of flooding during heavy rainstorms due to "run off" of surface water from the hard landscaped areas to be constructed on the site. I would advise that this be avoided by installing a series of surface water drains throughout the site and particularly under all paved or tarmaced areas. A significant drainage ditch already runs over the adjoining Waterview Way in a south easterly direction from a point on its western boundary, not far from its northern boundary. All the new surface water drains within the Village can be brought together into one new surface water drain running in a south westerly direction, from the car park to the west of the MCC, to a point on the southern boundary of the Village near to its western boundary. At this point it can cross into Waterview Way and continue on in a south westerly direction to connect with the said drainage ditch, into which the surface water running from the Village can be discharged.

The nearest water mains connection is on the western boundary of the Ballynabragget Road, at a point just to the north of where the newly built roadway into the Village will be. A pipe will need to be built from that point to run due west into the Village. Once the pipe is inside the boundary of the LEO's lands, a number of water pipes can be constructed connecting this pipe to the various buildings within the Village.

The closest connection to the electricity grid is just within the boundary of Waterview Way at its southeast corner, where it adjoins the Ballynabragget Road. Again, one electricity cable could be laid from this connection, over Waterview Way until it reaches the boundary with the Village. As with the sewer pipe, once the cable reaches the Village site, you can install cables running from this to the various buildings on the site.

Once you have had the opportunity to consider the report and plans give me a call and we can meet up to discuss.

Best wishes,

Paula.

William's next job was to work out all the rights that would be needed over adjoining lands in order to meet the requirements of the survey, the plan and Paula's covering letter. Mark Edmington agreed to grant LEO the right to construct and use the necessary water pipe and also to enter his lands to repair and maintain same. Derek Martin also granted LEO the right to construct and use the necessary sewage pipe over his lands, along with the right to enter his lands to repair and maintain this pipe.

Laurel was not at all keen on LEO's workmen entering her lands. In the end, she agreed to construct the surface water drain running from the northern boundary of her lands to the drainage ditch and that she would grant LEO the right to connect its drainpipe to this drain. The post and rail fence wall separating the Village from her lands was owned by LEO and her northern boundary stopped immediately to the south of this fence. This meant that the point where the two drains would connect could be on the actual boundary and did not need to come on to her lands. LEO would be allowed to discharge surface water into the pipe which she constructed. Laurel would be responsible for repairing and maintaining the pipe on her lands. Because of Laurel's aversion to LEO workmen operating on her lands, she agreed to install an electricity cable running in a north westerly direction from the connection point in the southeast corner of her property until it reached the boundary with the Village site. She gave LEO the right to use this cable but she would continue to be responsible for its repair and maintenance.

The Department officials were concerned that the current road infrastructure would not be sufficient for traffic seeking to access the Village from the northern, eastbound lanes of the A13. They decided to build a road bridge over the dual carriageway, from a location in the Meadows, to a point a little to the east of where the Ballynabragget Road opens on to the A13. The Department would also build three hundred metres of new road running southwest from this point and then opening on to the Ballynabragget Road on its eastern side.

The Department would construct a slip road leading from the A13 to the end of the bridge situated in the Meadows and another slip road leading from that end of the bridge back onto the A13. This would allow east bound traffic to access the Ballynabragget Road via the bridge and would also allow drivers to use the bridge to come on to the A13 from the Ballynabragget Road if they wished to travel towards Laureltown. The bridge, road and slip roads would all be public roads.

To facilitate this work the Department had to purchase land from Katherine Hind on which to build the slip roads and the northern end of the bridge. Katherine continued to own lands to the north and to the west of the Department's lands. Katherine was actually very pleased about the Department's project as she owned and operated a wholesale food business out of premises situated on the east side of Ballynabragget Road, opposite the Watervlew Way lands; as she and many of her employees lived in Coleraine, the new road layout would make it much easier for everyone to access the business every time they were travelling from home.

As they finalised the plans, the engineers working for the Department realised that, whilst the box containing the control panel for the street lights on the bridge would be constructed on the lands the Department had purchased (the Department's lands), the electricity cable running to that box had to be connected to the mains electricity grid at

a connection point situated on the north side of the A13 immediately to the west of the western boundary of the Meadows. This meant that the electricity cable would have to run under Katherine's lands from their western boundary to their eastern boundary with the Department's lands. The Department would also need the right to access Katherine's lands on foot to repair and maintain the cable (Department workmen would not need to bring plant and machinery onto Katherine's lands for this purpose as they could park these on the northern hard shoulder of the A13 alongside where they needed to carry out any works on the cable). After some further negotiation, Katherine agreed to grant these rights to the Department.

Rachel Milne's father had been an early convert to the "Green" movement. This had led him to invest in solar panels at a time when these were in an early stage of development and extremely expensive; in fact, he had been so sure of the righteousness of this cause that he had ripped out the electricity cable which had supplied electricity to Fairview House from the mains up until the time the solar panels were installed on its roof. Since she moved back to her family home, Rachel had found the panels to be out of date and ineffective so she knew that she had to find a more reliable source of electricity. When she heard that LEO was running an electricity cable across Waterview Way and on into the Village she approached Laurel to see if she too could run an electricity cable from the connection point on Laurel's lands; Laurel agreed to Rachel being able to use such a cable but again insisted that she, Laurel, would install this through her lands and would be responsible for its repair and maintenance. William agreed that Rachel could run the cable on through the Village until it reached the southern wall of Fairview House; he also agreed that LEO would be responsible for the repair and maintenance of this cable where it ran under its lands.

About this time, Derek approached William to see if LEO would grant him the right to install 12 state of the art solar panels on the Village side of the hedge separating the Village from the Forest. Derek had worked out that, if these panels were positioned at ground level facing in a southerly direction, they could generate enough energy to meet most of his electricity needs for the cottage he lived in on the Forest. Derek also intended to invest in a battery to store the solar energy; this would be located in the garage attached to his cottage. In order for the panels to enjoy a south facing aspect, free from the shade of trees, Derek needed to be able to place them on the Village's side of the hedge. Having established that the panels would not interfere with any of LEO's plans for the site, William agreed to grant Derek the right to install the panels where he had requested and to run an electricity cable from the panels to the boundary between the Village and the Forest. Derek would also have the right to come onto the Village to repair and maintain the solar panels and the electricity cable.

Once Paula Spence had drawn up the final plans for the Village, William was able to apply for planning permission and building control approval; when these were received he was ready to start on the major construction works. After the tendering process was completed, the contract was awarded to BM Construction Limited, which was based in Omagh.

Enda Kelly was the managing director of BM Construction Limited. He had built up the company over many years and had a reputation for being very involved in any construction works undertaken by the company.

Enda decided that it would be best to commence the works with the construction of the MCC. This was to be erected in the north-eastern corner of the site. Enda entrusted the building of the MCC to two employees of the company, Mason Tredwell and Eamon Cassidy. Mason had recently graduated in Construction Engineering and Architectural Design from Ballymena University and he was keen to show what he could do. Eamon had been a site manager with BM Construction Limited for over twenty years and was thoroughly reliable. Enda considered this the perfect combination to ensure the satisfactory completion of the MCC and so he concentrated on the other aspects of the Village project, leaving Mason and Eamon full responsibility for the MCC works.

Eamon and Mason had agreed that Eamon would take responsibility for the internal fixtures and fittings of the MCC whilst Mason would be responsible for the external structure of the building and the surrounding hard landscaping. Over the next months, works on the Village proceeded at pace. By January 2022, works on the MCC had progressed to the point where Mason was able to ask Enda to order the high specification, triple glazed glass for the 3-metre x 1-metre window opening in the south facing wall of the building. These windows would overlook a plaza fronting on to an ornamental lake which was to be used by media people and competitors during their "down time"; they could sit at tables set out on the plaza and purchase light snacks and drinks from a coffee booth to be positioned near the lake. To enhance the modernist architecture of the building, the window glass would not be supplied in window frames; instead the glass would be installed directly into aluminium frames which had already been recessed into the walls of the building.

