

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

**ADMISSIONS TEST DECEMBER 2023**

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

**Wednesday 20<sup>th</sup> December 2023, 9.30am – 12.30pm**

**EXAMINATION GUIDELINES**

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

1. Rough work may be written on the spare paper which may be obtained from the invigilators.
2. In your answer booklets you should mark with an 'x' the box next to each of the statements which you believe to be correct.
3. You will receive marks for each correct statement which you identify.
4. However, if you identify a statement as correct, when it is in fact incorrect, the same amount of marks will be deducted as are awarded for a correct answer.
5. You must stop immediately upon being told to do so at the end of the examination.
6. Marks may be deducted if these examination guidelines and the individual question guidelines are not followed.
7. The narrative is from page 2 – 23.
8. Section A instructions are on page 24.
9. Section B instructions are on page 25.
10. Section C instructions are on page 38.

Armando Capaldi is a Northern Ireland based entrepreneur who is passionate about environmental issues. Armando was aware that Northern Ireland as a region had won the right to host a satellite conference on 12<sup>th</sup> November 2023 aligned with the United Nations Climate Change Conference (UNCCC), also known as COP 28. COP 28 serves as the formal meeting of United Nations member state representatives to consider and address climate change issues. Armando was also aware that a venue for the satellite conference in Northern Ireland (“the COP conference”) had not yet been identified. In September 2021 he decided to buy a large plot of land in the North Antrim Coast area near the popular seaside town of Ballyhope, in order to create an environmentally-friendly, luxury resort hotel and spa. Armando believed that this would be a good investment. He also hoped that the site could be a contender for the COP conference.

Prior to concluding the purchase of the land, Armando approached a firm “JE Planners” in Belfast which specialises in planning and architectural matters. Armando had several meetings with the owner of JE Planners, Jane Eastwood, to outline his ideas for the resort. Jane sent Armando the following email on 13<sup>th</sup> September 2021:

From: [Jane.eastwood-jeplanning@gmail.co.uk](mailto:Jane.eastwood-jeplanning@gmail.co.uk)  
To: [armando.capaldi@email.co.uk](mailto:armando.capaldi@email.co.uk)  
Re: Resort Proposals

Dear Armando

Thank you very much for meeting with me over the past few weeks and providing me with background details in relation to the proposed new resort. The site you have identified near Ballyhope should work well for what you have in mind, albeit, as you are aware, there are obviously many practical considerations to bear in mind. I think it will be useful if I set out in writing what the site and the surrounding area looks like. This will ensure that there is no misunderstanding between us when I come to discuss the issues which need to be considered.

If one was mapping the area onto an A4 piece of paper in a landscape orientation, the largest nearby carriageway, Drumavolek Road, runs from west to east along the top of the map. The Glenleck River flows in a slight waving course from west to east along the bottom of the map. On the western side of the map you would see Portview Road which runs over Glenleck River by way of Portview Bridge and continues in a straight, northernly direction until it meets Drumavolek Road. Glencross Road runs in a north south orientation along the eastern side of the map. It runs from the Drumavolek Road until it meets the Glenleck River, where it comes to a dead end.

The resort site is a large, rectangular plot of land in the centre of the lands and is surrounded by five other rectangular plots of land. All six plots are located within the land’s boundaries of Portview Road to the west, Drumavolek Road to the north and Glencross Road to the east. The resort site includes the Glenleck River where it runs between the resort’s western and eastern boundaries, whereas its southern boundary lies south of the southern side of the river.

Eastern Field is owned by Patrick Robbins. Its southern boundary is also to the south of the southern side of the river. To the west it borders half the length of the eastern

boundary of the resort site and its eastern boundary runs along Glencross Road.

Immediately to the north of Patrick's field is a parcel of land containing a house and grounds owned by Margaret McShane. The northern boundary of Margaret's land runs along the southern side of Drumavolek Road. Her land borders Glencross Road to the east. Its western boundary runs along the eastern boundary of the resort site and then on in a straight line until it meets the Drumavolek Road.

To north of the resort site is a patch of land known as North Field. This is owned by Arlene Wilson. The southern boundary of this field runs along the northern boundary of the resort site and exactly matches it in length. Its northern boundary also runs along the southern side of Drumavolek Road. To the east, it borders Margaret McShane's land. The western boundary of Arlene Wilson's field runs along the eastern boundary of land owned by Farooq Amin.

Farooq Amin's land comprises his house, gardens and extensive park land collectively known as Highgate Farm. It too borders Drumavolek Road to the north and Portview Road to the west. Its eastern boundary runs along the full length of North Field's western boundary and then along half the length of the resort site's western boundary.

Immediately to the south of Farooq's land is a field owned by John Westlake which is known as Glenshesk Field. This field borders Portview Road to the west and the resort site to the east. As with Eastern Field and the resort site, its southern boundary runs to the south of the southern side of Glenleck River. From your instructions I understand that the owners of each of Glenshesk Field, the resort site and Eastern Field have exclusive fishing rights and the exclusive right to use the river where it runs through their respective lands.

Your plans for the resort site consist of six main developments. North of the river, the southwest corner of the site is proposed for use as a garden area. The area north of the river, to the east of the garden area, is earmarked for outdoor, riverside jacuzzis. North of the river and to the east of the riverside jacuzzis is an area upon which chalet huts will be built – this will be in the southeast corner of the site. North of the riverside jacuzzis, in the middle of the site, is the planned location for the large, main hotel building. The area in the northwest corner of the resort site is earmarked for the large indoor spa area.

I understand that you also intend to fence off an area of approximately 1,500 square metres to the north of the area in which the chalets are to be located. The northern boundary of this area is approximately 50 metres south of the access lane. You have informed me that you do not wish the residential site to be part of your commercial development plans as you may wish to build a house for yourself on this site at some point in the future. In light of your instructions in relation to the area you wish to retain for your personal use (the "residential site"), I have not included this area in my considerations of the following planning and construction issues:

1. Under current arrangements, the site can only be accessed via an existing right of way along an access lane which passes in a south westerly direction from Drumavolek Road, through the land belonging to Margaret McShane, to the eastern boundary of the site approximately 25 metres to the south of the northern

boundary of the residential site. If at all possible, my advice would be to purchase this lane from Margaret and develop it into a more permanent and appropriate access lane for guests entering the resort from Drumavolek Road. Fortunately, the existing lane is suitable for any vehicles and machinery needed to develop the site even before the access lane is properly made up.

2. There is a mains sewage pipe running under Portview Road. Technically a sewage pipe could run through Glenshesk Field to connect with this. However, the mains sewage pipe would not have the capacity necessary to carry all the sewage from a site with as many facilities as you are proposing for the resort. This means that you will have to rely upon a septic tank. Given the topography of the land in the area, my advice would be to seek to install a large septic tank in the southeastern corner of Farooq Amin's property. A sewage pipe would have to run from the hotel, in a westerly direction through the resort site and Farooq's land in order to connect with the tank. The effluent pipes from the septic tank would have to run in a downhill, slightly south-westerly direction through Farooq's land and then on in a south westerly direction through Glenshesk Field.
3. The closest connection to mains electricity is on Drumavolek Road to the north east of the resort site. An electricity cable could run in a south-westerly direction from this point, through Margaret McShane's land, and then enter the eastern boundary of the resort site a little to the north of the access lane. This cable could then run directly to the hotel building with other cables running from the hotel to all other necessary locations on the resort site. Obviously, Margaret would have to agree to this.
4. The nearest mains water pipe also runs under the Drumavolek Road. Given the topography of the land, it would be best for the connection to this pipe to run through North Field in a south-westerly direction and to cross into the resort site north of the spa area. Again, whatever other water pipes needed to service the rest of the site could branch off from this pipe after it has entered your lands.
5. You will need to hire specialist builders to carry out such a large development. This is particularly important in relation to the development of the chalet huts in the south eastern corner of the site. At the moment, a very dilapidated warehouse is located in this area. Our survey of the warehouse has identified cement sheeting that is in a very poor state of repair and comprises asbestos-based material. As you may already be aware, the asbestos material in the warehouse must only be removed by an asbestos removal contractor licensed by the Health and Safety Executive for Northern Ireland (HSENI). In addition, the asbestos material must only be disposed of at a waste site that is licensed to receive that category of waste by the Northern Ireland Environment Agency.

Sincerely,

Jane

Armando was pleased with the email from Jane as it correctly set out the overall area and how he wished to develop the resort facilities. The purchase of the site completed on 27<sup>th</sup> September 2021.

Armando arranged a meeting with Margaret McShane on 25<sup>th</sup> October 2021 to discuss the possible purchase of the access lane to the site and the need for a right to connect to the electricity cable on Drumavolek Road. Margaret was initially anxious about Armando's request as she has spent the past couple of years restoring a gypsy-style wooden caravan for use by visitors. Margaret did not want any interference with the caravan. Upon receiving suitable assurances from Armando, Margaret was willing to sell the lane to Armando. She was happy to grant Armando the right to construct and use the electricity cable through her land to the site. She also agreed that he could come onto her lands to repair and maintain the cable.

