

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

ADMISSIONS TEST DECEMBER 2019

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

14th December 2019, 9.30 am – 12.30 pm

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. On the computer screen you should tick the box next to each of the statements which you believe to be correct.
3. You will receive marks for each correct statement which you identify.
4. However, if you identify a statement as correct when it is in fact, incorrect, the same amount of marks will be deducted as are awarded for a correct answer.
5. You must stop immediately upon being told to do so at the end of the examination.
6. Marks will be deducted if these examination guidelines and the individual question guidelines are not followed.
7. The narrative is from page 2-35.
8. Section A instructions are on page 36.
9. Section B instructions are on page 37.
10. Section C instructions are on page 55.

Thomas “Tom” Sullivan is a race horse trainer. His yard, Rothermere Stud (which is known as ‘Rothermere’), where he keeps and trains all his horses, is located two miles to the east of the town of Ledlin. Tom started Rothermere in 2015. It served his needs for several years but he then realised that he would need to develop his site if he was going to be able to compete on the Championship circuit. This circuit is the highest level of professional horse racing, incorporating races such as the Grand National and the Cheltenham Gold Cup. To bring Rothermere up to the required standard Tom needed to install an equine hydrotherapy pool and extend the area in which the horses could take their daily exercise. Tom had been saving hard for several years so that he could afford these facilities. He believed that, once these were in place, he would have first class premises. This pleased him as he did not want to move from his present location which he considered to be ideal.

Rothermere is situated on (and opens onto) the north side of Ballybrack Road, which is the road leading from Ledlin to the village of Furmoy, three miles to the east of Tom’s property. Immediately to the east of Rothermere is a small public road known as Dobby’s Lane; this runs along Rothermere’s eastern boundary and then continues along the eastern boundary of the field directly to the north of Tom’s land – this field is known as Rowan Close and is owned by Tom’s neighbour and good friend, Margaret Lewis. Rowan Close opens onto Dobby’s Lane but the field runs northward until it reaches Kilmore Drive, another public road which runs parallel to Ballybrack Road.

Rothermere and Rowan Close are bordered on their western boundaries by four very large fields: three of these fields are known as Havern’s Plot, which fronts (and opens) onto Ballybrack Road; Rockingham, which is immediately to the north of Havern’s Plot; and Meadowfield, which is immediately to the north of Rockingham.

It is a peculiarity of these three fields that they are all perfect rectangles and have exactly the same dimensions from west to east. Havern’s Plot and Meadowfield are the same size (they each comprise 95 acres). Rockingham is an enormous field of 190 acres; its western and eastern boundaries are exactly twice as long as each of the other two fields. The symmetry of the fields is probably because, until approximately fifteen years ago, they had all been owned for many generations by the Murdock family. It is the current owner of Havern’s Plot, Ms Sylvia Murdock, who sold Rockingham and Meadowfield to Mr Brian Johnson in 2004.

The eastern boundary of Havern’s Plot borders approximately a third of the western boundary of Rothermere. The other two thirds of Rothermeres’s western boundary is bounded by Rockingham.

Tom felt himself to be very fortunate to be close to so much open country and to have good friends as his neighbours.

On 9th January 2019, Tom walked into his yard. He took a deep breath as he took in the volume of work he had to do. He could not pause for long though, as the horses began to make it known they were hungry for breakfast as soon as they noticed Tom’s arrival.

None of the horses in the Stud were owned by Tom. The owners of the horses paid Tom to care for and train their horses. Tom had a reputation as an experienced and

diligent trainer, even though he had only joined the racehorse training profession five years earlier.

Tom had previously been a jockey, but a number of injuries and increasing age forced him to retire from professional racing. This signalled his transition to becoming a trainer.

One horse that Tom trained was more special to him than any of the other seven: Luther, an eleven year old, black stallion was the first horse that Tom had ever trained to Championship level. Luther was owned jointly by Jack and Josephine Gillespie.

The Gillespies had known Tom for many years both as a jockey and a trainer; they had watched him develop in the latter role and believed that he could bring Luther to successful wins at Championship level. Whilst the owners of the horse get to choose its trainer, it is the trainer who chooses the jockey; for Luther, Tom had chosen Ian Flemming, who was a well-respected jockey on the Championship circuit.

Tom and Ian had been training tirelessly for the 'Breeders' Cup', which was due to take place on the 19th February 2019. This is the only Championship horse race which takes place in Northern Ireland.

Another horse that was training for the Breeders' Cup was 'The Colonel', a brown gelding owned by Robert Gorman and his friend, Oliver Patterson. Robert trained The Colonel himself at his stables a few miles to the west of Ledlin. The men were very optimistic about their horse's chances of winning this prestigious race; Robert knew that The Colonel could take "notions" such as his unnatural aversion to dogs but, at his best, he was unbeatable.

In anticipation of The Colonel's big day, they decided to fit him out with new tack. Oliver had been keeping a special bridle safe for an occasion just like this one. He had been given it as a birthday present by his wife just after he and Robert had bought The Colonel. Oliver made it clear to Robert that the bridle was only to be used on The Colonel - this was Oliver's bridle. Oliver and Robert split the price of the new saddle between them. They were delighted with how smart The Colonel looked in his new tack.

The Breeders' Cup was organised by Racing NI Ltd., (which is known as 'Racing NI'). Before 2019, the Breeders' Cup had always been held at an old racecourse in Ballymoney that Racing NI hired for the event. However, as the number of competitors and spectators steadily increased each year, it became clear that the event had outgrown this course. There were no other venues within Northern Ireland that could hold the crowds and competitors which the Championship attracted, so the directors of Racing NI decided to build their own race course which could be the venue for future races, and more particularly, for the Breeders' Cup.

Racing NI purchased the grounds for the proposed racecourse in January 2018 and the site it purchased was Rockingham, which it bought from Brian Johnson (it did not need, and Brian did not want to sell, Meadowfield). Rockingham had several advantages: it was large enough and it was in a central location. It was also one of

the only areas of agricultural land in the vicinity for which Racing NI could get planning permission for what it wanted to do.

Once the field was purchased, Racing NI decided to make the official name of the site short, snappy and memorable – it would simply be known as “Rockingham”.

Immediately to the west of Havern’s Plot and Rockingham is a field known as “Green Meadow”. The southern boundary of this field is the Ballybrack Road and it opens onto this road (it also has an opening onto another road known as the Lithgow Road). Green Meadow is owned by a Mr Eamon Moore. Mr Moore’s house is situated towards the north of this field. Immediately to the north of Green Meadow is “Bracken Down”, a large field which stretches northwards until it meets Kilmore Drive (onto which it opens); this field is owned by Ms Vera Robinson.

At the time Brian Johnson purchased Rockingham and Meadowfield from Ms Murdock he already owned the field immediately to the north of Meadowfield, which is known as “Windy Ridge”. This is a large field, bounded on the west by Bracken Down, on the east by Rowan Close and on the north by Kilmore Drive. Windy Ridge opens onto Kilmore Drive so, for over ten years, Johnson was able to access Meadowfield and Rockingham from Kilmore Drive via Windy Ridge. However, just over four years ago, Johnson sold Windy Ridge to Aiden Quinn. Although Quinn allowed Johnson to cross Windy Ridge to access Meadowfield, Brian also approached Sylvia Murdock about the use of a laneway known as Gibson’s Lane. This is a narrow, gravel laneway which runs over Havern’s Plot from Ballybrack Road to a gateway in the hedge separating it from Rockingham. The laneway is bordered on its eastern side by the fence separating it from Rothermere. Sylvia’s grandfather had made this laneway in the early part of the 20th Century. Sylvia had been happy to let Brian use the laneway to gain access to his fields for agricultural purposes but she wanted to keep this as an informal arrangement and she did not grant him a formal right of way.

The Ballybrack Road surface was very uneven and littered with potholes. As a result, the directors of Racing NI were worried that it would not be capable of taking the volume of traffic that would come and go from Rockingham. They were delighted to learn that the Department for Roads and Infrastructure had agreed to put a new surface on the road because the Department felt that Rockingham would become a great tourist destination and investment for the local community.

The directors of Racing NI were keen to get the building work started on Rockingham straight away. Once the purchase of the site had been completed, they began to look for construction companies.

Racing NI’s primary object was that Rockingham would be the most modern, state of the art racecourse in Europe. With that in mind, its directors planned Rockingham’s grand opening to coincide with the Breeders’ Cup to enhance the celebrations.

Their plans for Rockingham obviously included a race course with a grandstand which would include a tiered seated and a standing area. The grandstand would be open to the air, but have a roof to cover it, just like the seating in a football arena.

The race track would be a 2.5km long loop. The site would need onsite stables, tack rooms for the horse's tack and washrooms for the jockeys, trainers and owners.

Rockingham would also have a three story conference centre. The conference centre would include the offices of Racing NI, restaurants, VIP areas, bars, conference rooms and exhibition space - an area specifically set aside for stands and stalls from which companies could advertise their brands or sell merchandise. The wall facing the race course would be made of glass so that, even from inside the restaurants and conference rooms, the visitors could still watch the races. The directors of Racing NI also intended to allow concert organisers to hire the grandstand when it was not needed for races.

The managing director of Racing NI was Joan McCann. Joan had a number of contacts in the construction business, and she made them all aware of Racing NI's plans for Rockingham. To ensure as many prospective building contractors as possible were aware of the projects, she placed the following notice online on Racing NI's website and in several newspapers:

Contractors wanted to build and complete a new state of the art race course and conference centre at Rockingham, Ballybrack Road, Ledlin.

Ability to meet deadlines essential as timeline for project is of utmost importance.

Quality and price will be equally balanced in our considerations.

Previous experience of building similar type developments essential.

Interested parties contact Joan McCann on 07801642345 or go to www.racingni.org to fill out an online expression of interest form.

After careful consideration of all the expression of interest forms she received, the company which Joan selected for recommendation to the board of directors was Builders NI Ltd. The sole director of Builders NI Ltd, Robert "Bob" Carmichael, had only recently established the company. Unbeknownst to Joan, this would be the company's first project.