Enda ordered the glass for the windows from a well-known business called "Clearly Visible" which was owned and managed by Gregory Wilson. In order to avoid any slippage in the works schedule which he had prepared, Enda specified that the glass was to be on site by 22nd May 2022. This was important because LEO had scheduled a "launch" event in the MCC on 26th May.

Mason was delighted at how well his first major project for BM Construction Ltd was progressing. However, in his eagerness to complete the hard landscaping around the building, Mason forgot that the works schedule which Enda had prepared for the whole Village site specified that the tarmacing of all roads and car parks on the site was to be carried out as one job, after all the buildings have been erected and the utilities installed. In his enthusiasm, Mason had his men complete the tarmacing of the car park on the west side of the MCC.

Enda had been on holidays during the week the works on the car park were carried out. On his return to the site he was shocked to see that the MCC was now surrounded by immaculately laid tarmac. He confronted Mason about this and asked whether all the necessary pipe work had been installed before the car park had been completed. After he had checked Enda's works schedule, Mason had to confess that, although the surface water drain had been installed, he had completely forgotten that the sewage pipe connecting the MCC to the Village's central sewage pipe had not yet been laid. Enda calculated it would cost £50,000 to dig up the car park, lay the sewage pipe and re-tarmac the surface; obviously, the costs of the necessary works could not be passed on to LEO. Enda contacted Paula Spence to ask for advice; after a few days she came back to Enda with a plan that would obviate the need to touch the

tarmac and would be significantly cheaper than £50,000: to connect the MCC to a septic tank. Because of the topography of the site, she explained that any such septic tank would have to be installed about two metres to the west of the Village's boundary with the Glenn; this would mean that the soakaway leading away from the septic tank would have to run in a south easterly direction over the Glenn lands.

Enda shared Paula's suggestion with Mason.

"It might be a way out", Enda said, "But I'll have to talk to William to see if it can be arranged".

Mason was keen to rectify his mistake as soon as possible, so, when he hadn't heard from Enda after a couple of days, he decided that he would start work anyway; "I'm sure Enda would have got back to me if there'd been a problem", he thought as he got into one of the diggers.

The next morning, William drove onto the site to see the progress of construction. To his horror he saw Mason in one of BM Construction's diggers, gouging a large trench out of part of the Glenn. William immediately phoned Enda and demanded to know what was going on. Enda explained the issue with the pipes and the parking area but told William that Mason had not been meant to start work until he confirmed to him that everything had been agreed. William was furious; "You can't just do that", William exclaimed, "Mark will be incandescent when he finds out."

William decided it was best to explain the situation to Mark immediately so he arranged that he, Enda and Mason would meet Mark that afternoon. Mark was very angry but, after a heated discussion, Enda agreed that BM Construction Limited would pay Mark £8,000 in return for Mark laying the required soakaway and Mark would give LEO the right to use it. Mark told William that he, Mark, would be responsible for any subsequent repair and maintenance of the soakaway as he did not want anyone else messing up his land in future. Throughout their discussions, Mark made it clear that what was agreed did not in any way affect his right to pursue legal remedies for what had already happened; the payment of £8,000 was simply to cover his costs in doing the necessary works and he was granting LEO the right to use the soakaway because he liked William and realised that this mess was not his fault. As the meeting broke up, Mark also pointed out to Mason that he had damaged a wall of a stone shed situated in the Glenn which Mark used to store cattle food and that it would cost approximately £1,000 to repair this; Mason explained that this had been entirely unintentional; he had accidentally put the digger into reverse when he had meant to drive forward and the digger had reversed into the shed wall. Mason promised to, "sort this out", but he was too frightened to report this to Enda so, after month of waiting, a furious Mark finally repaired the wall himself and spent a further £1,000 restoring his grounds.

Mason and Eamon were careful to ensure all other aspects of the MCC build met the specifications of Enda's works schedule. Eamon had already obtained a number of LEO's standard exclusion notices which he was to have fixed in prominent positions in the MCC (these notices excluded LEO's liability for damage to or loss of any property of visitors to the building).

Eamon was particularly concerned that, by the beginning of May 2022, there had been no confirmation from Clearly Visible as to the delivery date for the glass for the window openings. By this stage, all of the other buildings on site were just about complete; only two significant jobs were outstanding: the installation of the glass windows in the MCC and fitting speakers in its main conference hall; the speakers had been purchased by William as part of LEO's expensive audio-visual system in the conference hall, but BM Construction Ltd was being paid to instal them. At last, after repeated calls from Eamon, Gregory confirmed that the glass would be delivered on the morning of 25th May. If everything went smoothly, this would allow Eamon time to carry out the finishing touches to the interior of the building before the launch the following day.

Two employees of Clearly Visible, Daniel Toal and Reuben Mallon, arrived with the glass panes at 8.30am on 25th May. There were large, bright yellow, "warning" stickers crossing each pane of glass; these were a safety feature to warn of the presence of the glass panes, which were otherwise completely clear.

The first pane of glass was unloaded from the Clearly Visible van by Dan and Ruben and carried into the MCC. Each pane was individually installed before the next pane was removed from the van. The work was very slow and by 11.30am only three panes had been installed. Part of the delay was due to the fact that it was taking a long time to remove the yellow warning stickers from the top of the panes of glass after they were installed, due to the height of the window openings. Eamon was getting frustrated at the delay. Without consulting Daniel and Reuben, Eamon took matters into his own hands and climbed into the Clearly Visible van and removed the stickers from each of the remaining panes of glass; he also told Reuben that he and one of his workmen would bring the remaining panes of glass into the MCC.

At 12 noon, Ruth Thompson drove her van into the car park beside the MCC; she was a self-employed florist and was dropping off a number of flower arrangements which William had ordered for the launch the following day. Eamon and his workman had just unloaded the first pane of glass which they were going to carry into the MCC. After Ruth placed the final arrangement on the front reception desk, she walked out of the building, just as Eamon and his workman were carrying this glass pane towards the front door. Ruth did not see the pane of glass and crashed into it. The glass was undamaged, but the impact knocked Ruth to the ground, badly damaging her sweatshirt and dislocating her shoulder.

Rory Jones was one of BM Construction's most experienced workmen. He was busy installing the speakers in the conference hall. Each speaker was 60cms x 100cms and was encased in a wood effect casing. As the speakers were very heavy, they needed to be screwed to metal brackets already positioned on the walls of the hall; each speaker required four screws to attach it properly to its bracket; once each speaker was installed, Rory wired that speaker into the system.

Rory was in the process of securing the last of the speakers to the wall when he heard the commotion outside the building. He knew he was the employee on site who was trained in first aid so he immediately left his job to go to help. By this stage he had inserted two of the four screws, which he knew would hold the speaker in place on a temporary basis. When Rory saw the state that Ruth was in, he realised that she

needed to be treated as quickly as possible. He explained to his fellow employee, Jason Dunn, what was left to do in fitting the speaker and asked him to complete the work on the speaker; he then drove Ruth to Laureltown Hospital. Jason was in a hurry, as Eamon had told him he was needed to fix LEO's exclusion notices to the walls of the reception area of the building. Jason could see only one of the appropriate screws for the speaker in Rory's toolbox, as Rory had dropped the other in his hurry to help Ruth; this had rolled behind the toolbox but Jason did not bother to look for it – he just fitted the one screw he could find and hoped that that would do, before wiring the speaker into the sound system. Jason then attached the exclusion notices to the reception area's walls and told Eamon that he had finished both jobs. Eamon repeated this to Rory when he returned later that afternoon, before telling him to go immediately to the Village gym where Enda needed help with some joinery work.