Margaret was a keen walker. As soon as Armando had bought the site he constructed a footpath (the "perimeter footpath") running from the point the access lane met his land, around and a short way inside the inner perimeter of the eastern boundary of the site, along the northern side of the river and then along the inner perimeter of the western and northern boundaries until it returned to the access lane. Margaret requested to have the right for herself and her guests to walk around this footpath and also to use the access lane at any time. Armando was happy to agree to this although he specified that the use of the access lane could only be on foot; he did not want Margaret or her guests bringing vehicles onto his access lane or lands.

Early in November 2021 Armando went to the home of Farooq Amin to request the right to install and use the septic tank and necessary pipes on his property. Farooq agreed to this. He also was content to give Armando the right to come onto his land to maintain and repair the tank and the pipes.

A week or so later, Armando had a lunch meeting with John Westlake. Armando set out his requests in relation to the right to construct and use the effluent pipes running in a southwesterly direction through John's field and the right to come onto the field to maintain and repair these pipes. John agreed to grant these rights but wanted some rights in return. John was a keen fisherman and enjoyed fishing from his rowing boat on the Glenleck River where it passed through his lands. Given that Armando's site included a significantly longer stretch of the river than John's field, John wanted the right to take his rowing boat downstream throughout the full stretch of the river where it ran through the resort site. In addition, if and when he so wished, to fish from the boat while doing so. He also wanted the right to construct a wooden jetty on the northern bank of the river on Armando's land near to the border with Eastern Field. The jetty would be in the south eastern corner of Armando's site. John wanted the right to moor his boat to this jetty and to fish from the jetty.

Armando thought that having a jetty on his site could come in useful, as he could then offer guests further activities at the resort including taking rowing boats on the river and, if they wished, fishing from these boats and the jetty. Armando confirmed that he, Armando, was happy to grant John the necessary rights and that he, John would construct the jetty, repair and maintain it.

Armando also made it clear he was granting the various rights to John as the owner of Glenshesk Field and he was not granting them to any guests who might visit John.

John was excited about the prospect of gaining access to Armando's stretch of the river. He decided that he would ask Patrick Robbins if he could use the river where it passed through Patrick's lands.

Towards the end of November 2021 Armando had a telephone call with Arlene Wilson. Armando explained his need for the right to connect to the mains water supply from Drumavolek Road through Arlene's property. Arlene granted this right and the right to come onto her land to maintain and repair the pipe. Arlene then explained that she had been speaking to Margaret McShane and that she too would like the right to use the perimeter footpath. Armando agreed to this and also agreed to construct a short footpath (the "north footpath"), running south from the middle of his northern boundary to where it would meet the perimeter footpath. Arlene could use this footpath if she wanted a short walk. It would also allow Arlene to get to and from the perimeter footpath. Arlene could cut a gap in her southern boundary hedge where it met the north footpath; this hedge was entirely within her lands. Although Armando was happy that she could use the footpaths at any time, he stipulated that the right to use the perimeter footpath and the north footpath was for Arlene's use only, as the owner of North Field. He explained that he did not want many more people to be using the perimeter footpath in addition to his guests and the rights he had already granted.

For some time, Farooq had hoped to install a set of eight solar panels to provide environmentally-friendly energy for his home. However, his house and outbuildings were shaded by some particularly fine oak trees so any solar panels situated on these buildings would not receive enough light to operate efficiently. Spurred on by Armando's environmental aspirations, Farooq approached John Westlake in late November 2021 to discuss the possibility of placing the panels in the north west corner of Glenshesk Field. John was sympathetic but had to decline because much of his field comprised very marshy land which was an important breeding area for wetland birds. John suggested Farooq speak to Armando. In early December, after some discussion, Armando agreed to give Farooq the right to install and use the panels on the western side of the resort site, between the garden area and the spa area. He also gave Farooq the right to run an electricity cable from these panels in a north westerly direction until it entered Farooq's land via its eastern boundary, as well as the right to come onto his lands to maintain and repair both the panels and the electricity cable.

Armando was delighted that he had been able to successfully negotiate the various rights he needed from his neighbours and even more delighted when he received planning permission for all necessary building works on 18<sup>th</sup> December 2021. He decided to take a well-earned break over the Christmas period of 2021.

Armando's neighbours were also pleased with the rights they had acquired over Armando's lands although John was disappointed that Patrick would not agree to him coming on to his stretch of the Glenleck River in order to fish. Patrick was a keen animal rights proponent and did not approve of fishing. However, Patrick did agree to give John the right to row his rowing boat along the river where it ran between the boundaries of his land. This right was granted to John as the owner of Glenshesk Field and was not to be used by anyone else.

On Monday 10<sup>th</sup> January 2022 Armando met with Richard Sykes, the owner of the Ballyhope-based construction firm Glenshesk Builders, in relation to the proposed project. Armando outlined for Richard the various construction tasks necessary to complete the resort so that it would be ready by midnight on 30<sup>th</sup> June 2023. This was the date by which all applicants to host the COP conference had to have their facilities completed and operational. Six members of the UNCCC sub-committee appointed to select the venue for the COP conference were to inspect each of the potential venues on Saturday 1<sup>st</sup> July 2023. Richard assured Armando that there was ample time to carry out all of the necessary construction works and promised that the resort would be fully complete and operational by midnight on 30<sup>th</sup> June 2023.

Armando queried whether Glenshesk Builders held a HSENI licence for asbestos removal. Richard assured Armando that Glenshesk Builders held the necessary licence and had considerable experience in the safe removal and disposal of all types of building materials, including asbestos.

Armando also explained to Richard that he wanted an access lane constructed to provide access into the resort and electric powered, Victorian style street lamps installed to light this access lane. He specified that the lights had to use LED bulbs that resulted in at least a 50% reduction in energy consumption, compared to traditional lighting. Richard assured Armando this would not be a problem.

Following the meeting with Richard, Armando decided to engage Glenshesk Builders to carry out the development work for the resort. He provided Richard with all the correspondence and guidance received from JE Planners. Armando instructed Richard to carry out the works in accordance with the guidance from JE Planners and to source all materials, and contract further with other parties and suppliers where necessary for the completion of the construction of the resort. Explicit terms of the contract included:

1. The resort would be complete and fully operational by midnight on 30<sup>th</sup> June 2023;
2. Disposal of all asbestos material as legally required at a waste site licensed to receive asbestos material;
3. Access lane street lights to comprise Victorian style lamps using LED light bulbs; and
4. All works to be completed in accordance with standards of best practice.

Richard employed six workmen in Glenshesk Builders; he liked to keep his team small so that he did not need to pay any of them to act as foremen or line managers. Everyone received instructions directly from Richard and reported to Richard.

Armando had already fenced and gated the area being retained as his residential site. He also created a paved area inside the gate underneath the shade of a large oak tree. Armando really loved this tree; indeed, it was one of the reasons he had chosen this site for his own use. He employed a tree surgeon, Olive Chestnutt, to check out the health of this oak tree and several other trees on the residential site. She had given all the trees a clean bill of health but warned Armando that one of the limbs of his favourite oak tree appeared to have been damaged in previous storms and needed to be removed as it was in danger of breaking and falling. Olive had marked this branch with a distinctive yellow plastic band. Armando fully intended to have this work done,

although he saw no real urgency as he did not plan to use the area for some years.

Glenshesk Builders started work on site on Friday 14<sup>th</sup> January 2022. Richard instructed two of his employees, Thomas Hardy and Ian Corrie, to tackle the dilapidated warehouse. Thomas had been in the trade longer than Ian. Given the age and condition of the warehouse, Thomas was aware that it may well contain asbestos material. While they were standing outside the warehouse, Thomas asked Richard if they needed to take any particular precautions before working on the building. Richard told him that this was not necessary and ordered Thomas and Ian, "Just get on with it!". When Richard left them, Thomas said to Ian, "Well, you heard what Richard said. I suggest you get started on the far side of the warehouse and I'll start on this side".

The two men had parked the Glenshesk Builders blue Volkswagen van near to the access lane. As Thomas and Ian were returning to the van to collect their tools they met Armando. He suggested that they could save themselves a considerable amount of walking if they moved the van to the residential site as the paved area was a much more suitable parking place than a muddy field. The men were delighted. They drove the van down to the residential site and parked it on the paved area.

Ian collected his tools from the van and began to walk to the warehouse. As Thomas was lifting his tools out of the van he received a call from Richard on his mobile phone. Richard was on a nearby part of the site. As Thomas stood by the van taking the call he heard a sudden creaking sound. Looking up, he was horrified to see a branch of the oak tree under which he was standing beginning to pull away from the tree. Thomas managed to jump out of the way of the branch's direct fall but it caught him a glancing blow on his left arm as it came to rest. Richard heard the sound of the accident and shouted, "What's happened Thomas?" Richard rushed to Thomas's assistance. He found Thomas sitting by a fallen branch which had a tattered yellow plastic band tied round its branches, nursing his arm. Fortunately, the van had not been damaged, so Richard used this to take Thomas to Ballyhope Hospital where he was diagnosed with a broken left arm. Richard subsequently took Thomas home once a plaster cast had been applied and Thomas was discharged.

