

CITATION: *Police v Large* [2011] NTMC 017

PARTIES: POLICE

v

REBECCA LARGE

TITLE OF COURT: Court of Summary Jurisdiction

JURISDICTION: Summary Jurisdiction

FILE NO(s): 20923066

DELIVERED ON: 1 June 2011

DELIVERED AT: Darwin

HEARING DATE(s): 22 September 2010, 13 October 2010, 16 November 2010, 17 November 2010, 28 February 2011, 1 March 2011, 2 March 2011, 14 March 2011 & 9 May 2011

JUDGMENT OF: Hilary Hannam CM

CATCHWORDS:

REPRESENTATION:

Counsel:

Plaintiff: Mr Dalrymple
Defendant: Ms McMaster

Solicitors:

Plaintiff: Police Prosecutions
Defendant: Georgia McMaster Barristers

Judgment category classification: B

Judgment ID number: [2011] NTMC 017

Number of paragraphs: 56

IN THE COURT OF SUMMARY JURISDICTION
AT DARWIN IN THE NORTHERN
TERRITORY OF AUSTRALIA

No. 20923066

BETWEEN:

POLICE
Plaintiff

AND:

REBECCA LARGE
Defendant

REASONS FOR JUDGMENT

(Delivered 1 June 2011)

Ms Hilary Hannam CM:

1. Rebecca Large is a barmaid. Until she was dismissed from her employment in March 2009, she worked at the Hidden Valley Tavern in Darwin. Barmaids at the Tavern also sell Keno tickets so that the patrons at the bar may bet on the Keno game operated by the Sky City Casino. Barmaids are not permitted by their employers to place bets themselves at any time while they are on duty. They are also not allowed to place credit bets under any circumstances. Credit betting on Keno means placing a bet on a game of Keno without paying for it until the outcome of the game is known. This case concerns heads, tails or evens Keno bets placed at the Tavern terminal between 3.12pm and 3.38pm on Friday, 20 March 2009.
2. On the afternoon of Friday, 20 March 2009, Ms Large was working at the Tavern. Other barmaids were also working that afternoon, including Kiama McDonald. Ms McDonald and Ms Large had previously worked together and depending upon which version of the events is accepted, there was some level of friendship between them. There is no dispute that while the two

women were working together on 20 March 2009 at the relevant time Ms McDonald was engaged in heads, tails or evens credit betting on the Keno game. There is also no dispute that as a result of the credit betting, the company JTR Investments Pty Ltd, which operated the Tavern business, lost \$10,590, as the company was required to transfer that sum to the Sky City Casino, even though it had not been placed in the till at the Tavern when the bets were placed. In other words, Ms McDonald was gambling with the Tavern's money.

3. The prosecutor alleges that this loss was due to the involvement of Ms Large also. He says that the two women acted together in such a way that Ms Large is also legally responsible for the loss, whereas Ms Large says that all of the loss was due to Ms McDonald's actions alone. It is not disputed that if the two women acted together in the manner alleged by prosecution, Ms Large would be legally responsible under s 8 or s 12 of the NT Criminal Code. The issue for the Court to decide is whether the defendant did either agree to jointly place credit bets with Ms McDonald from 3.12pm on the Keno game or did assist Ms McDonald placing the credit bets.
4. The prosecutor also says that even if Ms Large was not involved in all the credit betting that caused the loss between 3.12pm and 3.38pm, she is responsible for the loss from the bets that she personally placed without paying for prior to the outcome of the game being played. The defendant says in relation to these bets that even though she placed them, she has not committed any offence as she had no intention to obtain a benefit by deception as the law requires.
5. Being a prosecution for a criminal offence, in deciding each of these issues, I must be satisfied that the prosecution has proved what it contends beyond reasonable doubt. If I find that it is possible on the evidence I have heard that the defendant did not either agree as prosecution says or assist Ms

McDonald as the prosecution says or that she did not obtain a benefit by deception, then I must find her not guilty.

The Prosecution Case

6. The prosecution evidence that there was an agreement between Ms Large and Ms McDonald that each would benefit from the bets placed by either of them or that Ms Large assisted Ms McDonald in her credit betting falls into three categories.
7. Firstly, the prosecution says that the two women had previously bet on credit at the Tavern 9 days earlier on 11 March and that their behaviour on 20 March was in effect continuing from this earlier agreement. Ms Large says that while she became aware of Ms McDonald's credit betting on that previous occasion and helped Ms McDonald recoup the losses to the Tavern, she herself was not involved in any way in it and did not make any agreement with Ms McDonald about it.
8. Secondly, the prosecution relies on the oral evidence from Ms McDonald that she and the defendant were both involved in the betting together on 20 March and that after the shortfall was discovered, in a conversation in the Tavern's carpark, they agreed that Ms McDonald would take the blame. The defendant simply says that Ms McDonald was involved in credit betting on her own that night, but that once again she did agree to assist Ms McDonald in repaying it.
9. Thirdly, the prosecution says that Ms Large's behaviour on the following day, in a meeting with Mr Townsend, the owner of the Tavern, in agreeing to get money and repay the shortfall, Ms Large showed that she knew she was legally responsible for the shortfall.
10. Finally, the prosecution says that in relation to two of the bets which were part of the series that caused the loss of the day in question, the defendant

herself admits purchasing them and that payment was not made at the time the bets were placed.