The 26th May was a wet and blustery day. The MCC was a hive of activity with media teams from all over Ireland and the UK setting up equipment in the conference room from early morning; they were there to film the launch but, even more importantly, the draw for the group stages of the competition which was to take place that afternoon. Rows of chairs were positioned in the centre of the conference hall and the sides of the hall were filled with expensive cameras and recording equipment. Karen Fearon ran her own filming business; she covered major local stories and then sold her work to various news outlets; she had agreed to sell the footage of this event to a company known as Ulster Communications Limited. Karen had set up her camera and audio equipment to record the launch speeches and she now stood guard behind the camera, waiting for the event to begin. A gust of wind through an open window caused a door into the centre to slam closed, sending vibrations through walls. Karen's camera was directly under the speaker which Jason had installed. The speaker crashed from the wall and fell on Karen's camera, knocking it off its tripod and onto Karen's foot. The camera was badly damaged and Karen had to be rushed to Laureltown Hospital, where she was told that her foot had been fractured when the camera fell on it.

Enda had been in the conference hall when the accident happened. He quickly removed the broken camera and the speaker, which had also been badly damaged. By the time of the launch speeches, everything looked in order.

The conduct of the Games was under the control of the Association Football Commemoration Games Committee (the Committee). The employee of the Association in charge of the Games was Jan Harmer. Jan had always been incredibly well respected within the football community, but, following the death of his wife, he had started drinking heavily and had lost a great deal of money in reckless investments. Rumours about his financial predicament had begun to circulate among some of the managers of teams which were to play in the Games. Most of them had great sympathy for him but Wilson Pettigrew thought he saw a way that he could use this to his advantage. Wilson had been appointed as manager of Laureltown United at the beginning of the previous season. The team had done well under his management; not only had it qualified for the Games, it had also been promoted to the Championship of the IFA Northern Ireland Football League. However, Wilson knew that George Tennant was hungry for more glory and was expecting the team to do well in the Games. Wilson knew that his team was up against stiff opposition. In particular,

he needed the draw for the group stages to place Laureltown United with some of the weaker clubs in the competition to give it a fighting chance of reaching the knockouts.

On the evening of 25th May 2022, Wilson contacted Jan to say that he had heard good things about a local restaurant on the Ballynabragget Road called "Bert's Place" and to suggest that they would meet for dinner there that evening. Jan had known Wilson for some time, so he was happy to agree.

The owner of Bert's Place is David Shelbourne. David prides himself that Bert's Place has never had an issue with its liquor licence. David has a great reputation for sticking by the rules.

After a couple of pints of beer Wilson told Jan of his expectations for Laureltown United in the Games. Jan congratulated Wilson on his success so far, but Wilson explained that, although he did not expect his team to win the competition, he did want it to progress out of the group stages and that he had serious concerns about his team's prospects if it was drawn against either Rochdale Albion or Limerick Players.

"Well, you'll find out tomorrow", Jan said.

"Or we could find out now, Jan", Wilson replied.

Wilson had been doodling the names of the two feared teams on his napkin – now he drew a cross through each name and wrote, "£10,000" on it. He pushed the napkin towards Jan. Jan looked at the napkin for a long time. Finally, he scribbled his bank account number and sort code on to the napkin and pushed it back to Wilson. He then pulled on his coat and prepared to leave; he did not want to wait for dessert.

David Shelbourne was a life-long fan of Laureltown United. He had not wanted to interrupt as he watched the two men write on the napkin and pass it between them but, as he saw Jan prepare to leave, he approached Wilson and asked him for a photo. Wilson introduced David to Jan and explained Jan's role in the Games. Jan reluctantly agreed to be photographed with the other two men before he hastily left the restaurant; Wilson paid the bill and moved over to a soft seating area in a different part of the restaurant. As David began to clear the table, he lifted the napkin and noticed the words and figures written on it but did not think about their significance as the restaurant was full and he was very busy. When he got to the kitchen, he threw the napkin in the recyclable waste bin.

Wilson ordered a single pint while watching a football match on the television in the soft seating area. What David and his bar man did not know was that Wilson had also brought a hip flask full of whiskey with him and he was surreptitiously swigging from this when no one was watching him. As the evening progressed, he began to mutter some derogatory opinions about the players on one team. This started to cause annoyance to another man who was also watching the match. When the other customer went to the bar to buy a drink, he mentioned to David that Wilson was being a little tiresome. David watched Wilson for a few minutes; from the way Wilson was slumped in his seat and muttering to himself, David decided that he seemed to be drunk. As soon as he realised this, David approached Wilson and asked him to leave. Wilson sat on in his seat and pretended to ignore David; David phoned the police, as

he had no tolerance for those who refused to leave when politely asked to do so. When the police officer arrived he established that Wilson was indeed drunk; he took his details and told him to leave the bar.

On leaving Bert's Place Wilson went into a coffee shop next door to the bar and ordered himself two very large black coffees. This cleared his head somewhat. His next move was to go into the local bookmakers, Jac's Bets, which was situated in the same block of premises as Bert's Place and the coffee shop. Wilson asked its owner, Jac Robertson, for odds that Laureltown United would not be drawn against Rochdale Albion or Limerick Players in the group stage of the Games. Jac quoted him odds of 20/1.

"I'll take that bet", Wilson said, as he placed £500 on the counter and filled out the relevant form.

Wilson left the bookmakers and rang for a taxi to take him to his home in Laureltown. The taxi was driven by Lillian Daly; Lillian owned her taxi and was self-employed but she got her fares through "Call a Cab", which was a business owned and operated by Peter Magill; Peter took bookings from prospective customers and passed them on to whichever of the drivers using his service was willing and able to collect that customer – that driver named their price for the journey before this was accepted by the customer. Lillian collected Wilson, and gave him a receipt for the money he gave her for the trip after he got into the car; Lillian drove north on the Ballynabragget Road and then onto the new bridge over the A13; once she had crossed the bridge she drove on to the slip road leading on to the northern lane of the A13 going in the direction of Laureltown. Lillian had had a long day and she was distracted by Wilson's quiet mutterings and the smell of alcohol that was filling her cab; she was always anxious when she was on her own with passengers who were drunk. She did not indicate or check her mirrors and drove straight into a blue Mini Cooper which was driving on the inside lane in the direction of Laureltown. The front driver's wing of the taxi hit the front passenger's wing of the Mini. Lillian was jolted and she instinctively swerved her vehicle to the left so that it came to a rest against the crash barrier on the northern side of the slip road. Both vehicles suffered from scraped paintwork and dented wings.

The Mini was being driven by its owner, Mark Edmington; the owner of The Glenn. Mark was in the car with his best friend, Turlough Rafferty and they were driving home from a night out at the cinema in Coleraine. Mark had seen Lillian's taxi on the slip road but assumed she would continue along its considerable length and come on to the A13 behind his vehicle once she had built up some more speed, rather than pull out directly into his path. Mark had no time to react as Lillian's vehicle collided into his car.

Although he was wearing a seat belt, Mark was thrown towards the driver's door of his car and banged his head against the pillar separating this door from the rear passenger door; this caused a nasty cut to his head. Turlough was directly behind Mark in the rear passenger seat of the car (Mark had already dropped another friend off at his home outside Coleraine; this friend had been in the front passenger seat). Turlough had forgotten to fasten his seat belt but fortunately he was not injured in the accident.

The police and ambulance attended the scene and Mark was taken to Laureltown hospital where he received four stitches to the cut on his head. Turlough admitted that he had not been wearing a seat belt and one of the police officers told him he was very lucky not to have been seriously injured. Wilson was not injured but Lillian was already feeling pain and discomfort in her back and neck which the paramedic attending the scene advised her were the classic signs of a whiplash injury. The taxi could still be driven, and Lillian insisted on driving back to the car park outside Jac's Bets', from where she rang her husband, Joshua Daly, and got him to collect her in his car. She told Wilson to order another taxi, which he did. He was too drunk to remember that he had already paid Lillian.