Later that afternoon, Patrick Robbins saw Ian working on the warehouse. Patrick became very disturbed by what he saw as he was aware the warehouse contained asbestos cement sheeting. Patrick watched Ian throw asbestos sheeting through the window openings on to the ground outside the warehouse. He was not wearing any protective clothing. There was dust from the asbestos sheeting swirling around him. Significant amounts of the asbestos sheeting were lying on the ground around the interior and exterior of the building.

Patrick was very worked up about what he saw. He thought it ironic that Armando talked about his passion for the environment and was allegedly building an eco-friendly resort while there was such a lack of safety precautions being taken on site.

Patrick decided to go for a drive to clear his head and calm down. He drove out of his house in his blue Mazda MX5 sports car, turned left onto Glencross Road, proceeded in a northerly direction, turned right onto Drumavolek Road and headed in an easterly direction along the road. After a few minutes he saw a silver Volkswagen Golf car in his rear-view mirror. Shortly afterwards, Patrick checked all of his mirrors, put on his



right indicator, slowed his speed and moved more to the centre of the road as he was planning to turn right into Torry Road. Drumavolek Road is very wide, so there was plenty of room for the car coming up behind him to drive on past his car on the near, passenger side of Patrick's vehicle.

The driver of the silver Volkswagen Golf behind Patrick's car was Farooq Amin. Farooq was not concentrating on his driving as he was engaged on a video call on his mobile phone. Farooq was exceeding the speed limit of 30 miles per hour on Drumavolek Road, he was driving at 50 miles per hour. The mobile phone was on Farooq's knee and he kept glancing down at his phone to see the other person's face on the video call. As Farooq was approaching the junction of Torry Road, the phone fell off his knee. Farooq reached down to pick up his phone causing his car to swerve towards the centre of the road and crash into the rear of Patrick's stationary car.

The collision caused damage to both vehicles. Patrick immediately felt shooting pains in his neck as his head flew back and struck the headrest in his vehicle. Patrick was already worked up about the dangerous working practices he had observed earlier in the day at the resort site. The Volkswagen crashing into his car caused him to completely lose his temper.

Patrick stepped out of his Mazda MX5 in an uncontrollable rage. He ran straight for the driver's door of the car behind. Patrick recognised the driver of the Volkswagen as his neighbour, Farooq. Incandescent with rage, Patrick banged on the driver side window of the Volkswagen demanding that Farooq roll down the window. Farooq, who was in somewhat of a state of shock, wound down his window, not fully appreciating the danger he might be in. Patrick waved his fist at Farooq and shouted, "You need a good thumping!".

Patrick noticed that Farooq had suffered a nasty cut to his right hand where it had been struck by a shard of glass from a water bottle in Farooq's car which had been broken during the collision. This did not placate Patrick at all. He grabbed Farooq by the lapels of his jacket and dragged him through the open window of his car out onto the road. Patrick was screaming and shouting at Farooq, calling him an idiot and a danger on the roads. Farooq was still in a state of shock and just kept replying, "What do you mean? What do you mean?".

Patrick shouted, "I'll show you what I mean" and proceeded to headbutt Farooq in the face, which caused Farooq to collapse unconscious onto the road. While Farooq was unconscious, Patrick proceeded to kick him in the head and body repeatedly for several minutes before he began to calm down.

A dashboard camera was positioned in the front of Farooq's Volkswagen. As Patrick drew breath, out of the corner of his eye he noticed the dashboard camera in the front of Farooq's car. He ran back to his car and drove off down Torry Road in an attempt to get his temper under control.

Eamon Malloy, a local resident, had been walking along Drumavolek Road at the time of the accident and had seen the collision and subsequent violence. He called 999 on his mobile phone and explained what he had witnessed. Within minutes an ambulance arrived at the scene and took Farooq to hospital for treatment. Eamon remained at the

scene to await the arrival of the police so that he could provide a statement.

As Patrick travelled down Torry Road, the gravity of his actions began to dawn on him. He considered his options. Patrick parked his car in a layby and reflected on the dashboard camera he had seen in Farooq's car. It would definitely be in his interests to get rid of the camera and any footage. Patrick assumed that Farooq's car would by now have been taken away. He decided it would be worth returning to the scene of the accident just in case. When he got there he was in luck as Farooq's car was still at the side of the road. Not only that, but the door of Farooq's car was not locked. Patrick carefully opened the door, removed the dashboard camera without causing any damage to the car or camera. He ran back to his car and drove back down Torry Road. Unfortunately for Patrick, Eamon Malloy was still waiting for the Police to arrive. He had settled himself under a large chestnut tree near the road so Patrick did not notice him. Eamon saw Patrick and watched as he took the dashboard camera and drove off. When the police finally arrived a few minutes later, Eamon was able to tell the officers about Patrick's initial and subsequent actions, as well as giving them the registration number on Patrick's car.

When Patrick got well down Torry Road he pulled over and had a look at the dashboard camera he had taken from Farooq's car. The camera had captured most of the attack on Farooq. Patrick decided to delete footage of the attack and get rid of the camera. After deleting the video footage of the incident, Patrick drove for about half an hour until he reached the busy seaside resort of Seapoint. It was busy with people sunbathing and swimming in the sea. Patrick parked his car and approached a group of teenagers to ask if anyone would like to buy a dashcam cheap for a quick sale. He sold the camera to one of the boys in the group for £5. They did not exchange names. As the boy wandered off Patrick felt a wave of relief, the camera was gone for good.

Farooq had been taken to Mountainview Hospital in Ballyhope and was diagnosed with having a fractured cheekbone, broken nose, broken arm, several broken ribs and extensive bruising around the head and chest as a result of the attack by Patrick. The doctor also stitched the cut to Farooq's right hand. The doctor reassured Farooq that this had not been exacerbated by his subsequent beating. Patrick feared the police may be looking for him following the incident. He drove to Seapoint Area Hospital where he was found to have sustained a whiplash injury.

Meanwhile back at the resort site Ian had finished taking all the old asbestos cement sheeting out of the dilapidated warehouse. The sheeting was strewn on the ground outside the warehouse. When Richard came back to the site, Ian asked him for instructions on how best to deal with the sheeting. Ian said he understood asbestos waste had to go to a specific licensed waste facilities. Richard stated that, whilst that might be the case, money was very tight at Glenshesk Builders at present and specialist asbestos waste sites were extremely expensive to use. Richard said, "Trust me, this site is huge, no one will ever know the difference. There's a dip in the ground over there behind where we are going to build the chalets; just pile the old asbestos sheeting up in the dip, cover it with rubble and top soil and then lay some turf over it. It will look like a nice grassy mound behind the huts and we will save a fortune".

Ian was a bit unsettled by his conversation with Richard, but proceeded to do what he

had been told. Ian lifted the old asbestos cement sheeting into the dip in the ground, and covered it with rubble and top soil. There were a few rolls of grass turf in the van which he and Thomas had intended to drop off later that day at another site but instead he used these to cover over the top soil. As Richard had anticipated, his work created an attractive grassy knoll to the north of where the chalets would be constructed. By the time he was finished, Ian realised his hands were beginning to bleed. He had been aware of irritation to his hands during the latter part of the afternoon but now they were really sore. Ian wrapped his hands in cotton handkerchiefs and, as he had finished work for the day, decided to call in at Ballyhope Hospital on the way home. Doctor Eugene Galway examined Ian and was very concerned that Ian's hands were covered in small cuts from handling asbestos sheeting; indeed, tiny shards of asbestos were still in some of the cuts. It took a considerable amount of time for Doctor Galway to remove these shards and to treat and bandage Ian's hands. The doctor also warned Ian about the possibility of future complications because of his contact with the asbestos and told him to stay off work for at least a week.

Meanwhile, during the afternoon, Armando had been conducting interviews for a head gardener for the resort. One of the candidates, Luke Cockroft, was a particularly confident individual, not only had Luke experience in horticulture, he also had an impressive background in finance. Luke had a habit of telling people what they wanted to hear and convinced Armando that he was really passionate about environmental issues. Armando, thinking he had found a fellow eco-warrior, appointed Luke to the position of Head Gardener of the resort, starting from Tuesday 1<sup>st</sup> March 2022. Armando felt the timing for appointment of a Head Gardener was particularly fortuitous given that spring 2022 was approaching.

One of Luke's first major responsibilities was the development of the extensive gardens planned for the area in the south west corner of the site. One of the key decisions was the choice of organic fertiliser. Luke knew that he could simply drive to a local wholesale fertiliser supplier to buy liquid fertiliser and bring it back to the resort whenever he needed it but he much preferred the idea of installing a large fertiliser tank on site from which he could draw off liquid fertiliser as and when he needed it. In addition, Luke knew he could benefit financially if he persuaded Armando to purchase a new tank from his long standing friend Mary Horgan. During one of his numerous coffee breaks, he picked up an environmental magazine one of the other workmen had left in the gardeners' hut. The magazine contained an article by a leading environmental expert, Alan Windmarsh, stating that there were significant environmental risks associated with storing liquid fertiliser in large tanks in horticultural or recreational sites and that, taking into account the cost of purchasing and installing such a tank, it was usually cost effective to obtain fertiliser from wholesale suppliers periodically. Luke found the article interesting but he was a lazy individual who could not be bothered with the additional journeys to the wholesaler and the hassle of having to claim back petrol expenses for using his own vehicle for these trips. Despite his repeated claims to Armando, Luke could not care less about what was best for the environment, especially if the safest course for the environment required additional effort on his part.