Bob was a builder by trade, and, prior to establishing Builders NI Ltd, he had been employed for almost twenty years by a large construction company called Belfast Construction Ltd. However, despite his years on the job, he had never held a managerial position. Fed up being told what to do, he left Belfast Construction Ltd and formed Builders NI Ltd only four months before contacting Joan with his company's proposals. In the application, Bob Carmichael boasted that Builders NI Ltd were "...specialists in major projects, removing all the stress from every construction job and organising every aspect of the project from start to finish".

Joan had been impressed with the photographs Bob had shown her of previous projects which he stated Builders NI Ltd had completed. She was particularly impressed by a project called Greenaway, a race course in Wales. Joan had heard of Greenaway as it hosted the Welsh Racing Championships every year. Little did she know that all of these projects were ones that Bob had been involved in whilst working for his previous employer.

Joan had held a meeting with Bob before making the final decision. She was impressed with Bob's appearance and attitude. Throughout the meeting Bob displayed impressive knowledge and insight into the proposed project, which Joan assumed he had gained from managing the Greenaway project. At the end of her meeting with Bob, Joan told him she would be in contact within the next few days.

Only two days later Joan sent an email to Bob stating that she was delighted to inform him that the board of directors of Racing NI had decided to offer Builders NI Ltd the contract, and that she looked forward to working with him.

She attached the proposed contract to the email. In this contract, in consideration of the payments to be made to it by Racing NI, Builders NI agreed to build the racecourse, stables and Conference Centre, "...and all ancillary buildings, structures, car parks, roads and landscaping..." to a satisfactory quality in accordance with the plans attached to the contract and that, in all its works, it, "...would comply with the specifications provided by Racing NI Ltd".

The contract also contained the following condition:

That Builders NI Ltd, "...will be in full control of the Site, being the lands at Rockingham, during the time of building works and will be the sole occupier of the Site during this time and until it returns the keys to the Site to Racing NI Ltd once all building works have been completed..."

Bob signed the contract on behalf of Builders NI Ltd and started planning the project straight away. He wrote the following email to Joan:

To: j.mccann@racingni.co.uk
From: director@buildersnilttd.co.uk
Subject: Re Rockingham Racecourse and Conference Centre
Date: 20.03.2018

Hi Joan,

I'm very excited about this project. My team and I haven't stopped working on it since we met.

Everything below is based on the plans you gave me.

The car park will be within Rockingham towards its eastern boundary; this means that Gibson's Lane can be used as the public access, allowing both pedestrians and vehicles to get into Rockingham and bringing them directly into this car park.

The race track will be positioned towards the western side of Rockingham and will take up about a third of the site.

The Conference Centre, grandstand and stables will sit in between the car park and race track. The Conference Centre will sit to the south, the stables to the north, and the grandstand will be situated in between these two buildings.

The northern wall of the stables will run just below the northern boundary of the site.

We will need to run a sewage pipe from the toilets in the stables, grandstand and Conference Centre to a mains sewage pipe (on site we can construct a sewage pipe running from the stables to the grandstand, then from the grandstand to the Conference Centre and then west from the Centre to the boundary of Rockingham).

There is a mains sewage pipe running along the Ballybrack Road but, once "our" sewage pipe leaves Rockingham, it will need to cross Green Meadow in order to connect with this mains sewage pipe at the most suitable point as indicated in the relevant planning permission; this point is on the Ballybrack Road at the south west corner of Green Meadow.

A good supply of water will be needed throughout the site. The nearest suitable connection point to the water mains is on the Lithgow Road. This is a public road which runs directly north from the Ballybrack Road to Kilmore Drive. It is bounded on its eastern side by Green Meadow and Bracken Down. The most appropriate connection point on the Lithgow Road is approximately half way down its boundary with Bracken Down – this would necessitate running the water pipe in a south easterly direction from Lithgow Road, over Bracken Down, until it enters Rockingham at the latter's north west corner. Once the pipe enters Rockingham it can run in a slightly south easterly direction until it reaches the stables, then run south from the stables to the grandstand and then run south again to the Conference Centre.

Of course, given the amount and the size of the traffic that will be entering Rockingham, we will need to resurface Gibson's Lane, making it wider and putting down a smoother surface.

The electricity bills for the centre are going to be incredibly expensive. You should consider a form of renewable energy to power the whole site. There are often grants for installing renewable energy that you can also look into.

Let me know your thoughts.

Bob.

Joan organised a board meeting of the directors of Racing NI. At this meeting, the directors discussed Bob's proposals. They were struck by his comments about the cost of electricity and thought renewable energy was a great idea; they gave Joan permission to engage a specialist firm to construct a wind turbine. She immediately contacted a leading expert in the supply of green energy, Terrance Campbell who ran a firm called "Green Light". Terrance suggested that one of his employees, Lucy Foye, should carry out a site inspection.

Two days after Lucy's inspection Joan received the following email:

To: j.mccann@racingni.org
From: lucy@greenlight.org
Date: 07.04.2018

Dear Joan,

Many thanks for inviting me to do a site inspection on the 5th. The best scheme for you would be the "Buy-Back scheme".

This defining feature of this scheme is that the Government 'buys-back' any surplus energy you have created. For a project such as your own, where energy usage will fluctuate massively, this is the recommended product so that your turbine will still be earning you money even during times when the centre is not in use.

The best place to put the turbine is obviously where it is most windy. I would suggest the prime position would be on the top of the large hill to the north of Rockingham. This hill is located in the centre of a field which I believe is known as "Windy Ridge". Mr Johnson had given me permission to walk around his field and, when I was in Meadowfield looking over the gate into this field, its owner, Aiden Quinn, happened to come to come along. He confirmed that the name of the field reflects the fact that it is extremely windy on top of that hill – I consider that this is really the only place in the vicinity which will attract enough wind to allow a turbine to generate sufficient electricity for your needs.

You will need to run an electricity cable from the turbine due south to Rockingham – once it reaches Rockingham it can run south to the stables, then the grandstand and finally the Conference Centre; but you will also need to be able to run a cable from the turbine to the National Electricity Grid. This will allow any unused electricity to be fed into the Grid. The nearest point at which a cable from the turbine could connect with the Grid is on Kilmore Drive, very slightly to the north of the north east corner of a field I believe is called "Rowan Close". The cable would have to run over Mr Quinn's field and then over this field in a north easterly direction from the turbine to this connection point.

The project is likely to cost around £35,000, although it is difficult to be precise at this stage. We would love to be a part of your project, if you need any further information, please do not hesitate to get in touch.

Kind regards,

Lucy Foye
Project manager, Green Light

Joan was very impressed by Lucy's report and the directors of Racing NI enthusiastically embraced Lucy's suggestions.

Joan immediately set about speaking to the owners of the relevant lands over which they would need rights.

Immediately opposite Green Meadow, on the western side of Lithgow Road, is a house and large garden belonging to Marcus Mulholland and his wife Trudy. The entrance to the site is on Lithgow Road. Marcus was a manager in a hotel in Ledlin but he had always dreamt of running a hotel and restaurant for himself. When Marcus heard that the Rockingham centre was being built, he realised that this was the perfect opportunity to build a house in their garden which he could use as a B&B. Trudy suggested that she would open a restaurant within the B&B, and take care of the house keeping.

As Marcus and Trudy are well known throughout the locality they decided that they would keep the name simple, trading under the name "Mulhollands' B&B". While the B&B may not be the hotel Marcus dreamed of, he thought it was best to start small. Mulhollands' B&B would boast fifteen rooms and a bar/restaurant area. Marcus engaged Belfast Construction Ltd to build the B&B. Marcus and Trudy had been particularly impressed by the photographs of previous projects they had been shown by Edward "Ted" Lundy, the managing director of Belfast Construction Ltd. In particular, the company's work on a project called Greenaway had caught their imagination.

Ted Lundy is an experienced builder, and as managing director of Belfast Construction Ltd for the last fifteen years, he knew Marcus and Trudy had underestimated the number of visitors they could potentially have to the bar and restaurant. Ted arranged to meet with Marcus and Trudy to discuss some of his thoughts about the B&B. He explained that the car park Marcus and Trudy could construct on their site would be too small to accommodate parking for both staff and visitors. Ted mentioned that, while making his daily commute, he had noticed there was a large car park at the front of "Ballybrack Farm Supplies". Ted considered this car park to be bigger than the Farm Supplies store would require.

The southern boundary of Ballybrack Farm Supplies runs along the Ballybrack Road and it opens onto this road. Its car park is situated in the south west corner of the site. Its eastern boundary runs along the western boundary of the Mulhollands' lands. The Mulhollands knew and got on well with their neighbour, Donal McFee, who owns and runs the farm supply business and who lives in the only house on this site. Marcus did not think there would be any problem about getting Donal to agree to give them and their staff the right to use his car park. This would mean that all of the Mulhollands' customers could park in the car park on the Mulhollands' own land. However, Marcus was concerned that, to get from Ballybrack Farm Supplies to the B&B, his staff would have to walk along the Ballybrack Road and then up the Lithgow Road. Neither of these two roads have a footpath. There was already an opening in the hedge separating Donal's lands from those of the Mulhollands (this opening had been there for many generations). Ted suggested that Marcus and Trudy ask Donal for the right to construct a footpath which would run over Donal's land in an easterly direction from the north east corner of his car park to this opening in the hedge.

Marcus and Trudy thought this was an excellent suggestion. The following day Marcus contacted Donal who proved more than happy to agree to Marcus' proposals. The men agreed that, although Marcus and Trudy would be responsible for constructing the footpath, it would remain the property of Donal.

Obviously, the Mulhollands would also have to continue the footpath from the opening in their hedge up to their own car park, which would be to the south of their new B&B building and which would open directly onto the Lithgow Road. Marcus and Trudy agreed that Donal, his family and any visitors to his house (but not his staff or customers at the farm supply business), could use this footpath on the Mulholland lands and cross their car park to walk to and from Lithgow Road.

After some further negotiation, Marcus and Trudy entered into a contract with Belfast Construction Ltd that it would construct the new B&B building. The Mulhollands would be responsible for all decoration and fitting out.