The following morning Lillian did not go to work. Her back and neck were now really quite sore and she was shaken from the accident so she felt that she needed a couple of days before returning to work. A few days earlier she had asked Joshua to book her an appointment in her usual hair salon, "The Sassy Salon", which was owned and operated by Sara Smith. Joshua had rung Sara and booked a cut and blow dry option for Lillian before paying for the treatment with his debit card. Lillian was really looking forward to having her hair trimmed. She had been very busy over the previous three months and had not had time to visit the salon; this meant that her hair was looking very unkempt.

Joshua drove Lillian to The Sassy Salon and she walked into the salon, looking forward to some much needed rest and relaxation. Sara greeted Lillian and introduced her to Olivia Patterson, a new junior stylist at the salon. Lillian explained to Olivia what she wanted in terms of her trim. As they talked, Lillian could see that Olivia was uncomfortable as she was constantly scratching the skin on her hands. Lillian asked Olivia what was wrong. Olivia explained that, since she had started working in the salon a week ago, she had been applying a particular brand of dye to the hair of customers wanting blonde highlights and that this had reacted badly with the skin on her hands. Olivia told Lillian that she had shown Sara the rash and explained about the itching she suffered when using that brand but Sara said it was part of the trade and she needed to get used to it. Sara even refused to supply Olivia with gloves to protect her skin from the chemicals in the dye.

Olivia washed Lillian's hair and prepared to start trimming it; but her contact with hot water seemed to have exacerbated Olivia's pain; before she started to cut Lillian's hair she suddenly threw down her scissors and ran weeping out of the salon, crying, "I can't bear this, I have to see a doctor!" as she left. Lillian was shaken by this encounter but Sara told her that, if Lillian was prepared to wait for half an hour, she would cut Lillian's hair herself. Lillian enjoyed the coffee and cake Sara supplied to her during the wait, but the trim did not prove to be a success; Sara kept fielding calls on her mobile phone from Olivia's mother and from medics at Laureltown Hospital who wanted to know the chemical makeup of the dye Olivia had been using; during one of these calls she tried to continue cutting whilst holding her phone under her chin; this resulted in her scissors nicking Lillian's scalp so that it started to bleed over Lillian's silk shirt. Sara then rang her lawyer to explain to him what had happened; when he told her that she should meet with him at once, Sara just put down her scissors, told Lillian, "Sorry, I have to run!" and left the salon. Lillian's hair had been trimmed on one side but not the other; the hair that had been cut was really uneven looking and was becoming matted with the blood from the cut on her head; her shirt was splashed with

blood as well. There were no other stylists in the salon. Lillian was furious; she was due to attend the Taxi Drivers' Association Gala Ball that evening and she felt she had no option but to pay for a trim at another salon that afternoon so that she would look well in front of all her colleagues. The stylist who did agree to cut her hair was shocked at the state in which it had been abandoned; she advised Lillian to take selfies of how she looked before her remedial trim.

On 26th May, Wilson was nursing a serious hangover, but he managed to get to the MCC in time for the draw; Jan passed him in the reception area and muttered to him "I've got that wee matter sorted". A few minutes later, Jan appeared on large screens set up around the conference hall. The draw was caught on the TV cameras of a number of local TV news teams from Ireland and the UK. The cameras panned in on Wilson to catch his excitement and satisfaction as his team was drawn against three of the weakest teams in competition; Rochdale Albion and Limerick Players had been drawn in a different group from Laureltown United.

Wilson called with Jac and collected his winnings just before 5.00 pm. It was only when Jac watched the news later on that evening that he recognised Wilson. Jac phoned the local police and explained his suspicions. Given the prestige of the competition and the potential consequences if this allegation proved to be correct the police officers kept the matter secret until they established whether they had concrete evidence to proceed with an investigation.

David had also seen the draw (and Wilson's reaction) on TV. As his memory ran over the events of the previous evening he began to feel increasingly concerned. He retrieved the napkin from the recyclable waste bin and locked it in his desk drawer. He decided to take some time to think about what he should do next.

By now, Wilson had remembered about the fare he had paid to Lillian; he had rung Peter Magill on several occasions and Peter confirmed that he had passed his messages on to Lillian, but she had not got in touch with Wilson.

In early June, Mark Edmington approached his good friend and neighbour Laurel Rooney with a proposal. He was increasingly worried about the prospect of escalating energy costs. He was aware that Laurel had recently installed a wind turbine towards the southwest of her lands. He had been impressed by everything Laurel had told him about this and he had worked out that, if he could install a wind turbine on a hill on the Waterview Way lands, this could provide enough electricity to meet the needs of his house in the Glenn. In return for £8,000, Laurel agreed to give Mark the right to install the turbine on his chosen site as well as laying an electricity cable over her lands from the turbine to the boundary between the Glenn and Waterview Way. This was a big concession on Laurel's part because she usually hated other people carrying out works on her land. However, she insisted that she would be responsible for the ongoing repair and maintenance of both the turbine and the cable once they had been installed. Mark was not worried about this as he trusted Laurel and knew she had become an expert on the workings of wind turbines.

Laureltown United did indeed perform well in the group stages of the Games and reached the first round of the knockout stage in which it was to play another

Championship team, Ballintoy Rovers. The match was to take place in the main stadium in the Arena on the afternoon of 18th July.

There was great excitement in both teams' hometowns. A group of friends from Ballintoy Supporters' Club decided they would go to the match together. One of the group, Lee Brown, owned a sixteen-seater minibus and agreed that he would drive everyone to the Arena in this vehicle. Because it was such a momentous occasion, Lee said that he would not charge anyone for using the bus. The Chairman of the supporters' club, Gerard Morrison, was delighted and agreed to supply beer for the trip.

Laureltown United had a supporters' club in Laureltown but it had several other supporters' clubs dotted around Northern Ireland. One of these was the Lennoxvale LTU Supporters' Club based in south Belfast. A number of the members of this club had also decided to travel to the match together. As no one in their club owned a minibus, Alfred Donnell, the club secretary, hired a minibus from Ciaran O'Neill, who traded as, "Wheels To Go" and owned and operated several ten-seater minibuses. Ciaran was to collect a group of nine supporters at Lennoxvale on the morning of the 18th and to drive them to the Arena.

Ciaran had owned the minibus for six or seven years but had not used it for several months and had in fact declared the vehicle to be off the road by filing a Statutory Off Road Notification, often referred to as SORN. This meant that he did not pay the relevant vehicle excise duty for that year so the minibus was not a licensed vehicle. Since the recent pandemic there had been no bookings for the minibus as people now wanted larger vehicles with more space. Ciaran had intended to pay the tax for the minibus prior to the trip to the match in the Arena. However, on reflection, he realised that he did not have enough time to have the minibus undergo the PSV Test (the obligatory certification for a minibus of that type, equivalent to a car's MOT) which had expired and without which it would not be possible to tax the minibus. Not wanting to lose the booking, he decided to risk it as he had worked out a way he could avoid detection.

The Laureltown United players were incredibly nervous about the match. They were the underdogs, but, whatever the final result, the team wanted to put on a good performance for its supporters. Three of the star members of the team, Richard Howard, Joseph McIntosh and Peter Carlton, met at a Laureltown pub known as the "Top Hat" two nights before the match. Joseph was friends with the owner of the pub, Alana Cumming, and had asked her to seat them in a private room at the back of the premises.

Joseph had purchased testosterone injections from a contact he had met in his local gym. Joseph bought enough injections for himself and the other two to have two jabs each before the match. Sitting in the back room of the Top Hat he produced three packets, each containing two vials of testosterone, and he waved them at Richard and Peter. "Use one tonight and bring one with you to use half an hour before the game", Joseph told the others.