Luke had a friend in the agriculture industry, Mary Horgan, who worked for a storage tank company called Tanks R Us Limited and who would be very grateful for some additional business. Luke had persuaded Mary that she would pay him 10%

commission on any purchase his employer made from the company. Mary told Luke that he should inform his employer he would be receiving commission for any purchases.

Luke made sure to dispose of the magazine before Armando had a chance to read it. Luke then typed and printed a completely fictional article purporting to quote a conservation expert as stating that the most cost effective and environmentally friendly way to provide fertiliser for non-domestic gardens was by means of on-site liquid fertiliser tanks. Unknown to Mary, Luke showed this bogus article to Armando, telling him that he had found it on the internet. Luke convinced Armando that he needed to buy and have installed a 50,000 litre liquid fertilizer tank in the south west corner of the site.

Unfortunately, Armando had very little capital immediately available at his disposal. He needed to take out a loan to purchase the fertiliser tank which would cost approximately £15,000. Armando approached Connaught Bank Limited. Armando met with the Ballyhope branch manager, Joseph Friar, on Thursday 28th April 2022 to outline the funding he required. Joseph confirmed that Connaught Bank Limited would be able to provide the unsecured loan requested in the sum of £15,000 on the following terms:

1. That the monies would be used exclusively for the purchase and installation of a 50,000 litre liquid fertiliser tank at the resort site;
2. The loan would be repaid over a period of 60 months, in equal monthly installments at a rate of 5.25% interest per annum, with the first payment due one calendar month following funds being made available; and
3. Failure to adhere to any of the stated conditions would constitute a breach of the terms of this loan agreement.

Armando was happy with the proposed terms for the loan and so completed and signed the necessary paperwork. The money was in his account a week later. Armando was delighted and told Luke the good news.

Given that Luke had a tendency to avoid all extra effort wherever possible, he had been thinking for some time that he would quite like a vehicle other than his old Peugeot van to get around the resort. Luke decided to utilise his confident, silver-tongued skills to persuade Armando that it was critical to obtain a quad bike for gardening duties at the resort.

In light of Armando's actual, and Luke's feigned passion for environmental protection, Luke pitched the suggestion of a fully electric quad bike as being better for the environment; it would also save Luke the extra effort of obtaining petrol as the bike could simply be plugged in to charge in the gardener's hut when it was not being used.

Armando was not completely averse to the idea of purchasing a quad bike, especially as it would be an eco-friendly form of transport. It would look good when guests saw eco-friendly vehicles being used on site. However, Armando pointed out that, just at that time, he did not have the cash to purchase such a vehicle. Luke said, "Listen Armando, we don't need to have a brand new fertiliser tank. They cost about 15 grand brand new, but Mary can do us a second hand one at a knock down price, eight to ten

grand at most, and that would do the job rightly for the fertilizer. That would leave at least five grand over from the loan, which would be more than enough to get a half decent secondhand electric quad too”.

Armando voiced his concern that a secondhand tank might be more likely to malfunction than a brand new tank. However, Luke could sense Armando was weakening. He said, “Trust me Armando, I am an expert, I have been in the gardening and agriculture industry for 20 years, a secondhand fertilizer tank will be totally fine. Honestly, these things are built to last a hundred years!”.

This was the first environmentally-friendly development in which Armando had been involved. He was aware that he lacked knowledge and experience in this area. He completely trusted Luke’s opinion as an experienced gardener. Armando also found the idea of a green, eco-friendly vehicle being driven around the grounds very appealing.

Armando and Luke went to see Mary at Tanks R Us Limited and negotiated the purchase of a second hand, 50,000 litre liquid fertiliser tank for £9,000. Armando did not mention anything about the bank loan to Mary. Mary informed Armando of successful sales she had made to various garden nurseries and local authorities which managed parks. Armando was very impressed by her obvious knowledge and expertise. Armando spotted some rust at one of the corners of the tank Mary proposed to sell to him. Mary was very clear with Armando that she was selling the tank “as seen” and made no attempt to hide the rust. Luke told him that the rust was only superficial and that the tank would be sound for years if he coated the corner with a coat of metal paint. Persuaded by Luke’s reassurance and delighted with the money he had saved, Armando bought the tank. True to her word, Mary sent Luke the commission the following day.

Buoyed up with the success of the purchase of the fertiliser tank, Armando proceeded to purchase a second hand electric quad bike from a company called Enviro Rider Quad Bikes Ltd with the remaining £6,000. At the showroom Armando noticed some wear and tear on the quad. He was informed by the salesman, Darren Hutchinson, that the quad bike was secondhand, not as reliable as a brand new machine and was being bought as seen. The ever-confident Luke told Armando that the bike was fine and that he could take care of any little “glitches” to make the quad as good as new.

The spring season provided plenty of good weather and the gardens in the south west corner of the site were coming on well, despite Luke’s feckless nature. Luke had bought a large quantity of plants for the garden area and made sure that Liam Perry, one of the other gardeners employed by Armando planted these in a naturalistic manner. Luke had the idea of creating a small bog area which he would plant with wild plants to add to the natural “feel” of the area. Having made the gardeners labour to create the bog garden, he then ran into an unforeseen difficulty. Due to post-Brexit restrictions on the import of plants, he was unable to order the specific plants from a reputable supplier in England. Instead, he drove his van to an open wetland area in nearby Dunnbay which had featured in a nature programme he had recently watched. To his delight, the area was thick with the sort of plants he needed. He dug up several bog rosemary plants, spike rushes, and water violets, along with a variety of pretty looking blue plants he could not identify and brought them back to the site. He told

Liam to plant all these around the bog area. When Liam had finished, the bog area looked really lovely although some of the water violets began to droop after a few days.

The liquid fertiliser tank had been installed in close proximity to the garden area, primarily to save Luke the effort getting to and from it when he needed fertiliser for the garden. This meant that the tank was sited near to the site's boundary with Glenshesk Field and with the Glenleck River.

Luke was enjoying driving the electric quad bike around the site. Armando was also happy about the quad bike as it was very clearly marked as an eco-friendly vehicle, which meant people working at and visiting the site would not fail to be reminded of Armando's environmentally-friendly credentials.

As agreed, Luke had painted over the rust on the corner of the fertiliser tank but, within a matter of days, the rust had reappeared and it was rapidly getting worse. Luke kept painting over the rust so that Armando would not notice any problem, but Luke knew that the hidden rust would be eating away at the fabric of the tank.

The thumb accelerator on the quad bike steering handle had also started to stick somewhat in recent days. Luke mentioned the rust and the problem with the quad bike to Liam. Liam suggested that Luke tell Armando about both problems and that Luke should have a mechanic fix the thumb accelerator as its habit of sticking open could lead to a nasty accident. Needless to say, Luke told Liam that the rusty corner would hold as long as he kept painting it and that he would see about getting the quad fixed. However, once he had placated Liam, Luke did not make any effort to have the quad mended.

On Wednesday 20<sup>th</sup> July 2022 Luke spent the morning riding around the site on the quad bike to see how the building works were progressing. This was partly displacement behaviour on Luke's part as he was worried. He had noticed that the rusted corner of the fertiliser tank had finally started to give way. Earlier that morning he had noticed fertiliser dripping out onto the ground beneath the tank. Luke knew it was only a matter of hours before the whole corner would collapse causing the fertiliser to gush out. Luke knew Armando would blame him for this catastrophe and was trying to work out a way of evading responsibility.

Luke noticed that the thumb accelerator on the quad was sticking more than usual. At around 4.00pm as he was riding the quad back towards the garden area, he started to release his thumb off the quad accelerator in order to slow the vehicle and bring it to a stop. The quad did not respond. The accelerator remained stuck at full speed. The quad careered past the gardeners' hut and past Liam. Luke was clinging on to its handlebars. As Luke was speeding along he suddenly realised there might be a silver lining to his predicament. If the quad crashed into the fertiliser tank, the tank would definitely topple over. The rusty corner would disintegrate and there was a chance that the general damage to the tank would disguise this.

Liam had been watching the quad's progress with amazement; he breathed a sigh of relief when he realised that all Luke had to do was to keep the quad on the route on which it was travelling and it would come to a marshy area in front of a small hill on the site which would inevitably cause the vehicle to slow down and stop. Liam was

horrified to see Luke wrench the quad in another direction so that the vehicle ran straight towards and struck the right-hand corner of the fertiliser tank before careering on over the perimeter footpath, through John Westlake's fence and into Glenshesk Field. The tank was so close to this boundary fence that Luke had realised this would be the inevitable result of him aiming at the corner of the tank.