In the meantime, construction was under way at Rockingham. Bob had realised that it would be more cost effective if he subcontracted the erection of the tiered seating within the grandstand. Arena Works UK Ltd (known as 'Arena Works') was a specialist in the design and installation of tiered seating. Bob agreed with the director of Arena Works, Samuel Montgomery, that the company would source, supply, deliver and erect the grandstand seating; all Bob had to do was to give Sam the number of seats he wanted.

On the application for planning permission, Joan had specified that the grandstand would contain 2,500 seats. This number of seats was required for big races such as the Breeders' Cup and Joan knew that many concert organisers would want at least this capacity. Joan specifically told Bob why Racing NI required this number of seats when she explained the specification for the grandstand to him.

Racing NI wanted Rockingham to begin making a profit as soon as possible. In October 2018, before the exterior walls of the Conference Centre had even been completely finished, Joan started to advertise it to local concert promoters and conference organisers. The director of finance within Racing NI, Phelim Kelly, had calculated that, if customers started to book the venue before it was completed, the booking deposits could be used to off-set some of the building costs.

One local conference organiser, William ("Bill") Turkington, was excited at the prospect of a new conference centre in Northern Ireland. Bill met with Joan and Theresa Downey, the bookings secretary employed by Racing NI, to discuss Rockingham. Joan and Theresa showed him the plans and the artist's impressions of the completed Centre. Bill was very impressed and indicated that he wanted to book the Centre as the venue for his next conference in the early spring.

To fully appreciate the scale of the project, Joan suggested that she and Theresa meet him on site the following week to allow him to inspect the building works to date and the planned facilities. Bill thought this was a great idea and they agreed to meet the following Wednesday at 10.00am.

On that Wednesday Joan and Theresa met Bill at the gates of Rockingham as promised. They all signed in as visitors in the book kept by the employee of Builders NI Ltd who was on duty at the entrance that morning – he gave them their high visibility jackets and hard hats and they entered the site.

Bill was impressed with the scale of the grounds and the Centre. Joan took him to see the toilets in the stables which had the same design as those which would be built in the Conference Centre; Bill liked their clean lines and the modern fixtures that had been chosen.

While Bill, Theresa and Joan had been inside, Joseph (“Joe”) Delaney, an employee of Builders NI Ltd, had placed a green plastic sheet on the ground outside the front door to the toilets so as to catch any drops of paint he might splash when he began painting the exterior walls of the stables. He had used this sheet in a different part of the site the previous day and had not bothered to roll it up and put it away that evening. It had rained during the night and the sheet was now very wet. “Never mind”, joked Joe to himself, “I can have a wee slide on it during my tea break.”

Joan pushed open the front door to the toilets and held it so as to allow Bill to precede her out of the building. As Bill stepped outside, he did not see the plastic sheet which was lying on the grass just outside the door. Bill’s foot slipped on the wet sheet and he fell, landing heavily on his back. He was able to get up but gratefully accepted Joan’s suggestion that he have a rest and a cup of tea in the workmen’s cabin which was just beside the stables.

While Theresa was looking after Bill, Joan set off to find out who had been stupid enough to create the circumstances of Bill’s accident. She had a good idea of who she was looking for; during the build Joe had become notorious for his carelessness and general, “That will do” attitude. After some searching, she found him having his morning tea break in one of the new tack rooms. “Were you the idiot who put that sheet in front of the toilets!” she shouted, “You are completely useless and now you’ve injured a valuable customer”. Warming to her theme she continued, “I’m just sick of your attitude and I’m going to report you to Mr Carmichael – you really deserve the sack for this.”

Joe was annoyed that Joan had jumped to the conclusion that the accident was his fault but he was also very worried that, in her present state, Joan would put the worst possible gloss on the incident to Bob. He thought quickly; Joan was basically a kind person and, if she had time to cool off, she might not be quite so ruthless in her description of what had happened. He edged round Joan as she continued to point out all the ways he had let down his employer. Once Joe was between Joan and the door, he sprinted out of the room, slamming and locking the door behind him. “There’s plenty of tea and biscuits in there and she can have a nice sit down”, he thought. “She’s probably just tired with all the extra work at the moment. She’ll calm down when she has had a rest”. Joe decided it would be a good idea to find a job to do at the other end of the site.

After Bill finished his cup of tea, Theresa suggested that she could accompany him back to his car, which was parked just outside the entrance to the site. She was surprised Joan had not returned but she did not want to delay Bill any longer. When

Bill got to his feet he realised that he must have pulled several muscles in his back, which was now extremely sore. Theresa could see that Bill was in a lot of pain. She noticed a golf umbrella propped against the corner of the cabin and suggested that Bill use this as an improvised walking stick. The two slowly made their way to Bill's car and Theresa helped him in. Bill gave her the umbrella and she subsequently left it in the entrance hut to the site. Theresa decided that Joan must have got caught up in something so she asked Bill to give her a lift back to the office.

That afternoon Bill attended his GP who confirmed that he had indeed strained several muscles in his back; she advised him to take pain killers every four hours and to rest for the next two to three days.

Meanwhile, Joan had now been in the tack room for over an hour. She was furious. She had immediately rung Bob on her mobile phone but her call went straight to voice mail. She then rang Phelim, who had to drive to the site from the company's office in Ledlin, get to the tack room and unlock the door (fortunately, Joe had left the key in the lock). Joan had every intention of complaining to Bob as soon as possible but she had to get back to an urgent meeting in Ledlin – Joe's behaviour would have to wait. It was two days before Bob found his golf umbrella which he was sure he had left in the workmen's cabin but which he finally found in the entrance hut. "I really must be losing my memory", he told himself.

Another way Racing NI generated income over the autumn and winter of 2018 was by taking deposits from businesses which wanted to rent space at the Breeders' Cup meeting and Grand Opening. Horses for Courses Ltd ("Horses for Courses") was a well-known betting company that rented stands at nearly every horse race in Northern Ireland. It was such a high grossing business that the managing director, Anna Keating, made sure they did everything by the rules. A very close eye was kept on all successful gambling companies.

Horses for Courses always rented a stand at the Breeders' Cup. In early November, Anna phoned Racing NI. Theresa was off work with flu and her place was being filled on a part time basis by a young secretary in the company called Richard Jones. Richard was not at the phone when Anna rang so she left a voicemail:

"Hi - this is Anna Keating from Horses for Courses. I have seen the plans for Rockingham, and they look fantastic. I was hoping that we could rent a stand for the Breeders' Cup again this year. I'll send a deposit over. Remember to sort out your licence."

Richard thought Anna had made a mistake. Racing NI had never needed a licence before. When it had previously hired venues for races, the owner of the venue had always taken care of arrangements with the bookies and Racing NI had never had a part in that side of the business. Richard assumed that betting companies provided their own licence. He emailed Anna's office and confirmed to her secretary that a stand had been reserved for Horses for Courses. Anna's secretary then sent him the deposit - Richard did nothing further and never contacted anyone else about bookmaking at the Breeders' Cup.

By November Joan had been able to get agreement from all of the land owners over whose lands she required rights. That this had been achieved so amicably was partly down to the fact that she had been prepared to compromise and allow some rights in return.

Sylvia Murdock had been less than enthusiastic about granting a right of way over Gibson's Lane as she was unhappy about the thought of all the spectators and vehicles crossing her lands. In the end it was agreed that Racing NI would actually buy Gibson's Lane and a seven metre strip of Sylvia's land running along the western edge of the Lane. Racing NI would then fence this area off from the rest of Sylvia's lands and transform Gibson's Lane into a much wider, properly tarmacked road.

Sylvia would be given the right for herself and her employees to drive up and down Gibson's Lane to an entrance which Racing NI would leave in the new fence, approximately ten metres north of where it started at the boundary with Ballybrack Road. This right of way would not include the right for Sylvia or her employees to walk along Gibson's Lane; for this purpose they would continue to use another narrow entrance onto the Ballybrack Road which had opened out of Havern's Plot for generations – this was just to the east of the hedge separating Havern's Plot from Green Meadow.

Eamon Moore had granted Racing NI the right to lay the sewage pipe across his land in return for Racing NI agreeing that it would construct a footpath just inside the southern boundary of Rockingham, leading from an existing gap in the hedge between Eamon's lands and Rockingham to the entrance to Rockingham at the northern end of Gibson's Lane. Eamon and his family, employees and visitors were to have a right of way over this footpath. Eamon also insisted that Racing NI grant him, his family, employees and visitors a right of way on foot over Gibson's Lane from its northern end so that they could walk to and from Ballybrack Road. Racing NI's directors reluctantly accepted this – Sylvia had not needed a right of way for pedestrians and the directors decided that it was unlikely that Eamon and his visitors would be significant enough in numbers to pose a problem, even on race days.

After some negotiation Racing NI actually agreed with Aiden Quinn to purchase a ten metre by ten metre plot of land on and around the hill on which it wanted to build the turbine (which plot the directors of Racing NI decided to call "Turbine Hill"); Racing NI agreed that Aiden and his employees could cross Turbine Hill (which would not be fenced off) on foot and with farm machinery. Aiden agreed to Racing NI having the right to run the electricity cable from Turbine Hill, south over his field, until it reached the boundary with Meadowfield. He also granted Racing NI the right to run its other electricity cable from Turbine Hill, over his field, until it reached the boundary with Rowan Close. In return, Racing NI granted Aiden the right to lay an electricity cable from the turbine, over Turbine Hill, to its western boundary with his field. Aiden would then run the cable on to a small shepherd's bothy which is positioned in the south western corner of his field. Aiden would have the right to take a supply of electricity from the turbine to this bothy. Racing NI was quite happy with this as Aiden only wanted to provide some light and a socket for a kettle in the bothy – it was heated by a stove.

Margaret Lewis agreed to give Racing NI the right to lay the electricity cable from the boundary of her field with Windy Ridge, through her field and out to where it would meet the connection point with the National Grid on Kilmore Drive.

Brian Johnson also granted Racing NI the right to lay the electricity cable from the boundary with Windy Ridge, south through his field to where it would cross into Rockingham.