Both Richard and Peter were uncomfortable with taking any performance enhancing drugs. Richard just got up and walked out of the pub without saying anything and

without touching any of the packets. Peter sat on and continued to sip his drink of soda water and lime as he stared at the "Testosterone" labels on the vial packages in Joseph's hand. Peter was really feeling the pressure so he finally agreed to take a packet home. As Peter stretched out his hand to take the packet containing the testosterone vials, Alana opened the door and walked into the room to ask the boys whether they wanted another soft drink. When Peter got home, he injected himself with one of the vials of Testosterone.

Wilson had his own plans to ensure success the following day. Ballintoy Rovers had a star striker called Reece Malone. Wilson decided that Reece needed to be dealt with.

On the morning of the match, Wilson made a "goodwill" visit to the Rovers manager in the block of apartments he and his team were using in the Village. After the usual courtesies, the other manager excused himself and left Wilson to see himself out of the building. Wilson seized his opportunity. He knew that each of the Rovers' players had their own, labelled, drinking bottle from which they drank flavoured vitamin water before the start of each match. The bag containing the bottles was sitting on a table in the lobby of the apartment block. Wilson had worked out that a very small amount of rat poison shaken into a litre bottle of liquid should be enough to make someone drinking the liquid feel sick, without doing them any lasting damage. He quickly removed Reece's bottle from the bag, shook a little portion of rat poison into it and replaced it in the bag, before leaving the apartment block. He was sure that the flavour of the vitamin water would mask any taste of the poison.

While match preparations were underway, the members of Ballintoy Supporters' Club climbed into Lee's minibus and nine United supporters all got into Ciaran's minibus to set off for the match; Alfred Donnell was in his element; he was really excited about the match and prophesied that United would win 5:0. Ciaran had switched the licence plates showing the registration marks of his car and the minibus so that, in the event that the minibus was scanned by a police camera, the vehicle would register as being taxed.

The two groups of supporters had a lot in common. One of the United supporters, Jordan Richards, had brought a cool box onto Ciaran's minibus which contained a ready supply of alcoholic drinks, mainly beer. Ciaran watched as Jordan counted the bottles in the cool box and then helped Jordan lift it into the bus. Similarly, as promised, Gerard had brought his own cool box, filled with beers and mixers, onto Lee's minibus. All of the men in the buses, other than the drivers, enjoyed a number of beers on the way to the match, although Jordan limited himself to one bottle because he was concerned that the alcohol would not agree with his stomach which was full of butterflies in anticipation of the match.

The two minibuses both arrived at the Arena within 30 minutes of kick off and each vehicle parked in the Arena car park.

One of the police officers on duty at the Arena noticed that several of the men in Ciaran's minibus seemed to be drunk. He entered the bus and asked to see inside Jordan's cool box. Jordan reluctantly opened the cool box to reveal the many unopened alcoholic drinks which had still to be consumed. He confirmed that the box

and that the drinks belonged to him; the officer took his details and confiscated the cool box.

The police officer then noted down the minibus's registration mark (the licence plate) and checked it through the police vehicle registration system. The registration mark indicated it was assigned to a red Citroen C3 which also belonged to Ciaran. The police officer conducted another search on the police system, this time searching against Ciaran's name. The results showed that Ciaran was also the owner of a white minibus which was declared as being off the road; Ciaran admitted that this was the bus he was driving.

The police officers also noticed that several of the men getting off Lee's bus seemed to very unsteady on their feet; Gerard was now standing in the car park, stowing his cool box in the luggage compartment of the bus; when questioned, he admitted that his cool box had contained beer bottles but it was now empty; the officers confirmed his and Lee's details.

Ticket holders for the match flowed into the stadium. The match kicked off at 2.00 pm but only 15 minutes into the game, Reece Malone collapsed on the pitch with severe breathing difficulties and had to be rushed to hospital. The team doctor attending Reece told the Rovers' manager that Reece's symptoms suggested he might have digested some toxic substance. The manager immediately suspected that his star player had been targeted. He demanded that both changing rooms be searched during the half time interval. The match officials did not find anything to incriminate Wilson, but they did find used syringes and empty Testosterone packets in Joseph's and Peter's changing bags.

At this point, the match officials decided to abandon the match as it was clear that Reece was very ill. An announcement to this effect was made on the stadium speaker system stating that the game was being abandoned out of respect and concern for the ill player. Most of the fans were simply disappointed, but some became irate. TV cameras panned across the crowd, to capture the reaction to the announcement.

Jordan Richards was one of the fans who became really angry. Only ten minutes had passed since play had stopped and only a few fans had begun to leave the stadium. Jordan's seat was only ten rows back from the pitch. Jordan had brought a flare with him, intending to let it off in the grounds of Lennoxvale LTU Supporters Club later that evening, should his team have won the match. Without thinking, Jordan took the flare out of his jacket pocket and lit it, producing a cloud of bright yellow smoke (yellow was the colour of his team's strip). This type of flare burns with an incredibly hot flame. Police spotting the flare immediately ran towards Jordan to arrest him and confiscate the flare before any spectator was injured.

In an attempt to avoid arrest, Jordan threw the flare onto the pitch, thinking that the police would not be able to identify who had lit it. Unfortunately, his throw was weaker than he had intended and the flare did not reach the pitch; instead it landed in the second row of the stadium, brushing past Lisa Walkingshaw's coat, and setting it alight; it also set fire to a seat beside Lisa's seat, which had been vacated by a spectator who had already left the stadium (the first and second rows of seats were not fixed seating; the stadium had been designed so that these two rows of seats could

be set out where there was an unusually high demand for tickets from spectators). The TV cameras had tracked the flare from Jordan's hand to Lisa so everything was captured on film.

Lisa became highly distressed, as did her husband Michael, who immediately wrestled the coat from Lisa's back and stamped out the flames. Unfortunately, Lisa suffered third degree burns to her entire right forearm and milder burns to her right side. Amazingly, Michael did not suffer any physical injuries. Michael and Lisa were rushed to Laureltown Hospital. In the ambulance, Michael received an irate phone call from his mother-in-law, Elizabeth Robinson, who had been watching the football match and had seen her daughter's coat catch fire. Michael tried to reassure Elizabeth but she remained understandably upset; "I'll kill that guy who threw the flare if I ever get my hands on him", she shouted down the phone to Michael.

Two police officers had quickly apprehended Jordan and brought him into the car park outside the stadium; however, once it became clear to Jordan that they intended to arrest him, he completely lost his head and started flailing his arms around and ducking and weaving in an attempt to prevent the officers from handcuffing him; indeed, in his panic, he actually struck police constable Alice McNutt in the face. Fortunately, Alice was not really hurt and this final antic took all the resistance out of Jordan, who then agreed to get into the police car.

Back at the Arena, it was still only 15 minutes after play had ended; some fans refused to leave the stadium, demanding that the match be continued. Word had started to spread across to the Ballintoy fans that some of the Laureltown United players had been "doping". The Rovers fans began to chant "Cheat!" over and over again towards the United fans.

Lee Brown was outraged by the fact that the Rovers' star player seemed to have been "got at" in some way. Robert Quinn was another Rovers supporter who happened to be sitting near to Lee. Robert had managed to bring a very expensive bottle of Japanese whiskey into the stadium. He had just placed this on the ground in front of his seat when Lee reached over, grabbed the bottle and threw it towards the United fans. Fortunately, the glass bottle only reached as far as the pitch, where it shattered on impact with the ground. Robert was furious with Lee. "That bottle cost me over £100!" he shouted but by now Lee had climbed over the barrier surrounding the pitch and was running as fast as he could towards the stand on the opposite side of the pitch. Sue Betts, one of the United's fans, was sitting in a seat in the first row of the stand. Lee stopped in front of her and started shouting, "LT stole the match!" Sue tried to ignore him but this seemed to make him even angrier; he tried to climb over the barrier in front of Sue's seat shouting, "I'm going to punch your mouth!" Fortunately, the match stewards managed to grab Lee and pull him away before he actually got into the stand.