John Westlake was a keen bird watcher. He had spent the afternoon sitting in a hide which was positioned beside the reed bed in his field, from where he could observe the various birds which came to feed. As soon as the quad broke through the fence, Luke saw John emerge from the hide. Luke could have steered the quad away from John but Luke was determined to destroy as much of the evidence as possible. Luke knew that if he steered in a straight line he could drive the quad into the reed bed. This would not only give him a soft landing but it might also be deep enough to submerge most of the quad. Luke hoped that the water flooding the quad would destroy its electrical parts making it difficult to establish the fault with the thumb accelerator. Luke was sure he could then make up a story to account for the quad's erratic behaviour. There was one problem; keeping on in a straight line meant that he was driving straight towards John. "Oh well", Luke thought, "If he moves really fast he might be able to get out of the way; if not, I never liked him anyway!".

Unfortunately for John, he was so shocked by what was happening that he was not able to get out of the way in time. The quad caught him on his right side, spun him round and knocked him off his feet; as he fell he struck his face on a rock and sustained a black eye. The badly dented and scraped quad finally came to a stop in the reed bed, but, unfortunately for Luke, the water in the reed bed only came halfway up its wheels. Luke clambered out into Glenshesk Field. Liam had watched open-mouthed as the scene unfolded.

John managed to get up and watched in disbelief as the 50,000 litre liquid fertiliser tank proceeded to topple over. The rusted corner of the tank completely disintegrated as soon as the tank hit the ground and tens of thousands of litres of raw, undiluted fertiliser gushed out, forming a river of toxic fluid running from the resort site, through the gap which the quad had created when it pushed the fence to one side, and on into the reed bed and into the Glenleck River. After several minutes, a number of dead fish began to float to the surface of the river.

Not surprisingly, John was furious. His side and face really hurt; even worse, the reed bed was terribly damaged and he knew that it will cost time and money to restore it. He ran at Luke, screaming, "I'll kill you, I'll kill you, I really mean it, I am going to kill you!" Luke could see that, at that moment, John really did mean it. He tried to play the victim by pointing out that he was hurt as well but this had no effect on John. Luke was completely petrified. He was too frightened to run. He was aware that he was no match for John in a fight. All Luke could think to do was to turn his back to John, brace himself and hope for the best.

At this point, Armando arrived on the scene. He ran up to the damaged fertiliser tank, looked over and saw his quad in the reed bed on John's land and heard John threatening Luke. Armando stood where he was but added to the general chaos by shouting, "John, what are you doing! Leave Luke alone! Look at my tank! Look at my quad!".

Amazingly, luck was on Luke's side. Liam had realised what was going to happen and ran between John and Luke. Every time John tried to get past him he managed to stay between John and his intended victim, all the time speaking as soothingly as he could to try to calm John down. John started to shout at Liam, "Get out of the way or I'll smack you!" but Liam just kept on trying to calm him down. When Luke realised that John had not yet reached him, he fled back into the grounds of the resort site to the gardeners' hut where he pulled the door shut behind him. Luke was so anxious that he tripped over his own feet as he entered the hut, he fell heavily but fortunately suffered only a few bruises to his arm and side.

By this time the heat had gone out of John's initial fury; he broke down in tears as Liam put his arm around him and finally got him to sit down on a convenient rock. One of the other gardeners, Malcom Brush, had already contacted the police. By the time Constable Trevor Hughes arrived at the scene Luke was still holed up in the hut. When Luke realised that there was a police officer in the garden he risked coming out of the hut. As soon as John saw Luke, all his anger was rekindled and he ran towards Luke. At this point Constable Hughes stepped through the gap in the fence and stopped in John's way saying, "Hold it right there". John shouted, "This has nothing to do with you copper!" before shoving Constable Hughes with both hands causing him to fall to the ground. Thankfully Constable Hughes had no injuries. Constable Hughes managed to get back on his feet and restrained John just in time before he managed to get to the resort site and reach Luke.

Liam and the other staff gave their statements to Constable Hughes. By this time John had been put into the back of the police car. Luke was standing beside Liam and the police officer. Liam said, "You went straight for the tank Luke! You went out of your way to hit the tank! What on earth were you doing?".

By now Luke had completely run out of bravado. He was scared, he was sore and he was actually ashamed of himself. He said, "I had to get rid of the evidence Liam. You know what Armando would say if he knew about the rust. I just panicked and thought I could cover my tracks".

"But you didn't have to drive straight at John, Luke!" Liam exclaimed.

"Armando was going to be so mad about the accelerator Liam", Luke replied, "I thought I could drown that evidence too – and John was in my way – he should have got out of my way!".

Another police car arrived and Luke got into the back of that car. Liam then explained to Constable Hughes all that he had seen and what he knew about the rusty tank and the faulty accelerator. Once he had heard Liam's explanation, the conversation between Luke and Liam made sense to the officer.

John and Luke were both arrested and taken into custody. While Luke was in the police station he was also questioned about video footage taken from a CCTV camera which had been sited on the perimeter of the wetland area Luke had visited earlier that day. Police had received the footage from Basil Forson, a nature ranger employed to look after the area who had asked them to try to identify the person shown digging up the plants. The footage was clear it was unmistakably Luke.



Liam explained the events leading to the incident to Armando.

Armando subsequently went online to try to find the website on which Luke had said he had found the article about the environmental credentials of using a storage tank for liquid fertiliser. Needless to say, after several hours Armando realised no such website existed. When he checked the firm's laptop which Luke had used, he discovered Luke's drafts of the fictitious article and realised that Luke had fabricated the entire document. Armando called the Ballyhope PSNI station to inform the police about Luke's actions to persuade him to buy the tank. The police were very thorough in their investigation of this allegation but unfortunately for Armando, this included checking how the purchase of the items that had been financed by Connaught Bank Ltd. This resulted in Joseph Friar being contacted and subsequently discovering that Armando had not used the loan exclusively for the purchase of a fertiliser tank.

By January 2023 whilst Richard Sykes and his men had made substantial progress in the construction of the main hotel building, the indoor spa and the chalet huts, there was still a significant amount of work to be finished on each of these. The work had not yet started on the access lane from Drumavolek Road, through Margaret McShane's land, to the resort site and had not yet begun on the riverside jacuzzis. Richard was concerned that it was now a full twelve months since work had started on the project and he now had less than six months to finish the job.

Armando had been very specific about the requirements for the access lane and the lighting.

Glenshesk Builders did not have any experience in creating highways. As Armando had such exacting requirements for the access lane, Richard thought it would be a good idea to engage a sub-contractor that specialised in highway construction to deal with this aspect of the project.

On Monday 23<sup>rd</sup> January 2023, Richard had a meeting with Alex Dodds, the managing director of Tidy Tarmac Ltd, which was described on its website as, "A leading civil engineering company, specialising in the construction of roads and the provision of all materials and items relating to road construction. Tidy Tarmac Ltd prides itself on its commitment to sustainable, eco-friendly construction methods". Richard thought this company would be perfect given Armando's environmental demands. What Richard did not know was that, despite marketing the company as a sustainable contractor, Alex did not have particularly exacting standards in relation to contract materials, sustainability or environmental issues.

Richard explained the tight time constraints and Alex assured him this would not pose a problem.

Richard stated to Alex that he would like to engage Tidy Tarmac Ltd to carry out the necessary work on the following terms:

1. To construct the access lane to the site;
2. The access lane would be installed to the same high standard as that used for a public highway;
3. The lighting on the access lane would only consist of electric-powered, Victorian

- style street lamps;
4. The street lamps would use LED light bulbs; and
  5. All works would be completed and fully operational by midnight on 30<sup>th</sup> June 2023.

Alex was more than happy with the proposed terms, so he completed the paperwork with Richard immediately.

Alex asked Tim Armstrong, one of Tidy Tarmac's long-serving employees to help him with the access lane construction. Work began on Wednesday 1<sup>st</sup> February 2023. The construction of the access lane was going to take at least four months. The project was also going to involve Alex and Tim spending a significant amount of time on Margaret McShane's land while they were working on the access lane. They were aware that Margaret had already sold the strip of land to Armando over which the access lane would run, but they thought it would be best to go and see her as the work would require them to move equipment and machinery around her field.

The following day, Alex and Tim called at Margaret's house to discuss the upcoming work on the access lane. Alex had heard that Margaret had a large dog, however, as they approached the house, Alex was taken aback by what he saw. There was a fenced yard at the side of the house containing a very large kennel. Above the kennel was a nameplate with the name "Frank" printed on it.

Alex had grown up around dogs and he knew people who bred fighting dogs. Frank was approximately 100cm in height, 100 kilograms in weight, had a short coat, a very large block shaped head, square jaw and thick, muscular neck and shoulders. Alex knew a Japanese Tosa when he saw one; there was no doubt about it.

When Margaret came to the door Alex explained the nature of their business and that they would be in the vicinity most weekdays for the next few months. He explained there would be quite a bit of noisy construction work going on, but this would take place only during daylight hours. Alex further explained that they would try to keep any disturbance to a minimum. Alex asked Margaret if she would allow him and Tim to move heavy machinery and construction materials around Margaret's field and occasionally to store items in her field when they are needed for the various sections of the access lane.