Brian was restoring a small cottage ("Bluebell Cottage") which was situated in the south east corner of his field. He intended to let this out as holiday accommodation. In return for the right to run its electricity cable over his land, Racing NI granted Brian, his employees and anyone occupying or visiting the cottage, a right of way on foot or with vehicles over the car park on the eastern side of Rockingham and then over Gibson's Lane (Racing NI would make an opening in the hedge on the northern boundary of the car park with Meadowfield). It had taken all Joan's power of persuasion to convince the directors of Racing NI to grant these two rights of way to Brian, particularly as they both involved granting them to pedestrians as well as vehicles; however, in the end they had recognised that Brian would not agree to the right Racing NI needed unless it gave him these rights. Brian was in the fortunate position that the cottage had its own well and he intended to provide electricity by means of a generator he would install in a small adjoining outhouse.

Vera Robinson was quite happy to give Racing NI the right to lay and use the water pipe it needed over her lands. Around this time she also agreed with Aiden that he would be allowed to run a water pipe from his bothy, through her field and out onto Lithgow Road where it would connect to the mains water pipe at the same point as that proposed for Racing NI's water pipe.

Aiden had also realised that it would be very useful if he could cut and take turf from the little peat bog which was situated towards the north east of Bracken Down – this would save him having to bring wood to the bothy to fuel the stove. Vera agreed to give him the right to do this as well and to come onto her land to do this.

Vera had always been concerned that the access to Kilmore Drive from her field was on a blind bend. She and Aiden were good friends, so Aiden agreed to construct a three metre wide pathway from the boundary between her lands and his, along the side of his boundary with Kilmore Drive until it reached Windy Ridge's entrance onto Kilmore Drive – this would allow Vera and her employees to access her field via the entrance to Aiden's field at this point, which has much better visibility than her entrance. They would be able to use this pathway on foot or with vehicles. Aiden also agreed that he would make the necessary opening in the hedge between their two properties.

The Breeders' Cup at Rockingham was not a ticketed event. It was open to the public, and there was no requirement to buy a ticket to enter the grounds of Rockingham. However, the seats within the grandstand required the purchase of a ticket. In order to generate some additional funds for the costs of the Breeders' Cup, the directors of Racing NI decided to create a VIP package. This would entitle the package holder to a reserved seat in the Grand Stand and a drinks reception and a meal in the Conference Centre.

Joan placed the following advertisement on several websites and in local and national newspapers:

BREEDERS' CUP 2019 & GRAND OPENING

19TH FEBRUARY 2019, at ROCKINGHAM

For a guaranteed seat in the Grand Stand: SEATED TICKET £10

Also available - a VIP seat, drinks reception and meal! Buy your VIP package online today @ www.rockinghamrcc.org

VIP tickets: Adult: £40; Child: £20 (must be under 17 on the date of event)

Margaret Reid saw the advertisement in a newspaper called the "Irish Farm". Margaret had always wanted to attend the Breeders' Cup. This year the race fell on her birthday, so she decided that she would treat herself and her family to the VIP package. Margaret used her debit card to buy two adult tickets for herself and her husband, and two child tickets for her daughter and son. Her 12 year old daughter, Sienna, adored horses, but her son Bertram was a typical teenager and was too cool for anything other than video games. For Bert's 16th birthday on Boxing Day 2017 Margaret had bought him the newest gaming box, after which Bert had barely left his bedroom.

Part of Joan's job as managing director of Racing NI was to ensure all the equipment necessary for any race was ordered and on site in good time.

There are two types of horse racing. First there are races 'on the flat', in which the horse gallops around the track without jumping any obstacles. The second type of race is a 'hurdle' race, in which the horse jumps obstacles. The Breeders' Cup is a hurdle race. The horses jump 20 hurdles over a distance of 2.5km. Joan sourced Jacqueline Carr trading as, 'Jumping Jacques', as the supplier of the hurdles.

Jacqueline had been in the business for twenty-three years and was the foremost professional hurdle designer in Ireland. She sent Joan a brochure to allow her to select a number of different designs. Joan selected 19 hurdles that she liked. The other hurdle was chosen by Martha Kee, who traded as Kee's Dog Kennels, one of the sponsors of the Breeders' Cup. Martha wanted to pay for and sponsor a hurdle for the Cup, thereby ensuring her business' logo would be clearly displayed on the jump for all to see.

Having discussed the various hurdle options with Jacqueline, Martha settled on a plain design for the hurdle to keep costs to a minimum. It would be a metre and a half in height and would be made of hedging. There would be a panel on each side of the hurdle. The panel on the "approach" side would read, "*Kee's Dog Kennels*" and would include a silhouette of a dog; the panel on the other side would read, "*Where your dog*

will always be happy'. Jacqueline would be responsible for everything to do with the hurdle, including creating the two panels and attaching these to the hurdle.

On 10th January 2019, Joan placed an order for the 19 hurdles which Racing NI was purchasing from Jacqueline along with Martha's order for her hurdle. Jacqueline promised that the hurdles would all be delivered by 31st January 2019.

By the middle of January 2019, the construction of Mulhollands' B&B was almost complete. Marcus and Trudy were delighted with the building work Belfast Construction Ltd had carried out. Marcus wanted to make sure the interiors matched the stunning architecture, so, for the most expensive "Deluxe Suite" he opted for a very expensive "Armici" Italian shower which boasted eighteen different settings. The Mulhollands purchased the shower from "Shower Fantastic", a shop owned and run by Neville Toner. Neville recommended a particular plumber to install the shower but he turned out to be booked up for several months to come so Marcus and Trudy engaged a local plumber called David Creighton to do this work. David had never installed anything nearly so complicated before but, as he told his wife, "How hard can it be? It's only water."

The Department for Roads and Infrastructure began to resurface the Ballybrack Road on the 17th January 2019. The job had been outsourced to a company called McCrory Enterprises Ltd. One of its employees and Site Manager, Frank Mulligan, had just completed a Level 2 Advanced Site Safety course. Frank made sure that all the prescribed warning traffic signs and cones were appropriately placed around the road works. He positioned the necessary "20 mile an hour" road signs on the road the requisite 500 metres beyond each end of the road works. Each side of the carriageway was to be resurfaced in turn; first the part of the road on the driver's side if one were travelling towards Furmoy and then the part of the road on the driver's side if one were travelling towards Ledlin.

Frank made sure that temporary traffic lights were installed at each end of the roadworks as well as accompanying signs stating, "When Red Light Shows Stop Here". This would allow the traffic coming in each direction to use the one available side of the carriageway when the lights were in its favour. Satisfied that he had done everything necessary to protect both his workers and members of the public, Frank got on with the works.

Marcus was delighted to see that the Ballybrack Road would have a new surface and he was thrilled with how the new B&B building had turned out. He and Trudy decided that they would have a "soft" opening, accepting guests for a trial run a month before the date of the Breeders' Cup. They invited friends and extended family to stay in the B&B free of charge on the afternoon and evening of 19th January 2019 (leaving after breakfast on the 20th). This would give Trudy the opportunity to try out her new breakfast recipes.

One of the guests was Mary Ward, an old school friend of Trudy's. She was delighted to take Marcus up on his offer of a free stay in the B&B. Mary was given the Deluxe Suite. She was immediately impressed by the en-suite bathroom which included the Armici shower. Although it was only early in the afternoon, Mary could not wait to try it out - it even had jets shooting out from the sides of the shower wall to massage one's

back as one showered. Mary adjusted the temperature and let the water run. She tested the water and when it was warm enough she got into the shower. Just as she put the shampoo in her hair, without warning the water coming from one of the sides of the shower became scalding hot. The skin on Mary's back started to burn and was already bright red by the time she managed to turn the shower off. She threw on her towel dressing gown and screamed for help.

Trudy ran into Mary's room to see what had happened. Upon seeing her writhing in pain Trudy immediately rushed down to the kitchen and pulled out all the bags of ice she had stored in the freezer. Once she had helped Mary to apply these to her scalded back Mary asked her to phone Mary's son, Max Ward, to let him know what had happened.

Max was at home in his house in Ledlin. As soon as he received the call from Trudy he sped off in his car to Mulhollands' B&B. Max knew the Ballybrack Road well, it being his daily route to his office in Furrmoy. However, he had taken a few days off work previous to the 19th and the road works had been put in position since his last journey along the road. He was so distracted he failed to see or slow down at Frank's speed limit notice but continued along the road at well over 60 miles per hour.

Before he set out, Max had set his mobile phone in front of the gear stick in his car. He heard the ring tone chime and, fearing a deterioration in his mother's condition, he lifted the phone to answer it. Seeing that the call was actually from Billy, his football coach, Max bent down to replace the phone behind the gear stick. Unfortunately for Max, this meant that he failed to see the cones or the temporary traffic light positioned before these cones which was showing a red light. Too late, Max looked up - he tried to swerve around the traffic light, but he was going so fast not only did he hit the light, he also then swerved into and collided with the first of the oncoming cars, a grey Volkswagen Golf driven by Evelyn Sinton. Evelyn was a careful driver, and was driving at 10 miles an hour when the collision occurred. She braked hard as soon as she saw Max's car coming into her lane, but she still did not have time to stop before the collision. Benjamin Nesbitt, the driver of the blue XS Jaguar travelling behind Evelyn, was also driving within the speed limit but he had to swerve his car into the side of the road which had been coned off in order to avoid colliding with the back of Evelyn's car. Evelyn and Ben both got out of their cars. Evelyn's car had sustained considerable damage to the corner between the front wing on the driver's side and the driver's side of its bonnet. Fortunately, Evelyn and Ben were both unhurt.

By this time, Max had reversed his car back onto his side of the road before the road works commenced and then turned so that his car was parked on the other side of the road, facing towards Ledlin. He then got out of his car and started to walk towards Evelyn and Ben.

At the time of the accident Frank had been standing on the verge of Ballybrack Road just where the speed limit sign was positioned (he had been checking the standard of the tarmac on this part of the road). Frank now came running up the road shouting at Max, "I saw you! I saw you! You were on your phone and driving far too fast!"

Max panicked. Evelyn had started to shout to him, "You need to tell me who you are! I need your address!"

Max turned, ran back to his car, jumped in, and raced off towards Ledlin.

Evelyn was very upset. She was already in the middle of a very stressful period at her work as a junior doctor at Ledlin Hospital and had been working incredibly long hours since Christmas. She had not had a moment to do anything else over the past few weeks and was uncomfortably aware of a mounting pile of unopened correspondence sitting on her desk at home. This was really the last straw.