Eventually the stadium was cleared and secured but the Games had suffered huge embarrassment over the entire incident.

Lisa spent two days in hospital receiving treatment for her burns.

Peter Carlton quickly caved in when he was questioned by police officers; he told them all about what had happened in the Top Hat on the evening of 25th May. Joseph was made of sterner stuff but could not really argue when his post-match test showed an extremely high level of testosterone in his urine. As rumours of the men's "doping" began to circulate round Laureltown, Alana Cumming began to think about the curious incident she had witnessed when she walked in on Joseph and Peter on the evening before the match; she checked the footage from a CCTV camera situated in the bar of the Top Hat which happened to point into the room the men had been using that evening. Sure enough, the camera had caught Joseph handing the packet of Testosterone vials to Peter, just as Alan opened the door into the room. Alan immediately contacted the police and provided them with the CCTV film.

It was quickly established that Reece had swallowed rat poison; he was very seriously ill and had to stay in hospital for nearly a fortnight. Reece was not fit to play for several months. Security staff at the Village decided to examine footage from a CCTV camera situated in the lobby of the apartment block where the Rovers players had been staying. This showed Wilson pouring powder into Reece's drinking bottle. The security staff members were able to magnify the images of Wilson sufficiently to show the brand name of the rat poison on the packet he was holding.

David had also come to a decision. He was disgusted by the news that two of "his" team had been taking performance enhancing drugs. He was also shocked by the news that the Rovers player had been poisoned. He was now convinced that Wilson had been up to no good on the evening he and Jan had been in his restaurant. He brought the napkin to the Laureltown Police station and told the officer on duty everything he had observed on the relevant evening.

Reece Malone had never before experienced such rage as when an investigating police officer told him that Wilson had been charged with an offence relating to his poisoning. Reece did not have an email address for Wilson but he did know where Wilson lived so he started to send a series of postcards to Wilson with threatening messages scrawled on them. When Wilson did not respond, Reece's anger grew, and he finally sent Wilson a card saying that, if he, Reece, ever caught up with him, Wilson wouldn't see the light of another day. Wilson was so frightened he showed the cards to the solicitor representing him in relation to the poisoning allegations.

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 40 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.

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

Cheating

Article 169

Every person who by any fraud or cheat in organising or managing or assisting in organising or managing or in providing facilities for any game or in acting as banker for those who play or in playing at, or in wagering on the event of, any game, sport, pastime or exercise wins from any other person or causes or procures any person to win from another any property shall be guilty of an offence.

Bribery Act 2010

Section 1 Offences of bribing another person

- (1) A person ("P") is guilty of an offence if either of the following cases applies.
- (2) Case 1 is where—
 - (a) P offers, promises or gives a financial or other advantage to another person, and
 - (b) P intends the advantage—
 - (i) to induce a person to perform improperly a relevant function or activity, or
 - (ii) to reward a person for the improper performance of such a function or activity.
- (3) Case 2 is where—
 - (a) P offers, promises or gives a financial or other advantage to another person, and
 - (b) P knows or believes that the acceptance of the advantage would itself constitute the improper performance of a relevant function or activity.
- (4) In case 1 it does not matter whether the person to whom the advantage is offered, promised or given is the same person as the person who is to perform, or has performed, the function or activity concerned.
- (5) In cases 1 and 2 it does not matter whether the advantage is offered, promised or given by P directly or through a third party.

Section 2 Offences relating to being bribed

- (1) A person ("R") is guilty of an offence if any of the following cases applies.
- (2) Case 3 is where R requests, agrees to receive or accepts a financial or other advantage intending that, in consequence, a relevant function or activity should be performed improperly (whether by R or another person).
- (3) Case 4 is where—
 - (a) R requests, agrees to receive or accepts a financial or other advantage, and
 - (b) the request, agreement or acceptance itself constitutes the improper performance by R of a relevant function or activity.
- (4) Case 5 is where R requests, agrees to receive or accepts a financial or other advantage as a reward for the improper performance (whether by R or another person) of a relevant function or activity.

- (5) Case 6 is where, in anticipation of or in consequence of R requesting, agreeing to receive or accepting a financial or other advantage, a relevant function or activity is performed improperly—
 - (a) by R, or
 - (b) by another person at R's request or with R's assent or acquiescence.
- (6) In cases 3 to 6 it does not matter—
 - (a) whether R requests, agrees to receive or accepts (or is to request, agree to receive or accept) the advantage directly or through a third party,
 - (b) whether the advantage is (or is to be) for the benefit of R or another person.
- (7) In cases 4 to 6 it does not matter whether R knows or believes that the performance of the function or activity is improper.
- (8) In case 6, where a person other than R is performing the function or activity, it also does not matter whether that person knows or believes that the performance of the function or activity is improper.

Section 3 Function or activity to which bribe relates

- (1) For the purposes of this Act a function or activity is a relevant function or activity if—
 - (a) it falls within subsection (2), and
 - (b) meets one or more of conditions A to C.
 - (2) The following functions and activities fall within this subsection—
 - (a) any function of a public nature,
 - (b) any activity connected with a business,
 - (c) any activity performed in the course of a person's employment,
 - (d) any activity performed by or on behalf of a body of persons (whether corporate or unincorporate).
 - (3) Condition A is that a person performing the function or activity is expected to perform it in good faith.
 - (4) Condition B is that a person performing the function or activity is expected to perform it impartially.
 - (5) Condition C is that a person performing the function or activity is in a position of trust by virtue of performing it.
 - (6) A function or activity is a relevant function or activity even if it—
 - (a) has no connection with the United Kingdom, and
 - (b) is performed in a country or territory outside the United Kingdom.
 - (7) In this section "business" includes trade or profession.
-

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...
-

Fraud Act 2006

Section 2 Fraud by false representation

- (1) A person is in breach of this section if he—
 - (a) dishonestly makes a false representation, and
 - (b) intends, by making the representation—
 - (i) to make a gain for himself or another, or
 - (ii) to cause loss to another or to expose another to a risk of loss.
- (2) A representation is false if—
 - (a) it is untrue or misleading, and
 - (b) the person making it knows that it is, or might be, untrue or misleading.
- (3) "Representation" means any representation as to fact or law, including a representation as to the state of mind of—
 - (a) the person making the representation, or
 - (b) any other person.
- (4) A representation may be express or implied.
- (5) For the purposes of this section a representation may be regarded as made if it (or anything implying it) is submitted in any form to any system or device designed to receive, convey or respond to communications (with or without human intervention).

...

Section 4 Fraud by abuse of position

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

...

Section 11 Obtaining services dishonestly

- (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.

Justice Act (Northern Ireland) 2011

Regulated matches

Section 35—

- (1) In this Part references to a regulated match are references—
- (a) in Chapter 2, to a match to which paragraph 2, 3, 6 or 8 of Schedule 3 applies;
 - (b) in Chapter 3, to a match to which paragraph 2, 3, 4, 6, 7, 8 or 9 of that Schedule applies;
 - (c) in Chapter 4, to a match to which paragraph 2, 3, 4 or 5 of that Schedule applies and which is played in Northern Ireland;
 - (d) in Chapter 5, to a match to which any of the paragraphs of that Schedule applies.
- (2) References in this Part to the period of a regulated match are references to the period—
- (a) beginning one hour before the start of the match or (if earlier) one hour before the time at which it is advertised to start; and

(b) ending 30 minutes after the end of the match.