Margaret explained that she had met with, 'That lovely man, Armando who was so passionate about the environment', and had no problem with the work taking place and items being moved around and stored on her land; however she warned the men, "As long as you don't upset Frank with your noise and movement of equipment. You wouldn't like my dog when he is angry". Margaret laughed and continued, "Frank is the most wonderful, friendly dog you could ever hope to meet. Do you want to come through to his yard and say hello?".

Tim was not familiar with dogs but not wanting to be rude he immediately accepted Margaret's invitation to meet Frank. Alex on the other hand was not going to go anywhere near that dog. Alex grabbed Tim by the arm, "Hold your horses Tim, we need to go and get that cement from C&R DIY Store. Thank you very much for the offer to meet the dog Ms McShane and for your kind permission in relation to the equipment and materials, but unfortunately we have to get on; maybe we could meet

the dog another time”.

Margaret said, “Suit yourselves lads, Frank is always here if you want to say hello. I’m always looking for dog walkers too, so don’t be shy if you are able to take the dog for a run down to Glenleck River”.

On the way back from Margaret’s, Alex warned Tim that Frank was a breed of dog which was very dangerous.

Alex and Tim made a start on the access lane and for the first month work progressed well. However, by April, things started to get a bit more complicated. Alex had agreed a flat fee for the work with Richard. However, due to inflation, the associated increasing costs of construction materials and some unexpected expenses and delays, money was starting to run short. Alex had managed to source Victorian style street lamps; however, Alex was shocked to discover how much it would cost to fit these lamps with appropriate LED bulbs. The bulbs would make the lamps prohibitively expensive.

Alex spoke to the owner Eimear Kane, of C&R DIY Store when he called in to collect some supplies. Eimear told him that standard, non-LED bulbs of the kind he was considering were not appropriate for the particular lamps he had purchased and fitting anything other than the correct LED bulbs could lead to faults or even to the bulbs exploding.

The street lamps had a frosted glass covering. Alex thought to himself, “How would they ever know? If I put standard light bulbs in the lamps, I would still be within budget instead of operating this project at a loss. The ordinary bulbs may be completely fine. Anyway, no-one is ever going to be climbing up those street lamps to check what type of bulb is in them and no-one would be able to see the bulbs anyway because of the frosted glass. Bulbs in street lamps usually last for years so when the time came for bulbs to be replaced, this job would be a distant memory and the LED bulbs will probably be much cheaper then”. His mind was made up. A few days later, Alex called back at C&R DIY Store and bought the ordinary bulbs from another member of staff. Alex fitted the bulbs in the Victorian style street lamps and covered them with the frosted glass coverings.

The work on the access lane took longer than expected but it was still anticipated it would be completed by the afternoon of Friday 30<sup>th</sup> June 2023. Alex called Richard on 21<sup>st</sup> May 2023 stating “Richard, we are going to be done with the access lane and fully operational by the afternoon of Friday 30<sup>th</sup> June 2023 at the latest. How about we have a celebration with Armando on the evening of Friday 30<sup>th</sup> June, I will make sure the access lane is ready and we can pop a bottle of bubbly at sunset when the Victorian street lamps come on?”.

Richard was having problems of his own but he thanked Alex for the update, saying that he thought the celebration event on Friday 30<sup>th</sup> June was a great idea and that he would put it in the diary. Richard then spoke to Armando on 24<sup>th</sup> May to update him on progress.

Richard explained the access lane would be complete and ready by Friday 30<sup>th</sup> June and the Victorian street lamps would come on automatically at 9.00pm. Richard

confirmed all aspects of the project would be fully operational by that evening as required. Richard suggested that they thought it might be appropriate to have a celebration on that Friday evening to include: all construction site employees, subcontractors, Armando and any friends, neighbours or acquaintances he might like to invite. They could all gather at the entrance gates to the resort with some bubbly and toast to a job well done as the Victorian lighting was illuminated for the first time. Armando thought this was a wonderful idea and agreed to arrange canapes and champagne for the evening.

Armando thought this completion celebration would be a good opportunity to entertain the members of the COP sub-committee who would be inspecting the site the following day; he knew that they were booked into a local hotel for the evening of the 30<sup>th</sup> June.

Armando proceeded to have hand-crafted invitations to the champagne and canape celebration printed and sent to all of the COP sub-committee members as well as his neighbours surrounding the resort site – Patrick, Margaret, Arlene, Farooq and John.

Construction of the main buildings at the resort continued on schedule throughout early June. However, Richard was still having problems in relation to the riverside jacuzzis. High quality outdoor leisure facilities of the kind Armando wanted normally took 8 to 10 weeks to construct. They were now into June, and had still not been able to start construction of the jacuzzis due to logistics issues. Richard was very aware that the end of June was looming.

The base of the jacuzzis should be secured in place using concrete that consists of a unique type of cement known as Aquatough, which makes the mixture sturdy enough to hold large structures like jacuzzis in place, but also porous enough to deal with the inevitable high levels of moisture run off from their regular use. However, Aquatough can only be imported from the United States. It would not be possible to have it delivered in time to prepare the concrete and complete the jacuzzis by 30<sup>th</sup> June 2023.

Richard knew he could make concrete with standard cement. This would be porous enough to deal with the high levels of moisture. However, the resulting concrete would definitely not be sturdy enough to hold the jacuzzis in place for any length of time. Richard reasoned that, if he got the jacuzzis up and in place in time for the operational date of 30<sup>th</sup> June 2023, he would have appeared to have met his contractual obligation and would get paid for the work. Richard would be able to get Aquatough from the States by mid-July, at which time he could tell Armando that he had second thoughts about some of the materials used for the jacuzzis, that he needed to do some touch up work to them which he would do free of charge.

Richard had the supplier, Dawson Delivery Ltd, deliver standard cement to the site. Richard told Thomas and Ian to use this cement for the jacuzzis. They had no reason to question this instruction. Thomas and Ian worked hard and the jacuzzis were completed by 20<sup>th</sup> June 2023.

On the morning of Friday 30<sup>th</sup> June 2023, all work on the access lane to the resort had been completed so Alex gave Tim the day off. Tim had been thinking about Frank at Margaret's house, the dog which he had never had the chance to meet properly. Tim remembered that Margaret had said that she was always on the lookout for dog

walkers who would take the dog for a walk down to the river. Tim decided that taking Frank out could be a good way to make use of his free afternoon.

In the early afternoon of 30<sup>th</sup> June Tim called at Margaret's and she was delighted someone was willing to walk the dog, especially as it was so big and strong. Margaret put on Frank's muzzle and lead, and sent Tim on his way saying, "Remember to keep to this field and the resort site, don't take off Frank's muzzle or lead!".

It was a bright, sunny day. Tim walked the dog over the resort site and around the perimeter footpath, letting the dog swim in the river and playing 'fetch' with it in Margaret's field.

From around 8.00pm people had started to gather at the front entrance to the resort site. Armando was there along with Richard, Thomas and Ian from Glenshesk Builders, Alex from Tidy Tarmac Ltd, Liam from the resort gardening team, Jane Eastwood, all six members of the COP sub-committee and two neighbours of the resort site, Margaret and Arlene. John, Patrick and Farooq had all declined Armando's invitation.

Everyone was enjoying the lavish hospitality which was being served at tables near the resort entrance. Jane had called in at the site several times over the preceding months and had watched its development with interest; she was now delighted to see how well it had turned out. Armando was playing the part of a consummate host; there were caviar canapes, more champagne than anyone could drink and the resort looked outstanding. The COP sub-committee members were very impressed.

By 8:30pm Tim was getting a bit bored playing fetch with Frank in Margaret's field. He remembered Margaret had said to stick to her field and the resort site, but the dog was so much fun, he thought, "What harm could it do to bring Frank out on to Drumavolek Road so he can watch the big light switch on at the resort?" Tim brought Frank out on to Drumavolek Road to see the lights when they came on. Tim had let Frank off the lead and removed the muzzle in Margaret's field so that they could play fetch. Tim did not bother to put either the lead or muzzle back on Frank when they went onto the road; he had been a good dog all afternoon and Tim thought Frank would be fine.

While Tim was walking Frank out onto Drumavolek Road, Armando and his guests, including the six COP sub-committee members, were gathered at the front entrance of the resort awaiting the Victorian lights' first illumination. At this point, Frank suddenly appeared on the pavement outside the gates on Drumavolek Road. The dog's owner, Margaret, had not yet spotted Frank as she had her back to the entrance and was enjoying the hospitality. Given the intimidating size, appearance and demeanor of the Frank, neither Armando nor any of the guests were prepared to approach the dog or move it on.