Ben was returning from a family wedding which he had attended the previous evening. The wedding reception was at the Killyloe Hotel in Furrymoy, where he had stayed overnight. Having enjoyed the wedding thoroughly, he did not surface until after 11.00am that morning. He was suffering from a very bad hangover. He decided to indulge in the champagne brunch on offer at the hotel. He had one glass of champagne while deciding what to order, another glass of champagne while eating his meal, and a final glass of champagne just before leaving the hotel.

Eoghan McDougall was also caught up in the incident. Eoghan worked for McCrory Enterprises Ltd. While working inside the coned area, he had been hit by the temporary traffic light when Max sent it flying.

Evelyn immediately called the police and an ambulance. The paramedics were able to confirm that neither Ben nor Evelyn were injured but unfortunately Eoghan had sustained a broken wrist where the light had hit him; he was taken off to hospital in the ambulance – he actually seemed more upset by the fact that the impact with the light had broken his mobile phone. After he left, one of the police officers who had arrived at the scene picked up a licence plate which was lying against one of the overturned cones; it read “M4X W47D”. Frank said, “I saw that come flying off your man’s car when it hit the traffic light”.

The police officers asked both Ben and Evelyn to take a breathalyser test. Evelyn’s was clear but Ben’s showed him to be over the prescribed legal limit to drive a car on a public road.

When he checked on-line, one of the officers had also realised that Ben’s car was no longer taxed – its tax had expired on 3rd January. Ben’s day got even worse when the officer pointed out that the car was no longer licenced – he had completely forgotten to renew the tax after the excitement of the New Year.

After waiting for 20 minutes, Trudy rang Max’s phone again but got no reply. She decided that they should not wait any longer so she got Mary into Marcus’ car and they both drove her to Ledlin Hospital (travelling via Kilmore Drive to avoid the road works on Ballybrack Road). The doctor who examined Mary told her that she had suffered third degree burns to part of her back. He prescribed some very effective cream to reduce the burning sensation and some strong pain killers. After this, Marcus and Trudy brought Mary back to the B&B, where she stayed the night.

Marcus was furious about the shower. He blamed himself that he had not checked whether the shower worked properly after it was installed but he still wanted to know what had gone wrong. He rang Neville Toner, who was shocked to hear what had

happened. Neville looked up David Creighton's mobile number on the latter's Facebook site and rang David later on that evening. David was adamant that he had fitted the shower properly; he said, "I put it in exactly the way I always install showers – I'm doing this type of work every day!"

Neville was aghast. "Didn't you read the installation instructions?" he asked, "The Armici shower has extra thermostats for each of the side walls – these have to be fitted as well as the main thermostat – did you do that?"

David had suddenly gone very quiet – then he said in a small voice, "I did wonder why the manufacturer had provided two spare thermostats..."

Tom Sullivan was delighted with the way his plans for Rothermere had worked out over the previous year. In no small part this was due to his friendship with Margaret Lewis. She had agreed to grant him the right for him, his staff, on horseback or on foot, to use a bridleway which ran north over her lands from the northern border of Rothermere until it reached Kilmore Drive. This bridleway is known as "Birch Way". It has always opened onto Kilmore Drive. Not only would this provide a valuable extra track on which to exercise the horses, it would also give him access to a large area of common land which bordered the northern edge of Kilmore Drive for over a mile – all his riders would have to do when they came out of Rowan Close was to cross Kilmore Drive (a very quiet country road) and they were on the common.

Margaret operated a very successful horticultural business centred round several extensive glass houses in which she grew "cutting" flowers for use by commercial florists. As well as the glass houses Margaret had a considerable number of buildings for processing and packing orders.

One of Margaret's major expenses was paying for the huge amounts of water she had to use in her glass houses each day. Early in 2018, in an effort to cut down on this expense and to become more eco-friendly, she invested in constructing a huge water tank which could hold over 240,000 litres of water. A system of pipes running from all of the glass houses and other buildings channelled the water from their gutters into this tank and it was also fed by a borehole she had sunk nearby. The tank was situated towards the south west of Margaret's lands.

Margaret's system of water capture had proved so successful that it quickly became apparent that she had more water than she could use, even in the height of summer. Tom had shared his dream of installing an equine hydrotherapy pool with Margaret and she agreed to grant Tom the right to lay a pipe from the tank, south through her field, until it reached the northern border of Rothermere. Tom would run the pipe on to the hydrotherapy pool which he had nearly finished installing in the north western corner of Rothermere.

Tom was also pleased that the directors of Racing NI had agreed to construct an opening in the fence between the Rockingham car park and Rothermere and to grant Tom and his clients access the Rockingham site. This right was only to be used by pedestrians but it was useful to be able walk into Rockingham without having to go onto the public road. Racing NI was happy to agree to this as the directors recognised Tom as someone who was becoming very influential in the racing world.

As Margaret had been so co-operative, Tom was happy to grant her the right to use a footpath which he would construct which would run from the opening between their two properties at which the bridle way commenced, south to his entrance onto Ballybrack Road. This would allow Margaret and her staff, family and visitors to walk down to Ballybrack Road without having to walk along Dobby's Lane.

Rockingham Racecourse and Conference Centre was nearing completion. Most of the structural work on the Conference Centre had been completed apart from some work on the roof. Once this was done and the seating in the grandstand installed Bob would not have much more to do other than a few small jobs to finish "tidying up".

The tiered seating in the grandstand was the last big job to be completed. On 31st January 2019, six employees of Arena Works arrived to Rockingham with all their materials.

Tommy Mae, the lorry driver, was glad to step out of the driver's seat and into the fresh air. He was quite tired despite the fact that this was his first day back at work following a week's holiday. Arena Works were based in Montford, a town in England. To journey from Montford to Rockingham required a total of eight hours of driving. Tommy had left at 1.00am in order to get to Cairnryan at 8.00am in order to catch the 8.30am ferry to Larne. He did not like to stop on the drive and would rather just get from A to B as quickly as possible with as few stops as he could. He liked the fact that once he got to Larne it only took one hour to drive to Rockingham.

Nicolas "Nick" Worthington was the foreman in charge of the job. He and the other four employees of Arena Works had flown over from England early that morning. After unloading the lorry and before beginning to assemble the seating the employees always checked that the materials they had brought with them matched the order they had received.

Nick read out the email that his boss, Sam Montgomery, had received from Bob Carmichael:

Dear Sam,

Just to confirm, the dimensions of the area are 60m by 30m. We need 1,500 seats. I don't mind how many tiers there are or what colour they are etc. – just go with the cheapest in this regard. As long as there are 1,500 I will not complain.

King regards,

Bob

Nick was relieved to see that the order matched the number of seats there were in the lorry.

Once everything was unloaded from the lorry the men set about assembling the main frame of the grandstand.

Just as Nick and his men started to install the seats Jacqueline Carr arrived with the hurdles, and two members of her staff: Aimee Black and Felix Money. Jacqueline was used to lifting the heavy parts for the hurdles in and out of lorries every day, but she had just found out that she was six weeks pregnant, and did not want to lift anything of that weight in case she injured herself or her baby. For this reason Jacqueline had brought Aimee along to help Felix carry the jumps in and out of the lorry. Aimee had never been brought to a delivery before, nor had she been asked to move the hurdles around or assemble them. Aimee normally worked on a part-time basis, doing the business' accounts and marketing. She was nervous because she really did not know what she was meant to do but Jacqueline reassured her, "You'll be fine and it will build your muscles up a bit after all that office work".

Aimee was able to help Felix move most of the parts, but there was one particular hurdle Joan had ordered which required heavier materials than the rest. Aimee bent to lift a particularly heavy part; as she tried to raise it, she let out a gasp and had to drop it as she felt a sharp pain shooting up her back. Felix, turned round from where he had been working and rushed over to Aimee. "That's a two person job; we never try to lift those parts on our own, they are far too heavy!" he exclaimed. It was obvious Aimee would not be able to do anything more so Jacqueline drove her home.

The next day Aimee was still in pain so she got an emergency appointment with her GP who diagnosed a slipped disc. She was told to rest and was off work for nearly three weeks.

The part of the hurdle which had caused Aimee's injury was located directly in front of the grandstand. Felix called up to Nick, to ask if there was any chance he could lend him a hand. With their combined strength it did not take long for Nick and Felix to move the part.

Joe Delaney had a first class view of everything that was happening from where he had just finished his work on the flat roof of the Conference Centre. He had laid the waterproof membrane which was to protect the surface of the roof. He had completely forgotten that, when Bob had shown him the specification for the roof, he had pointed out that, as well as the membrane, it also included the installation of a gutter along the base of the parapet to carry any rainwater away from the roof.

By the end of the day the tiered seating was finished and all of the hurdles were in place.

By this time the Police had interviewed Max Ward (who had hoped that the whole incident would be forgotten if he didn't tell anyone about it) and had sent Evelyn Sinton details of his insurance. Evelyn had contacted Max's insurance company which asked her for details of her own insurance policy. When she informed the insurer that her annual policy with "Cars Are Us Insurance Company Ltd" had commenced on 10th

January 2018 the insurer indicated that it would report this to the appropriate authorities.

A few days later Bob had finally finished the snag list on the Rockingham works. Joan had been away on a business trip from just before the seats were erected and was not expected back for another few days so Bob sent her an email:

To: j.mccann@racingni.co.uk
From: director@nibuildersltd.co.uk
Subject: Re Rockingham Event and Exhibition Centre
Date: 03.02.2019

Hi Joan,

I just wanted to confirm in writing that we finished working on Rockingham Racecourse and Conference Centre today. I can confirm that I have dealt with everything on the snag list.

I have left all of the keys to the site at your office and can confirm that all control of the Site has now been returned to Racing NI; the work of Builders NI on the Site is completed.

If anything else arises, do not hesitate to get in touch. It's been a pleasure working with you and we wish you every success with the Centre.

Bob

Joan returned from her business trip on the evening of the 5th February. She had invited all the sponsors to Rockingham on the 6th February as she wanted to use the opportunity to show off the splendour of the finished centre to those who had financially contributed to it, and also to let the sponsors decide where to locate their various banners and signs.