CHAPTER 2 CONDUCT AT REGULATED MATCHES

...

Throwing of articles capable of causing injury

Section 36—

- (1) It is an offence for a person at any time during the period of a regulated match to throw any article to which this subsection applies at or towards—
 - (a) the playing area, or any area adjacent to the playing area to which spectators are not generally admitted, or
 - (b) any area in which spectators or other persons are or may be present, without lawful authority or lawful excuse (which shall be for that person to prove).
- (2) Subsection (1) applies to any article capable of causing injury to a person struck by it.
- (3) A person guilty of an offence under this section is liable on summary conviction to a fine not exceeding level 3 on the standard scale.

...

Going onto the playing area

Section 38—

- (1) It is an offence for a person at any time during the period of a regulated match to go onto the playing area, or any area adjacent to the playing area to which spectators are not generally admitted, without lawful authority or lawful excuse (which shall be for that person to prove).
- (2) A person guilty of an offence under this section is liable on summary conviction to a fine not exceeding level 3 on the standard scale.

Possession of fireworks, flares, etc.

Section 39—

- (1) A person ("P") is guilty of an offence if P has an article or substance to which this section applies in P's possession—
 - (a) at any time during the period of a regulated match when P is in any area of the ground from which the match may be directly viewed, or
 - (b) while entering or trying to enter the ground at any time during the period of a regulated match at the ground.
- (2) It is a defence for P to prove that P had possession with lawful authority.
- (3) This section applies to any article—
 - (a) which is a firework; or
 - (b) which is an article or substance whose main purpose is the emission of a flare....;

- (4) A person guilty of an offence under this section is liable on summary conviction to a fine not exceeding level 3 on the standard scale or to imprisonment for a term not exceeding 3 months or to both.

CHAPTER 3 ALCOHOL ON VEHICLES TRAVELLING TO REGULATED MATCHES

Offences in connection with alcohol on vehicles

Section 40—

- (1) This section applies to a motor vehicle which—
(a) is adapted to carry 9 or more passengers, and
(b) is being used for the principal purpose of carrying passengers for reward for the whole or part of a journey to a regulated match.
- (2) A person ("P") who knowingly causes or permits intoxicating liquor to be carried on a vehicle to which this section applies is guilty of an offence—
(a) if P is the operator of the vehicle or the servant or agent of the operator, or
(b) if the vehicle is a hired vehicle and P is the person to whom it is hired or the servant or agent of that person.
- (3) The operator of a vehicle is—
(a) the driver, if the driver owns the vehicle; and
(b) in any other case, the person for whom the driver works (whether under a contract of employment or any other description of contract personally to do work).
- (4) A person who is in possession of intoxicating liquor while on a vehicle to which this section applies is guilty of an offence.
- ...
- (6) A constable may stop a motor vehicle to which this section applies and may search such a vehicle if the constable has reasonable grounds to suspect that an offence under this section is being or has been committed in respect of the vehicle.

SCHEDULE 3 REGULATED MATCHES

- 1 In this Schedule—
"the IFA" means the Irish Football Association;
"the FAI" means the Football Association of Ireland;
"FIFA" means the Fédération Internationale de Football Association;
...
"member" includes a full or associate member;
"UEFA" means Union des Associations Européennes de Football.

Association football

- 2 This paragraph applies to an association football match in which one or both participating teams represents a country or territory.
- 3 This paragraph applies to an association football match in which one or both participating teams represents a club which is for the time being a member of—

- (a) the IFA Premiership,
 - (b) the IFA Championship,
 - (c) the FAI Premier League, or
 - (d) the FAI First Division.
- 4 This paragraph applies to an association football match in which one or both participating teams represents a club which is for the time being a member of—
- (a) the Football League,
 - (b) the Football Association Premier League,
 - (c) the Football Conference,
 - (d) the Welsh Premier League,
 - (e) the Scottish Premier League, or
 - (f) the Scottish Football League.
- 5 This paragraph applies to an association football match—
- (a) in which one or both participating teams is a member of, or affiliated to, a national football association which is a member of FIFA; and
 - (b) which is part of a competition or tournament organised by, or under the authority of—
 - (i) FIFA, or
 - (ii) UEFA.
-

Licensing (Northern Ireland) Order 1996

Drunkenness in licensed premises

Article 61.—

- (1) Where the holder of a licence himself or by his servant or agent, or such a servant or agent,—
 - (a) permits drunkenness or any disorderly conduct to take place in the licensed premises, or
 - (b) sells intoxicating liquor to a drunken person knowing him to be such, he shall be guilty of an offence and shall be liable on summary conviction to a fine not exceeding level 4 on the standard scale.
 - (2) Where any person is found drunk in licensed premises he shall be guilty of an offence and shall be liable on summary conviction to a fine not exceeding level 2 on the standard scale.
 - (3) Where the holder of a licence or his servant or agent is charged under paragraph (1)(a) with permitting drunkenness, and it is proved that any person was drunk in the licensed premises, the burden of proving that the defendant took all reasonable steps to prevent drunkenness in the premises shall lie upon him.
-

Malicious Communications (Northern Ireland) Order 1988

Offence of sending letters etc. with intent to cause distress or anxiety

Article 3.—

- (1) Any person who sends to another person—
- (a) a letter or other article which conveys—
 - (i) a message which is indecent or grossly offensive;
 - (ii) a threat; or
 - (iii) information which is false and known or believed to be false by the sender; or
 - (b) any other article which is, in whole or part, of an indecent or grossly offensive nature,
- is guilty of an offence if his purpose, or one of his purposes, in sending it is that it should, so far as falling within sub-paragraph (a) or (b), cause distress or anxiety to the recipient or to any other person to whom he intends that it or its contents or nature should be communicated.
- (2) A person is not guilty of an offence by virtue of paragraph (1)(a)(ii) if he shows—
- (a) that the threat was used to reinforce a demand which he believed he had reasonable grounds for making; and
 - (b) that he believed that the use of the threat was a proper means of reinforcing the demand.
- (3) In this Article references to sending include references to delivering and to causing to be sent or delivered.
- (4) A person guilty of an offence under this Article shall be liable on summary conviction to a fine not exceeding level 4 on the standard scale.
-

Misuse of Drugs Act 1971

Section 2 Controlled drugs and their classification for purposes of this Act.

- (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...
 - (b) the expressions "Class A drug", "Class B drug" and "Class C drug" mean any of the substances and products for the time being specified respectively in Part I, Part II and Part III of that Schedule...

...

Section 4 Restriction of production and supply of controlled drugs.

- (1)...it shall not be lawful for a person—
- (a) to produce a controlled drug; or
 - (b) to supply or offer to supply a controlled drug to another.
- (2)...it is an offence for a person—
- (a) to produce a controlled drug in contravention of subsection (1) above; or
 - (b) to be concerned in the production of such a drug in contravention of that subsection by another.

- (3)...it is an offence for a person—
- (a) to supply or offer to supply a controlled drug to another in contravention of subsection (1) above; or
 - (b) to be concerned in the supplying of such a drug to another in contravention of that subsection; or
 - (c) to be concerned in the making to another in contravention of that subsection of an offer to supply such a drug.

Section 5 Restriction of possession of controlled drugs.

- (1) ...It shall not be lawful for a person to have a controlled drug in his possession.
- (2) ...it is an offence for a person to have a controlled drug in his possession in contravention of subsection (1) above.
- (3) ...it is an offence for a person to have a controlled drug in his possession, whether lawfully or not, with intent to supply it to another in contravention of section 4(1) of this Act.
- (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 Occupiers etc. of premises to be punishable for permitting certain activities to take place there.

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

- (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
CONTROLLED DRUGS**

...

PART III
CLASS C DRUGS

...