Alex shouted, "That dog is dangerous!" Frank proceeded to growl and bark. Arlene had always been afraid of Frank and immediately screamed at Margaret, "That dog! I've told you about it before. It's dangerous and a menace to society. I don't even think that dog is legal!". Just as Arlene was screaming at Margaret, Frank was getting over-excited at all the shouting and proceeded to attack Arlene by biting her on the left ankle. Arlene managed to get her ankle free and shouted, "That's it, I have had it with

you and that dog!". Armando had placed lit glass oil lamps on the various tables from which the canapes and drinks had been served. Arlene picked up one of these lamps and hurled it right at Margaret's gypsy-style wooden caravan which was positioned very near the boundary with the resort site. The lamp smashed against the roof of the caravan and burning oil spilled all over it, immediately catching fire. In minutes, the caravan was damaged beyond repair.

Margaret was furious. She marched over to where Arlene was standing and, without warning, slapped her on the cheek. This shocked both women. Arlene rushed off to her house to check her face; fortunately the slap had not left a mark. Margaret grabbed Frank and stalked off back to her house. Meanwhile, Liam remembered that there was a fire extinguisher in the back of the old works van which he had parked near the entrance to the site. Liam rushed to the van, pulled out the extinguisher and quenched the flames around the caravan.

It was now 8:59pm. Despite all of the drama with Margaret, Arlene and the dog, Armando was trying to keep a brave face and led the group in a 10 second countdown to 9:00pm. As the countdown reached zero, Armando and the members of the COP sub-committee looked on in horror as each of the bulbs in the Victorian lights lining the access lane initially illuminated and then almost immediately exploded, shattering the frosted glass covers on the lights and sending broken glass across the access lane. Armando picked one of the broken bulb casings off the ground, it was obvious they were not LED bulbs.

As Armando and his guests were processing the shock of the broken lights the skies opened and a huge thunderstorm started. The group hurried down the access lane towards the resort buildings seeking shelter from the torrential rain. As they reached the end of the access lane there was still enough natural light for them to watch as the unusually heavy rain destabilised the grassy mound behind the chalet huts. As the mound began to move, asbestos sheets began to pop up through the soil and grass. One of the COP sub-committee members, George Alwoodley, worked in the construction industry and immediately said, "I know asbestos cement sheeting when I see it Armando, I thought this was supposed to be an eco-friendly resort".

Sadly for Armando, the timing of this incident was particularly unfortunate. No sooner had Mr Alwoodley identified the asbestos, than the concrete to which the jacuzzis had been attached began to disintegrate. Slowly, each jacuzzi toppled over, rolled, and fell into the nearby empty swimming pool. Fortunately, the jacuzzis had not been filled yet, but they were very badly damaged. George Alwoodley began poking at the concrete which had been supporting the jacuzzis. "I'll tell you something else Armando!" he declared, "That's not the right concrete for this type of job! You should have used special cement in the concrete mix but I can tell that this stuff just has standard cement in it. I don't think much of your building standards".

As George finished speaking, two police officers on mobile patrol arrived. They had been alerted by a passerby who had seen Frank bite Arlene and the subsequent altercation between the two women. One of the officers, Constable Damien Kelly, took statements from witnesses while the other, Constable Helen Arthurs went to look at Frank. The following day, the officers returned to seize Frank so that he could be examined by a vet, who later confirmed that Frank was indeed a Japanese Tosa.

By this stage Ian had decided he had had enough. He feared that Richard would try to put the blame on him in relation to the asbestos. He had also been reading up on the implications of handling asbestos and he was increasingly frightened about his future health. He slipped off to his car and drove to the PSNI station in Ballyhope where he made a full statement as to the instructions he had received from Richard in relation to the dismantling of the old warehouse.

The 1<sup>st</sup> July 2023 was the date by which the resort needed to be fully operational and ready for its inspection by the COP sub-committee. As Armando surveyed the ruined jacuzzis and the half-visible asbestos sheets, he knew this was just not going to happen. Armando's environmental credentials, the environmental credentials of the resort and Armando's prospects of securing the right to host the 2023 COP 28 satellite environmental conference had all faded as rapidly as the setting sun on that warm, June evening, down by the Glenleck River.

## **SECTION A INSTRUCTIONS**

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

There are 25 correct statements; the rest are incorrect.

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

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

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



## **SECTION B INSTRUCTIONS**

In addition to the narrative, you have been provided with extracts from various statutes (the “statutory provisions”) set out on pages 26 to 37 and a series of statements which appear in the Section B answer booklet. These statements purport to set out offences with which various individuals might be prosecuted under the statutory provisions arising out of the events described in the narrative.

There are 25 correct statements; the rest are incorrect.

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

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

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

## **The Control of Asbestos Regulations (Northern Ireland) 2012**

The Department of Enterprise, Trade and Investment... makes the following Regulations in exercise of the powers conferred by... the Health and Safety at Work (Northern Ireland) Order 1978 (“the 1978 Order”)...

### **Regulation 2 – Interpretation**

(1) In these Regulations –

...

“personal protective equipment” means all equipment (including clothing) which is intended to be worn or held by a person at work and which protects that person against one or more risks to that person's health, and any addition or accessory designed to meet that objective...

(2) A reference to work with asbestos in these Regulations shall include—

- (a) work which consists of the removal, repair or disturbance of asbestos or materials containing asbestos;
- (b) work which is ancillary to such work...

### **Regulation 14 – Provision and cleaning of protective clothing**

(1) Every employer shall provide adequate and suitable protective clothing for any employee employed by that employer who is exposed or is liable to be exposed to asbestos...

### **Regulation 24 – Storage, distribution and labelling of raw asbestos and asbestos waste**

(1) Every employer who undertakes work with asbestos shall ensure that raw asbestos or waste which contains asbestos is not—

- (a) stored;
- (b) received into or despatched from any place of work; or
- (c) distributed within any place of work, except in a totally enclosed distribution system,

unless it is in a sealed receptacle or where more appropriate, sealed wrapping, clearly marked in accordance with paragraphs (2) and (3) showing that it contains asbestos.

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

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

- (1) A person who without lawful excuse destroys or damages any property belonging to another intending to destroy or damage any such property or being reckless as to whether any such property would be destroyed or damaged shall be guilty of an offence.
- (2) A person who without lawful excuse destroys or damages any property, whether belonging to himself or another –
  - (a) intending to destroy or damage any property or being reckless as to whether any property would be destroyed or damaged; and
  - (b) intending by the destruction or damage to endanger the life of another or being reckless as to whether the life of another would be thereby endangered;shall be guilty of an offence.
- (3) An offence committed under this Article by destroying or damaging property by fire shall be charged as arson.

### **Article 4 – Threats to destroy or damage property**

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

- (a) to destroy or damage any property belonging to that other or a third person; or
  - (b) to destroy or damage his own property in a way which he knows is likely to endanger the life of that other or a third person;
- shall be guilty of an offence.

## **The Dogs (Northern Ireland) Order 1983**

### **Article 2 – Interpretation**

(3) Subject to paragraphs (4) to (6), a person is the keeper of a dog if—

(a) he owns the dog or has it in his possession;...

(6) A person shall not be treated as the keeper of a dog by virtue of his possession of it if he proves that his possession of it is transitory and that some other person has habitual possession of it.

### **Article 25A – Dogs bred for fighting**

(1) This Article applies to—

(a) any dog of the type known as the pit bull terrier;

(b) any dog of the type known as the Japanese tosa...

(2) No person shall—

...

(d) cause or permit such a dog of which he is the keeper or of which he is for the time being in charge to be in a public place unless the dog is muzzled and kept on a lead...

(7) Any person who contravenes this Article shall be guilty of an offence...

### **Article 29 – Attacks on persons**

(2) If a dog attacks any person, then—

(a) the keeper of the dog; and

(b) if it is in the charge of a person other than its keeper, that person, is guilty of an offence ... under this paragraph.

## **Fraud Act 2006**

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

(1) A person is in breach of this section if he –

- (a) dishonestly makes a false representation, and
- (b) intends, by making the representation –
  - (i) to make a gain for himself or another, or
  - (ii) to cause loss to another or to expose another to a risk of loss.

(2) A representation is false if -

- (a) it is untrue or misleading, and
- (b) the person making it knows that it is, or might be, untrue or misleading.

(3) “Representation” means any representation as to fact or law, including a representation as to the state of mind of –

- (a) the person making the representation, or
- (b) any other person.

(4) A representation may be express or implied.

### **Section 4 – Fraud by abuse of position**

(1) A person is in breach of this section if he—

- (a) occupies a position in which he is expected to safeguard, or not to act against, the financial interests of another person,
- (b) dishonestly abuses that position, and
- (c) intends, by means of the abuse of that position -
  - (i) to make a gain for himself or another, or
  - (ii) to cause loss to another or to expose another to a risk of loss.

(2) A person may be regarded as having abused his position even though his conduct consisted of an omission rather than an act.

### **Section 11 – Obtaining services dishonestly**

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

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

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

- (a) they are made available on the basis that payment has been, is being or will be made for or in respect of them,
- (b) he obtains them without any payment having been made for or in respect of them or without payment having been made in full, and
- (c) when he obtains them, he knows—
  - (i) that they are being made available on the basis described in paragraph (a), or
  - (ii) that they might be, but intends that payment will not be made, or will not be made in full.