The sponsors were impressed by the venue and Joan took a note of where they wanted their advertisements placed.

Martha Kee also attended to see how her hurdle and signage had turned out. Martha was delighted with the hurdle - the calligraphy was beautiful and the steel grey silhouette of the dog was both restrained and tasteful. Best of all, her hurdle was to be jump Number 10, right in front of the grandstand.

The sponsors were surprised that Joan seemed somewhat preoccupied. Little did they realise but she was actually seething with anger. As soon as she saw the grandstand she knew there was something badly wrong – there seemed to be far too few seats. Once the visitors had left she counted the seats – there were only 1,500. Joan immediately emailed Bob to ask what on earth had happened but, despite repeated messages and phone calls over the next days, she could get no reply from him other than a recorded message saying that his office was closed as he was on holiday. She contacted Arena Works, which sent her a copy of the order and specification Bob had sent to it and which it had fulfilled; it also informed her that it would cost £20,000 for the company to return and install the extra seats required and that this could not be done until early March. Joan was furious – 2350 tickets for seats had already been sold for the Breeder's Cup.

The only arrangement Joan could make at such short notice was to erect a marquee beside the grandstand in which she placed extra chairs – this had an open front and, as it was on the side of a slight rise, those sitting towards the back would have a reasonable view of the racecourse. This was far from ideal so the directors of Racing NI agreed that all of the customers who had to be moved to this location would have the cost of their tickets refunded despite this being a serious financial blow to the company.

Meanwhile, the advertising signs for the various sponsors still had to be erected. Marcus suggested that Joan try Belfast Construction Ltd as he was so pleased with the work they had completed at the B&B. Marcus provided Joan with the contact details. Ted said that he could do the work and, as agreed, he turned up with his workmen and a cherry picker the following week. Joan was there to confirm where everything was to go. In conversation Joan mentioned that the work on the site had been done by Builders NI because her company's board had been so impressed with photographs of previous projects it had completed. This surprised Ted as he knew Bob had only recently set up his company.

Joan also mentioned that she had noticed that the floor behind the glass wall in the Conference Centre seemed to be wet after any rain showers. Ted agreed to have a look at the building. He felt a sinking sense of dread – he knew Bob's somewhat "relaxed" approach to building standards and wondered what he would find. Half an hour later he came back to Joan with some very bad news. He told her about the lack

of guttering and explained that, when it rained, the water would run down the slight incline on the roof – instead of being carried away by the gutter it was now gathering behind the parapet and seeping through its bricks into the area below.

Joan was aghast. From what Ted told her it was obvious that it would cost thousands to fix the damage caused and to have the work to the roof redone properly.

Ted asked Joan if he could see the photographs which had so impressed her.

When he saw the photos, Ted was furious. He told Joan that they were of projects completed by Belfast Construction Ltd, and not by Builders NI Ltd. “It was us who built Greenaway”, Ted exclaimed. Joan gave Ted Bob’s contact details so that he could give Bob a piece of his mind. Joan was equally furious, and felt rather silly that she had been taken in by Bob’s sales pitch.

Joan was terrified that the Breeders’ Cup would not be able to go ahead on 19th February as planned because of the problem with the roof. Ted was able to reassure her that the Centre was safe for now but made it clear that the damage to the roof would need to be addressed as soon as possible.

The day of the Breeders’ Cup arrived and the numbers attending were even larger than expected. Competitors arrived in their horse lorries and spectators arrived by coach and car.

Racing NI employee Petra Rumanoff was in charge of supervising the car park. Petra’s job was simple: direct the cars left to the south of the car park, and direct the horse trailers and lorries straight on to the north of the car park, nearer to the stable block. For safety reasons, members of the public were not allowed to park their cars beside the horse lorries and trailers where horses would be being moved in and out throughout the day.

What no one had anticipated was that the group known as PACA (Protestors Against Cruelty to Animals) had decided to protest at the event. PACA was a group that originated in England. It had always had a small branch in Northern Ireland, but this branch did not usually protest at events, preferring to organise their own meetings and an annual rally in Belfast City centre. However, the English activists had been putting pressure on the Northern Irish branch to be more active so its members decided that a protest at this flagship event would give them the national publicity the group needed. Twenty PACA members showed up and stood lining each side of Gibson’s Lane. They were chanting and waving placards up and down but not actually impeding traffic as it went up the Lane. However, one of the protestors, Dillon Matthews, did not feel that they were making enough of an impact. He ran up the Lane and into the security hut just inside the entrance to the car park. Petra saw him and ran over shouting, “That’s private - Can’t you see the ‘Staff Only’ sign!”

Dillon picked up a gold “Cross” fountain pen he found lying on the desk in the hut. He just had time to use its nib to etch “Murderers” on the desk, then put the pen in his pocket and run out of the hut and back down the Lane before Petra could reach him.

Never mind, she thought, that will all have been recorded on the CCTV in the hut.

Hugh McDonald was one of the drivers coming into Rockingham. He was late. It was now 5.00pm and he had planned to be at the venue for around 4.00pm, so that he could soak up the atmosphere and assist in getting his own horse, Clyde, ready for the Breeders' Cup. Clyde had been brought to the venue earlier, as all horses had to be at the venue by 2.00pm for a vet inspection.

By the time his car approached Petra, Hugh was uptight and impatient. He intended to drive towards the stables but Petra stepped out in front of his car, waving at him, and signalling that he should turn left. "Left turn for cars please", Petra called out.

Hugh rolled down his window and shouted to Petra that he wanted to park close to the stables, and beside his horse lorry which had arrived earlier. Petra explained that he could not do that, "All cars must go to the left - it is the system", she explained.

Hugh drove the car closer to Petra, demanding that she move. Petra refused so Hugh stopped his car about three metres away from where she was standing.

Hugh began to whinge at Petra, "Move you idiot, who do you think you are? Don't you know it's people like me who pay your wages".

Petra refused to move, so eventually Hugh started his car, reversed away from her and drove in a wide circle right around her. He then drove on up the car park towards the stables. Petra was furious; she lifted a stone and threw it as hard as she could after Hugh's car. It missed his vehicle but hit one of the sign posts situated in the car park, leaving a nasty dent in its expensive, galvanised steel finish. Petra realised that several drivers had witnessed the whole incident – although Hugh had not been shown up in a good light she could be in real trouble. She decided to call a colleague (Gareth Brown) and ask him to take over from her – she told him about Hugh's rudeness but did not mention her own part in proceedings. Hugh had angered rather than frightened her but it was a good excuse to get away.

By now one of the PACA protesters, Simon Morris, was really over excited. He was jumping up and down at the side of Gibson's Lane, shouting obscenities and making rude gestures at all the passing vehicles and pedestrians. Joan had arrived at the scene and on several occasions had asked him to stop shouting. This seemed to make Simon even angrier – he grabbed a megaphone brought by another protestor and continued with his foul language at ear splitting pitch.

Joan phoned the Police. Dillon realised what she was doing. Suddenly he remembered the pen he had lifted from the security hut. He would not want the Police to find that on him but he did not know how to get rid of it. At that moment he saw a Racing NI truck coming down Gibson's Lane from Rockingham. It was full of rubbish and was on its way to the municipal tip near Furmoy. Dillon threw the pen into the back of the truck as it passed – no one would ever find it now.

Joan met Constables Susan Magill and Thomas Robb at the scene. As soon as they saw the police officers, the PACA members moved back out onto the verge along the edge of Ballybrack Road (in fact all but Dillon, Simon and another member, Alison Gilmore, slipped away entirely).

Susan approached Alison and asked her to move back from the verge of the road. At this Alison started to say that she was being victimised by the forces of oppression but did indeed begin to move back – in fact she turned and began to walk down the road, still muttering audibly about “police states” and “lackeys of oppression”. It had been a long day and Susan was tired and cold. Something inside her snapped and she pulled out her baton, caught up with Alison and dealt her as hard a blow as she could to her right arm. Alison screamed with pain and clutched her arm. Joan had seen everything and felt that it was time to intervene. She gestured to Susan to move away, helped Alison back to the security hut and rang for an ambulance. It later transpired that Alison’s arm had been badly broken in two places.

Meanwhile Simon had been fully engaged in shouting at Constable Thomas Robb despite the fact that Thomas kept saying he just wanted to talk to him. By now Simon was thoroughly overwrought so, when Thomas came near him, Simon punched him on the chin. Fortunately it was not a very effective punch and Thomas was more surprised than hurt but he immediately arrested Simon and got him into the police car parked on the grass verge of the road. A much shaken Susan climbed in beside him. Thomas intended to drive back to the station but discovered that Dillon was sitting cross legged on the grass, right in front of the car. There was no room to reverse without going into the hedge. Despite repeated requests, Dillon continued to sit quietly in front of the car for the next ten minutes before Thomas finally got out and told him he had had enough and Dillon was to get into the police car immediately. Dillon’s nerve broke. He got in beside Simon and Thomas drove away.

With the Breeders’ Cup in full swing, the staff at Mulhollands’ B&B took advantage of the fact that their guests were at Rockingham. They cleaned all the bedrooms and started on the public areas. Stephanie McNellis was just finishing cleaning the dining room when she noticed a woman’s Rolex watch which had fallen under one of the tables. Stephanie knew it belonged to one of the guests, Anna Keating, who was attending the Breeders’ Cup on behalf of her company. The watch face had a circle of sapphires and diamonds around its rim; there was a row of sapphires along its minute hand and a row of diamonds along its hour hand. Anna had shown Trudy and Stephanie the watch that morning. She had boasted that it had been made to a unique design just for her – there was not another Rolex watch like it in the world. Stephanie picked it up and popped it in her pocket intending to give it to Trudy before she went home.

The Breeders’ Cup race was scheduled to begin at 7.00pm, but less important races were beginning at 5.00pm. Jack and Josephine Gillespie were determined to get to the grandstand early so as to get good seats from which to watch Luther race.

The Gillespies were well known for always being late for everything and despite their good intentions, today was no different so, by the time they got to Rockingham, all the parking spaces near to the grandstand had already been taken. After they had driven around the car park for ten minutes they realised that they were going to be really late if they parked where there were spaces near the entrance. Jack took a chance – he had noticed a large space near the grandstand which had been cordoned off with low security barriers and marked “STAFF ONLY – NO PARKING FOR MEMBERS OF THE PUBLIC”. He dropped Josephine off at the grandstand and told her he would join

her in a couple of minutes. Then he drove back to the space, moved the barriers and parked the car. "They should have more spaces", he thought in justification as he walked to the grandstand.