Ovandrotone.
Oxabolone.
Oxandrolone.
Oxymesterone.
Oxymetholone.
Pipradrol.
Prasterone.
Pregabalin ((S)-3-(aminomethyl)-5-methylhexanoic acid).
Propetandrol.
Prostanozolol
Quinbolone.
Roxibolone.
Silandrone.
Stanolone.
Stanozolol.
Stenbolone.
Testosterone.
Tetrahydrogestrinone.
Thiomesterone.
Trenbolone.

...

Motor Vehicles (Wearing of Seat Belts) Regulations 1993 – *these regulations have been made/amended under Article 23 of the Road Traffic (NI) Order 1995*

Requirement for adults to wear adult belts

Regulation 5.—

- (1) Subject to the following provisions of these Regulations, every person—
- (a) driving a motor vehicle (other than a two-wheeled motor cycle with or without a sidecar);
 - (b) riding in a front seat of a motor vehicle (other than a two-wheeled motor cycle with or without a sidecar); or
 - (c) riding in a rear seat of a motor car or a passenger car which is not a motor car, shall wear an adult belt.
-

Offences against the Person Act 1861

Section 16 Threats to kill.

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

Section 20 Inflicting bodily injury, with or without weapon.

Whosoever shall unlawfully and maliciously wound or inflict any grievous bodily harm upon any other person, either with or without any weapon or instrument, shall be guilty of a misdemeanor, and being convicted thereof shall be liable . . . to be kept in penal servitude . . .

...

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

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

Section 24 Maliciously administering poison, &c. with intent to injure, aggrieve, or annoy any other person.

Whosoever shall unlawfully and maliciously administer to or cause to be administered to or taken by any other person any poison or other destructive or noxious thing, with intent to injure, aggrieve, or annoy such person, shall be guilty of a misdemeanor, and being convicted thereof shall be liable. . . to be kept in penal servitude.

...

Section 42 ...Where any person shall unlawfully assault or beat any other person...the offender shall, upon conviction thereof...either... be imprisoned,... or else shall... pay such fine as shall appear...to be meet...

...

Section 47 Assault occasioning bodily harm.

Whosoever shall be convicted upon an indictment of any assault occasioning actual bodily harm shall be liable to imprisonment for a term not exceeding 7 years . . . ; and whosoever shall be convicted upon an indictment for a common assault shall be liable, at the discretion of the court, to be imprisoned for any term not exceeding two years.

Police (Northern Ireland) Act 1998

Section 66 Assaults on, and obstruction of, constables, etc.

- (1) Any person who assaults, resists, obstructs or impedes a constable in the execution of his duty, or a person assisting a constable in the execution of his duty, shall be guilty of an offence.
 - (1A) Any person who assaults, resists, obstructs or impedes a designated person in the execution of his duty, or a person assisting a designated person in the execution of his duty, shall be guilty of an offence.
 - (2) A person guilty of an offence under subsection (1) or (1A) shall be liable—
 - (a) on summary conviction, to imprisonment for a term not exceeding 6 months or to a fine not exceeding the statutory maximum, or to both;
 - (b) on conviction on indictment, to imprisonment for a term not exceeding 2 years or to a fine, or to both.
-

Public Order (Northern Ireland) Order 1987

Article 8.—

- (1) 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.

Use of words or behaviour or display of written material

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.
-

Road Traffic (Northern Ireland) Order 1981

Article 3

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.

Road Traffic (Northern Ireland) Order 1995

Dangerous driving

Article 10.

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

Meaning of dangerous driving

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.

Careless, and inconsiderate, driving

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...12....
- (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.

...

Seat belts: adults

Article 23.—

- (1) The Department may make regulations requiring, subject to such exceptions as may be prescribed, persons who are driving or riding in motor vehicles on a road to wear seat belts of such description as may be prescribed.

...

- (3) A person who drives or rides in a motor vehicle in contravention of regulations under this Article is guilty of an offence; but notwithstanding any enactment or rule of law no person other than the person actually committing the contravention is guilty of an offence by reason of the contravention

...

Obligatory test certificates

Article 63.—

- (1) A person who uses on a road or other public place at any time, or causes or permits to be so used, a motor vehicle to which this Article applies, and as respects which no test certificate has been issued within the appropriate period before that time, is guilty of an offence.
In this Article and Article 64, the "appropriate period" means a period of 12 months or such shorter period as may be prescribed.
- (2) Subject to paragraphs (3) and (5), the motor vehicles to which this Article applies at any time are—
 - (a) those first registered under the Vehicle Excise and Registration Act 1994 or any earlier corresponding legislation, not less than 5 years before that time; and

(b) those which, having a date of manufacture not less than 5 years before that time, have been used on roads (whether in Northern Ireland or elsewhere) before being so registered, being, in either case, motor vehicles other than goods vehicles which are required by regulations under Article 65 to be submitted for a goods vehicle test.

(3) As respects a vehicle being—

(a) a motor vehicle used for the carriage of passengers and with more than 8 seats, excluding the driver's seat; or

(b) a taxi; or

(c) an ambulance, that is to say, a motor vehicle which is constructed or adapted, and primarily used, for the carriage of persons to a place where they will receive, or from a place where they have received, medical or dental treatment, and which, by reason of design, marking or equipment is readily identifiable as a vehicle so constructed or adapted,

paragraph (2)(a) shall have effect as if for the period there mentioned there were substituted a period of one year.

.....

(8) For the purpose of this Article the date of manufacture of a vehicle shall be taken to be the last day of the year during which its final assembly is completed, except where after that day modifications are made to the vehicle before it is sold or supplied by retail, and in that excepted case shall be taken to be the last day of the year during which the modifications are completed.

Theft Act (Northern Ireland) 1969

Section 1 Basic definition of theft.

(1) A person is guilty of theft if he dishonestly appropriates property belonging to another with the intention of permanently depriving the other of it; and "thief" and "steal" shall be construed accordingly.

(2) It is immaterial whether the appropriation is made with a view to gain, or is made for the thief's own benefit.

...

Section 8 Robbery.

(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.

(2) A person guilty of robbery, or of an assault with intent to rob, shall, on conviction on indictment, be liable to imprisonment for life.

Section 9 Burglary.

(1) A person is guilty of burglary if—

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

- (b) having entered any building or part of a building as a trespasser, he steals or attempts to steal anything in the building or that part of it, or inflicts or attempts to inflict on any person therein any grievous bodily harm.
 - (2) The offences referred to in subsection (1)(a) are offences of stealing anything in the building or part of a building in question, of inflicting on any person therein any grievous bodily harm. . . and of doing unlawful damage to the building or anything therein.
-

Vehicle Excise and Registration Act 1994

Section 29 Penalty for using or keeping unlicensed vehicle.

- (1) If a person uses, or keeps, a vehicle which is unlicensed he is guilty of an offence.
- (2) For the purposes of subsection (1) a vehicle is unlicensed if no vehicle licence or trade licence is in force for or in respect of the vehicle.
- ...
- (2B) Subsection (1) does not apply to a vehicle if—
 - (a) the vehicle is being neither used nor kept on a public road, and
 - (b) the particulars and declaration required to be furnished and made by regulations under section 22(1D) have been furnished and made in accordance with the regulations and the terms of the declaration have at no time been breached.
- ...

Section 44 Forgery and fraud.

- (1) A person is guilty of an offence if he forges, fraudulently alters, fraudulently uses, fraudulently lends or fraudulently allows to be used by another person anything to which subsection (2) applies.
 - (2) This subsection applies to—
 - ...
 - (d) a registration mark,
 - (e) a registration document, and
 - (f) a trade plate (including a replacement trade plate).
 - (3) A person guilty of an offence under this section is liable—
 - (a) on summary conviction, to a fine not exceeding the statutory maximum, and
 - (b) on conviction on indictment, to imprisonment for a term not exceeding two years or to a fine or (except in Scotland) to both
-

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.