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

### **Article 31**

(1) Any person who –

...

- (c) contravenes any health and safety regulations or any requirement or prohibition imposed under any such regulations (including any requirement or prohibition to which he is subject by virtue of the terms of or any condition or restriction attached to any licence, approval, exemption or other authority issued, given or granted under the regulations)...

shall be guilty of an offence.

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

### **Section 16 – Threats to kill**

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

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

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

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

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

### **Section 47 – Assault occasioning bodily harm**

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

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

### **Section 66 – Assaults on, and obstruction of, Constables, etc**

(1) Any person who assaults... a Constable in the execution of his duty... shall be guilty of an offence.

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

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

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

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

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

### **Article 175 – Duties on occurrence of an accident caused by presence of a mechanically propelled vehicle**

- (1) If in any case, owing to the presence on a road or other public place of a mechanically propelled vehicle, an accident occurs whereby —
- (a) injury is caused to any person other than the driver of that vehicle; or
  - (b) injury is caused to any animal other than an animal in or on that vehicle or owned by the driver of that vehicle; or
  - (c) damage is caused to any property other than that vehicle or property in or on that vehicle or property of the driver or owner of that vehicle, the following provisions of this paragraph shall have effect —
    - (i) the driver of the vehicle shall, if the vehicle is not stationary after the occurrence of the accident, stop the vehicle,
    - (ii) the driver of the vehicle shall keep the vehicle stationary at or near the place where the accident occurred for such period as is reasonable in all the circumstances having regard to the provisions of sub-paragraph (iii),
    - (iii) the driver of the vehicle shall give to any Constable on demand and to any other person who on reasonable grounds requires him to do so, his name and address, the name and address of the owner of the vehicle and the identification mark or number of the vehicle,
    - (iv) the driver of the vehicle shall if for any reason he does not give the particulars mentioned in sub-paragraph (iii) or (whether or not those particulars are given) the accident has directly or indirectly resulted in injury to any other person, forthwith report the accident and give those particulars and, where the vehicle is a motor vehicle, produce his certificate (within the meaning of Article 97(4)) at a police station or to a member of the Royal Ulster Constabulary (*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.



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

### **Article 10 – Dangerous driving**

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

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

- (1) For the purposes of Articles 9 and 10 a person is to be regarded as driving dangerously if (and, subject to paragraph (2), only if) –
  - (a) the way he drives falls far below what would be expected of a competent and careful driver; and
  - (b) it would be obvious to a competent and careful driver that driving in that way would be dangerous.
- (2) A person is also to be regarded as driving dangerously for the purposes of Articles 9 and 10 if it would be obvious to a competent and careful driver that driving the vehicle in its current state would be dangerous.
- (3) In paragraphs (1) and (2) “dangerous” refers to danger either of injury to any person or of serious damage to property; and in determining for the purposes of those paragraphs what would be expected of, or obvious to, a competent and careful driver in a particular case, regard shall be had not only to the circumstances of which he could be expected to be aware but also to any circumstances shown to have been within the knowledge of the accused.
- (4) In determining for the purposes of paragraph (2) the state of a vehicle, regard may be had to anything attached to or carried on or in it and to the manner in which it is attached or carried.

### **Article 12 – Careless, and inconsiderate, driving**

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

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

- (1) This Article has effect for the purposes of Articles 11A, 12 and 14.
- (2) A person is to be regarded as driving without due care and attention if (and only if) the way he drives falls below what would be expected of a competent and careful driver.
- (3) In determining for the purposes of paragraph (2) what would be expected of a careful and competent driver in a particular case, regard shall be had not only to the circumstances of which he could be expected to be aware but also to any circumstances shown to have been within the knowledge of the accused.

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

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

A person who contravenes a construction and use requirement –

...

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

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

#### Section 1 – Basic definition of theft

- (1) A person is guilty of theft if he dishonestly appropriates property belonging to another with the intention of permanently depriving the other of it; and “thief” and “steal” shall be construed accordingly.
- (2) It is immaterial whether the appropriation is made with a view to gain, or is made for the thief’s own benefit.

#### Section 8 – Robbery

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

#### Section 9 – Burglary

- (1) A person is guilty of burglary if –
- (a) he enters any building or part of a building as a trespasser and with intent to commit any such offence as is mentioned in subsection (2); or
  - (b) having entered any building or part of a building as a trespasser, he steals or attempts to steal anything in the building or that part of it, or inflicts or attempts to inflict on any person therein any grievous bodily harm.
- (2) The offences referred to in subsection (1)(a) are offences of stealing anything in the building or part of a building in question, of inflicting on any person therein any grievous bodily harm or raping any person therein and of doing unlawful damage to the building or anything therein.

## The Waste and Contaminated Land (Northern Ireland) Order 1997

### Article 2 – General interpretation

“controlled waste”... means household, industrial and commercial waste or any such waste...

“disposal”, in relation to waste, includes its disposal by way of deposit in or on land...

“waste” means any substance or object in the categories set out in Schedule 1 which the holder discards or intends or is required to discard

### Article 4 – The Waste and Contaminated Land (Northern Ireland) Order 1997

(1) ... a person shall not -

- (a) deposit controlled waste, or knowingly cause or knowingly permit controlled waste to be deposited in or on any land unless a waste management licence authorising the deposit is in force and the deposit is in accordance with the licence;
- (b) treat, keep or dispose of controlled waste, or knowingly cause or knowingly permit controlled waste to be treated, kept or disposed of –
  - (i) in or on any land, or
  - (ii) by means of any mobile plant, except under and in accordance with a waste management licence;
- (c) treat, keep or dispose of controlled waste in a manner likely to cause pollution of the environment or harm to human health...

(6) A person who contravenes paragraph (1) or any condition of a waste management licence shall be guilty of an offence.

### Schedule 1

#### CATEGORIES OF WASTE

...

13. Any materials, substances or products whose use has been banned by law.

14. Products for which the holder has no further use (e.g. agricultural, household, office, commercial and shop discards, etc.).

15. Contaminated materials, substances or products resulting from remedial action with respect to land.

16. Any materials, substances or products which are not contained in the above categories.

## **The Water (Northern Ireland) Order 1999**

### **Article 2 – Interpretation**

“waterway” includes any river, stream, watercourse, inland water (whether natural or artificial) or tidal waters and any channel or passage of whatever kind (whether natural or artificial) through which water flows

### **Article 7 – Pollution, etc., of water**

(1) ... a person commits an offence if, whether knowingly or otherwise —

- (a) he discharges or deposits any poisonous, noxious or polluting matter so that it enters a waterway or water contained in any underground strata

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

### **Article 14 – Protection of wild plants**

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

- (a) intentionally or recklessly picks, removes, uproots or destroys any wild plant included in Part I of Schedule 8 or any seed or spore attached to any such wild plant; or
- (b) not being an authorised person, intentionally or recklessly uproots or destroys any wild plant not included in that Part of that Schedule, he shall be guilty of an offence.

(2) Subject to the provisions of this Part, if any person—

- (a) sells, offers or exposes for sale, or has in his possession or transports or causes to be transported for the purpose of sale at any premises, any live or dead wild plant included in Part I or Part II of Schedule 8, or any part of, or anything derived from, such a plant; or
- (b) publishes or causes to be published any advertisement likely to be understood as conveying that he buys or sells, or intends to buy or sell, any of those things, he shall be guilty of an offence.

## **SCHEDULE 8**

### **PLANTS WHICH ARE PROTECTED**

#### **PART I**

#### **PLANTS WHICH ARE PROTECTED UNDER ARTICLE 14(1)(a) AND (2)**

*Common name*

Avens, Mountain

...

Broomrape, Ivy  
Buckthorn, Alder  
Bugle, Pyramidal  
...  
Campion, Moss  
Cat's-ear, Smooth  
Centauray, Seaside  
Cloudberry  
...  
Cowslip  
...  
Cranesbill, Wood  
Cress, Shepherd's  
Crowfoot, Water  
...  
Fern, Oak  
...  
Globe-flower  
Grass, Blue-eyed  
...  
Heath, Cornish  
Helleborine, Green-flowered  
...  
Moschatel, or Town Hall Clock  
Mudwort  
...  
Orchid, Bog  
Orchid, Green-winged  
...  
Oyster-plant  
...  
Rosemary, Bog  
Saw-wort, Mountain  
...  
Sedge, Broad-leaved Mud  
Sedge, Few-flowered  
...  
Violet, Fen  
Violet, Water  
...  
Wintergreen, Serrated

## **SECTION C INSTRUCTIONS**

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

There are 25 correct statements; the rest are incorrect.

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

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

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

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

N.B. For your information, for a septic tank to operate properly it requires that cleansed water can run off from the tank once the waste products within it have been treated.

The most commonly encountered way of doing this is through a pipe with a series of smaller pipes running from it in a herringbone pattern.

Each of these pipes allows a little of the cleansed water to seep out into the ground in which the pipes are buried.

These pipes are sometimes referred to as "effluent pipes" and this herringbone system of pipes is also known as a "soakaway".