Twins Frederick "Fred" and Justin Mackin were bad news. Although they were only seventeen they caused trouble everywhere they went. They had decided to come down to the Championships to fill their day but they were already bored.

"Look what I have, this will liven things up", Justin said to Fred.

As Fred looked down at Justin's hand, he saw a bag of what he realised were cannabis roll ups. "Got them this morning", Justin said; he was just about to offer one to his brother when he noticed a security guard watching them suspiciously. He slipped the bag back into his pocket beside the knuckle duster he carried everywhere with him and the boys sauntered away.

By now, Margaret Reid and her family had arrived at Rockingham – she was looking forward to watching the races from their VIP seating. Sienna was excited but Bert was not remotely interested.

By 7.00pm anticipation was building to fever point for the Breeders' Cup. Joan was very nervous as she desperately hoped the race would be a success. She was also annoyed at herself because she had lost a gold "Cross" pen which her husband had given her as a birthday present. She was sure she had left it in the security hut but had not been able to find it when she had gone back to look for it a few minutes before. "I really must be losing my memory", she chided herself.

The time for the Breeders' Cup arrived. Luther, The Colonel and eight other horses were in position. The starting gun fired, the blocks opened and the horses galloped away.

The Colonel had a narrow lead by the time the horses turned the corner to the tenth hurdle. This was directly in front of the grandstand. Suddenly The Colonel "pulled up" and stopped. His eye had caught the silhouette of the dog on the panel advertising Kee's Dog Kennels. He absolutely refused to go any further and the other horses streamed past him over the jump. There was no option but to lead him off the track. Robert Gorman was furious. He was convinced that Joan had something to do with this although he had been sure he was the only person who knew about The Colonel's phobia about dogs. Robert had been Joan's rival for the position of managing director of Racing NI and had said some pretty nasty things to Joan when she had been appointed instead of him. He felt that Joan had never forgiven him. He was also angry at Tom and Ian because Luther had won the race. It just was not fair. Robert stormed out of the Owners' Box and stomped off to the stables to see The Colonel. Oliver Patterson was already at the stables when Robert arrived. He too was furious and was busy tearing The Colonel's bridle to pieces with his bare hands.

Robert didn't know what to do. He needed to get even with Joan, Tom and Ian. He suddenly had an idea. The Breeders Cup was due to be presented in fifteen minutes. If it went missing for a while Tom and Ian would be denied their moment of glory in front of the spectators as the Gillespies accepted the prize and Joan would be

embarrassed. Robert knew the cup was presently sitting in the Owners' Box. He slipped back the way he had come. As he had guessed, everyone was busy looking at Luther. He grabbed the Cup, dropped it into his bag and walked out of the box. He hurried back to an empty tack room he had noticed on his way to see The Colonel and he placed the Cup on a table in there. He was not trying to make it too difficult to find – just to spoil Tom's moment of triumph. He then went back to The Colonel's horse box and made arrangements for the horse's journey home with his groom later on that night. After that there was nothing to do but to go home himself.

The Breeders' Cup was due to be presented to the Gillespies at 7.45pm. At 7.40pm Joan went into the Owners' Box to collect it. It wasn't there. She wondered if one of the other directors had taken it but it soon became apparent no one knew where it was. Joan was really upset and was standing disconsolate outside the grandstand when two boys sidled up to her – it was the Mackin twins.

"We know who took the Cup", Justin said.

"It was that guy who wears the bright mustard coat and those weird tan gloves", said Fred.

"We were coming out of the Gents at the back of the grandstand when we saw him head off to the stables with it", said Justin, "It was poking out of his bag".

Joan immediately identified Robert from the description – he was the only person who wore that colour of coat and who still wore tan driving gloves. She couldn't believe he had done this to her but the most urgent task was to recover the Cup. It was clear the boys had followed Robert. It was also clear that they were not going to say where the Cup was without an incentive. She pulled a £10 note out of her pocket and handed it to Justin. That did the trick and the Cup was restored within a few minutes.

It was now 8.30pm. By this time most of the spectators had gone home so the actual presentation was a damp squib. The Gillespies were very disappointed. They were even more disappointed when they reached their car. Someone had left a message on the windscreen.

It read, "I have taken a note of your registration number and you will be hearing from Racing NI Ltd in due course. This is a space reserved for Racing NI staff and is used to park one of our mobile catering vans. Because we could not park here today, and based on our usual takings at the Breeders' Cup, the company lost approximately £500 worth of sales to customers. Signed Phelim Kelly".

What should have been a triumphant day had turned into a bit of a disaster.

The Reids were just leaving the Conference Centre after their "VIP" dinner. All in all Margaret felt that it had been a good day even though Bert had been a bit sulky. Just then Theresa Downey came over to speak to them. Her husband was a driving instructor and he had been giving Bert driving lessons since Christmas. Theresa asked Bert whether he had enjoyed himself.

"It was all right", he grunted. "Not my thing but good enough value for £20.00".

Margaret quickly began to hustle the family into their car and had managed to get her somewhat bemused husband to drive off before Theresa had worked out that Bert had been using a child's ticket.

"You haven't heard the last of this", Theresa said to herself.

Back at Mulhollands' B&B, Francis Foster waited in his car for his girlfriend Stephanie to finish her shift. Stephanie eventually came out. "What a day. I'm exhausted", she said.

She put her hand in her pocket to take out her phone and realised that she had forgotten to give Trudy the watch. Stephanie was fed up. Everyone else seemed to have lots of money and lovely possessions and she and Francis never had anything. Suddenly she had a brainwave. She would sell the watch on eBay and use the money to treat herself and Francis to a weekend away – someone could wait on them for a change. She knew all the staff would be under suspicion when Ms Keating realised her watch was missing so she gave it to Francis and asked him to look after it for a few days. He looked at her quizzically and she winked and told him, "Let's just call that an involuntary gift from a grateful guest".

"I won't say anything if you don't", he replied as he carefully hid the watch in his glove compartment before he drove off.

Trudy had been out for an evening walk in the garden of the B&B. It was quite dark and the place where Francis' car was parked was badly lit so the only illumination in that area was coming from the interior lights in Francis' car. Trudy saw Stephanie in the front seat the car and was just about to step out of the shadows to knock on the car window and say goodbye when she noticed Stephanie take the watch out of her pocket. Trudy stopped; neither Francis nor Stephanie had noticed her so she watched as Francis took the watch and put it in the glove compartment. Trudy was quite sure the watch was the one belonging to Anna Keating; the sapphire and diamond design was unmistakable as the jewels sparkled in the light inside the car. "That's strange", thought Trudy, "I wonder why Anna lent Stephanie her watch".

Donald O'Fee was just packing up his stand at Rockingham. He was employed by Horses for Courses Ltd and had been on duty all afternoon and evening. He was very happy as takings had been extremely good. He had just finished putting everything into his car when Constable Michael Brown appeared at his elbow. Michael asked to see his company's licence. Donald was able to produce a copy immediately as Anna made sure that all the staff had a copy. But then Michael asked to see the track betting licence. Donald looked blank. He rang Anna, who was still at Rockingham, and she in turn rang Joan. Both were filled with consternation when Joan realised that no one in Racing NI had thought to get such a licence.

"This will not look good", complained Anna.

"Just wait till I get Richard", muttered Joan as she walked towards her car. Just then she noticed the Mackin twins lurking under one of the lights in the car park. After all the excitement, Justin had just remembered his cannabis and was offering Fred one

of his “roll ups”. Joan immediately worked out what was happening and quietly took a photo of the boys on her phone. It captured Fred taking the roll up from Justin. Then she waited, unnoticed, until they began to walk slowly across the car park. “I bet the police will be interested in that”, she said to herself as rang the local station.

Later that evening Francis called in at a pub in Ledlin after he had left Stephanie home. He got chatting to a stranger who had just realised she had forgotten to bring with her the present she had bought for her mother’s 60th birthday the next day. She was travelling up to Scotland for the birthday party. Francis told her that, in view of her predicament, he would sell her a beautiful Rolex watch he had inherited from his grandmother at the knock down price of £600. His new friend gratefully paid him the money; he got her the watch from the car and she drove away full of gratitude to her kind saviour.

“There really is one born every minute”, Francis thought to himself.

Back in the stable block at Rockingham, Brendan Calver, a local vet began a walkthrough taking random blood samples of the horses who had competed in a race that day.

The winner of the McAlpine Cup that afternoon had been Rosie Robinson riding her own horse, “Maestro”. The spectators were impressed to see that Rosie had managed to keep her horse under control throughout his race. Maestro was a very talented stallion, but had a reputation for being far too energetic and unruly to be properly controlled on the track. Today, however, he looked a bit under the weather compared to usual. This appeared to work in Rosie’s favour, who, for the first time, was able to complete the race without her horse refusing any of the jumps – he had been quite a lot slower than usual but was still faster than the other horses in the race (it was not a strong field).

Rosie knew that Maestro had talent to burn but that his unruly behaviour always held them back. She coveted a win – even one against second rate horses in a relatively unimportant race like the McAlpine Cup. Even more importantly, she felt that if she could just show she could control a horse of Maestro’s stature, trainers such as Tom Sullivan and Robert Gorman might start giving her rides. She decided that she would do whatever it took to show her mastery over Maestro. She thought of slipping him a little something to calm him down but was frightened that this might turn up in blood tests. Finally she decided not to give the horse any food or water for two days before the meeting to make sure that he had little energy when the day of the race arrived. The Maestro, hungry and dehydrated, clearly did not have the energy to do anything but obey his rider during the race.

Brendan Calver had seen Maestro race on several occasions and was aware of his reputation as a headstrong animal. He had been surprised to see Maestro so low in energy and without his usual fiery eye. Brendan went into his stable and noticed there was no water bucket, and no trace of any hay or other food. He was able to diagnose that Maestro was extremely dehydrated and the horse was obviously starving. By the time a buoyant Rosie returned to the Stables with her trophy (having finally remembered that she needed to feed and water her horse) Brendan had already

reported his concerns to the animal protection officer at Rockingham and told Rosie that she had to wait with him until the animal protection officer arrived.

Anna was in a really bad mood. On top of everything else she had lost her Rolex watch. She had just rung Trudy who had said that she thought she had information about the watch and that she would tell Anna all about it when she got back to the B&B but that, in the meantime, "...she would put the matter in the hands of the Police". Anna didn't know what she was talking about but no doubt she would find out later.

As the Mackins left Rockingham they were surprised to see a police car waiting for them at the entrance. Thomas was standing beside the car. Neither of the boys had time to get rid of the cannabis roll ups they had in their hands. Justin swung round, thought about running away and then changed his mind and stayed where he was – unfortunately for him, his action of turning round so sharply dislodged his bag of cannabis roll ups and his knuckle duster from his pocket and both items fell to the ground. Thomas picked up the packet and the knuckle duster, got both boys in the car and drove off to the station.

Tom Sullivan arrived back at Rothermere around 9.30pm. He was pleased Luther had won but disappointed that the presentation of the Cup was such an anti-climax. Worse was to come. He started his inspection of his lands which he carried out every night. When he got up to his boundary with Rowan Close he realised that he was walking through a mud bath. The ground was several centimetres deep in water and would be useless for either grazing or exercising his horses for weeks to come. That would mean more expense in buying in extra fodder.

The following morning both he and Margaret realised what had happened – her water tank had burst and the thousands of litres of water it contained had come pouring onto Tom's land. It soon became apparent that there was no way Margaret could have realised there was a weakness in the southern wall of the tank; the engineer she subsequently employed to examine it reported that there had been a hidden flaw in the metal in one area of that wall which no one could have identified until it actually led to the wall giving way.

This was of little comfort to Tom. Things had been going so well.

"I always told you optimism was a fool's game", he complained to his wife.

SECTION A INSTRUCTIONS

In addition to the narrative, you have been provided with a series of statements which appear in Section A on the computer screen. 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.

On the computer screen you should tick the box next to each of the statements which you believe to be correct.

You will receive marks for each correct statement which you identify with a tick.

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

SECTION B INSTRUCTIONS

In addition to the narrative, you have been provided with extracts from various statutes (the “statutory provisions”) set out on pages 38 to 54 and a series of statements which appear in Section B on the computer screen. 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.

On the computer screen you should tick the box next to each of the statements which you believe to be correct.

You will receive marks for each correct statement which you identify with a tick.

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

Betting Gaming Lotteries and Amusements (Northern Ireland) Order 1985

Article 36

(1) Subject to paragraph (2), it shall be unlawful for bookmaking or a pool betting business to be carried on on any track unless the occupier of the track holds a track betting licence authorising the provision of betting facilities in accordance with regulations under Article 43 on that track.

(2) Paragraph (1) shall not apply to bookmaking on any track on any day if—

(a) during the year in which that day falls, bookmaking has not been carried on on that track on more than 7 previous days; and

(b) not less than 1 week before that day, notice of the intention to permit bookmaking on that track on that day is served by the occupier of the track on the sub-divisional commander of the police sub-division in which the track is situated.

(3)

(4) If bookmaking or a pool betting business is carried on by any person in contravention of this Article or of regulations made under Article 43, that person and the occupier of the track also, shall be guilty of an offence.

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.

EU Regulation (EC) No 561/2006

Article 6

(1) The daily driving time shall not exceed nine hours.

However, the daily driving time may be extended to at most 10 hours not more than twice during the week.

(2) The weekly driving time shall not exceed 56 hours and shall not result in the maximum weekly working time laid down in Directive 2002/15/EC being exceeded.

(3) The total accumulated driving time during any two consecutive weeks shall not exceed 90 hours.

(4) Daily and weekly driving times shall include all driving time on the territory of the Community or of a third country.

(5) A driver shall record as other work any time spent as described in Article 4(e) as well as any time spent driving a vehicle used for commercial operations not falling within the scope of this Regulation, and shall record any periods of availability, as defined in Article 15(3)(c) of Regulation (EEC) No 3821/85, since his last daily or weekly rest period. This record shall be entered either manually on a record sheet, a printout or by use of manual input facilities on recording equipment.

Article 7

After a driving period of four and a half hours a driver shall take an uninterrupted break of not less than 45 minutes, unless he takes a rest period.

This break may be replaced by a break of at least 15 minutes followed by a break of at least 30 minutes each distributed over the period in such a way as to comply with the provisions of the first paragraph

Fraud Act 2006

Section 2

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

Section 4

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

Section 11

(1) A person is guilty of an offence under this section if he obtains services for himself or another—

- (a) by a dishonest act, and
- (b) in breach of subsection (2).

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

- (a) they are made available on the basis that payment has been, is being or will be made for or in respect of them,
- (b) he obtains them without any payment having been made for or in respect of them or without payment having been made in full, and
- (c) when he obtains them, he knows—
 - (i) that they are being made available on the basis described in paragraph (a), or
 - (ii) that they might be,

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

Justice Act (Northern Ireland) 2011

Section 93

(1) A person who is in possession of an offensive weapon with intent to commit an indictable offence is guilty of an offence.

(2) In subsection (1) “offensive weapon” means any article made or adapted for use for causing injury to the person, or intended by the person in possession of it for such use.

Misuse of Drugs Act 1971

Section 5

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

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

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

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

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

Section 8

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

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

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

(c) preparing opium for smoking;

(d) smoking cannabis, cannabis resin or prepared opium

**Motor Vehicle (Construction and Use) (Amendment No. 5) Regulations
(Northern Ireland) 2003**

125A....a person shall not drive a motor vehicle on a road if he is using –

- (a) a hand-held mobile telephone; or
- (b) a hand-held device of any kind specified in paragraph (4).

Offences Against the Person Act 1861

Section 16

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

Section 18

Whosoever shall unlawfully and maliciously by any means whatsoever wound or cause any grievous bodily harm to any person, with intent to do some grievous bodily harm to any person, or with intent to resist or prevent the lawful apprehension or detainer of any person, shall be guilty of felony.

Section 42

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

Section 47

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

Police (Northern Ireland) Act 1998

Section 66

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

Public Order (Northern Ireland) Order 1987

Article 8

In this Part—

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

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

Article 9

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

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

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

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

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

(4) A person who is not shown to have intended to stir up hatred or arouse fear is not guilty of an offence under this Article if he did not intend his words or behaviour, or the written material, to be, and was not aware that it might be, threatening, abusive or insulting.

Article 18

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

(a) disorderly behaviour; or

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

Article 22

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

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

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

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

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

Road Traffic (Northern Ireland) Order 1981

Article 3

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

Article 90

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

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

Article 172

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

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

Article 175

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

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

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

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

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

(ii) the driver of the vehicle shall keep the vehicle stationary at or near the place where the accident occurred for such period as is reasonable in all the circumstances having regard to the provisions of sub-paragraph (iii),

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

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

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

Article 180

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

Road Traffic (Northern Ireland) Order 1995

Article 9

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

Article 10

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

Article 11

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

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

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

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

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

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

Article 12

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

Article 12A

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

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

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

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

Article 13

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

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

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

Article 14

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

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

he is guilty of an offence.

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

Article 15

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

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

Article 16

(1) If a person –

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

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

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

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

Article 33

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

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

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

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

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

(2) In paragraph (1) “dangerous” refers to danger either of injury to any person while on or near a road, or of serious damage to property on or near a road; and in determining for the purposes of that paragraph that would be obvious to a reasonable person in a particular case, regard shall be had not only to the

circumstances of which he could be expected to be aware but also to any circumstances shown to have been within the knowledge of the accused.

Article 50

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

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

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

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

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

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

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

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

Road Traffic Regulation (Northern Ireland) Order 1997

Article 43

(1) ... any person who contravenes a speed limit fixed by or under any enactment (including this Part) is guilty of an offence.

Theft Act (Northern Ireland) 1969

Section 1

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

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

Section 8

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

Section 9

(1) A person is guilty of burglary if –

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

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

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

Section 21

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

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

Vehicle Excise and Registration Act 1994

Section 29

- (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.

Welfare of Animals Act (Northern Ireland) 2011

Section 3

- (1) In this Act, references to a person responsible for an animal are to a person responsible for an animal whether on a permanent or temporary basis.
- (2) In this Act, references to being responsible for an animal include being in charge of it.
- (3) For the purposes of this Act, a person who owns an animal shall always be regarded as being a person who is responsible for it.
- (4) For the purposes of this Act, a person shall be treated as responsible for any animal for which a person under the age of 16 years, of whom the first mentioned person has actual care and control, is responsible.
- (5) For the purposes of this Act, a person does not relinquish responsibility for an animal by reason only of abandoning it.

Section 4

- (1) A person commits an offence if—
 - (a) an act of that person, or a failure of that person to act, causes an animal to suffer,
 - (b) that person knew, or ought reasonably to have known, that the act, or failure to act, would have that effect or be likely to do so, and
 - (c) the suffering is unnecessary.
- (2) A person commits an offence if—
 - (a) that person is responsible for an animal,
 - (b) an act, or failure to act, of another person causes the animal to suffer,

(c) the first-mentioned person permitted that to happen or failed to take such steps (whether by way of supervising the other person or otherwise) as were reasonable in all the circumstances to prevent that happening, and

(d) the suffering is unnecessary.

Section 9

(1) A person commits an offence if that person does not take such steps as are reasonable in all the circumstances to ensure that the needs of an animal for which that person is responsible are met to the extent required by good practice.

(2) For the purposes of this Act, an animal's needs shall be taken to include—

(a) its need for a suitable environment,

(b) its need for a suitable diet,

(c) its need to be able to exhibit normal behaviour patterns,

(d) any need it has to be housed with, or apart from, other animals, and

(e) its need to be protected from pain, suffering, injury and disease.

SECTION C INSTRUCTIONS

In addition to the narrative, you have been provided with a series of statements which appear in Section C on the computer screen. 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, on the computer screen you should tick the box next to each of the statements which you believe to be correct.

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

You will receive marks for each correct statement which you identify with a tick.

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