11. Before analysing each of these points, I note that the defendant's overall defence is that Ms McDonald had a gambling problem at the relevant time and that the heavy credit betting both on 11 March and 20 March is evidence of it and that whilst she was prepared to assist Ms McDonald in recouping the losses that her heavy gambling caused, she did not agree to be involved herself or to assist Ms McDonald. In saying that this is the defendant's case, I am in no way suggesting that she bears the responsibility of proving it, for at all times that is the responsibility of the prosecution to prove its case beyond reasonable doubt and if I do not find this, the defendant is to be acquitted.

Conduct on 11 March 2009

12. Ms McDonald who pleaded guilty and was sentenced in relation to her conduct on 20 March said that prior to working at the Tavern she was not aware of the practice of credit betting, but noticed "Rebecca (Ms Large) doing it, so (she) thought (she'd) give it a try". She said that 9 days prior to 20 March on 11 March she and Ms Large placed a number of credit bets resulting in the till being down and that Ms Large phoned a friend who came about an hour later to the Tavern with the money to make up the shortfall.
13. Ms McDonald described the incident as having scared them both as the till was down a fair bit and that the next morning they both went and approached the owner and manager of the Tavern and told them what had happened. Ms McDonald said that on that night there had not been an arrangement between the two of them, but it was something they had already done together on a number of occasions. On 11 March she said each of them operated the terminal and each of them printed their own tickets. She said that on the following day she told management that the two of them had placed bets, which resulted in the till being down.

14. Ms McDonald then described the incident on 20 March as “basically a very, very similar incident” and said “we’d both been placing bets throughout the day. It resulted in the till being down. We started panicking and the bets started getting larger so we could put the money back”.
15. Ms McDonald maintained this version of the 11 March events under cross-examination and did not agree that Ms Large went home after work and only returned when Ms McDonald was getting into difficulties with her betting. She clearly stated that the betting between the two of them occurred after Ms Large had gone home and returned, in effect as a customer.
16. The owner of the Tavern, Mr Townsend said that on 12 March Ms Large came to his office and told him that she had been playing the Keno the night before with Ms McDonald and that she had gone home and got money to replace the money that they had taken out of the till before the business closed. He said that as his manager, Colin Bird had been involved and knew about it, Mr Bird and he “sat down with the girls” and counselled them in relation to Keno and in particular, explained that it wasn’t Keno’s money, but his money that they were gambling with. He said that as he thought that both girls were repentant, there was no money missing and Ms Large undertook to sign an exclusion form excluding her from gambling on the premises, he decided to take no further action.
17. Mr Colin Bird, the manager at the Tavern at the time became aware of concerns that the Keno office at Sky City Casino had in relation to betting on the Keno on 11 March 2009. He said that Ms McDonald and Ms Large spoke with him and the owner the next morning and said that they’d betted on the Keno overnight “got into a situation”, but got out of it. He said that both girls promised not to credit bet again on the Keno and both agreed to a system of self-exclusion in the venue. Ms Large in fact signed a self-exclusion document which was filed in the office.

18. It was not suggested under cross-examination to either of these witnesses that Ms Large had not admitted to being involved in credit betting on 11 March, or that Ms Large did not arrange for the money lost on 11 March to be repaid.
19. Ms Large's version of what happened on 11 and 12 March is that after finishing work, she drove home. She said after she started to eat her dinner, she received a phone call from Ms McDonald at the Tavern asking her to come back to work and saying that she'd "got herself into trouble again". Ms Large said that when she arrived at the Tavern, she didn't even bother asking Ms McDonald what had happened, but asked "how much are you down?". Ms Large said that Ms McDonald told her it was 36 thousand and something and that Ms Large said she would try her hardest to help her get the money to put back in the till.
20. Ms Large said that she had brought some money with her and would have a few bets to try and cover the debt. Ms Large said that Ms McDonald asked her for some of the money and said that she had brought between \$700 and \$900 to the Tavern, gave most of it to Ms McDonald and kept between \$200 and \$250 for herself for betting. Ms Large said that she did not take much notice of what Ms McDonald did with the money she gave her and that she also gave Ms McDonald her winning tickets from her betting.
21. Ms Large said that she then went outside and rang her friend Paul Rhodes. Ms Large gave detailed and extensive evidence of conversations between herself and Ms McDonald at this time. Ms Large said she then waited for her friend Paul to arrive and that he took quite some time. She then said he drove off, came back half an hour later, went inside the Tavern and handed over cash to Ms McDonald, but she did not see how much it was. Ms Large gave further detailed evidence about conversations she had with Ms McDonald after the money had been repaid and after Ms McDonald had

finished work, most of which had not been put to Ms McDonald under cross-examination.

22. Ms Large's version of what happened the following day was that she met Ms McDonald by arrangement at the Tavern and reassured her that she would help her. She said that after Mr Bird was brought into the room, there was a conversation "in relation to the night before and the money and the till balancing". Ms Large said that Ms McDonald said that she replaced 98% of the missing money through Keno betting and that Ms Large brought money from home into the pub to make up the rest of the shortfall, that is 2%.

The Events on 20 March 2009

23. When Ms McDonald told the Court what had happened on 20 March, it appeared that much of what she said was not disputed. She told the Court that on that day, both she and Ms Large were placing bets through the day which resulted in the till being down, that they started panicking and the bets started getting larger so that they could put the money back. She said on this occasion, she operated the terminal as Ms Large had signed a self exclusion notice.
24. Ms McDonald said that the betting on 20 March came to an end because the last game they placed bets on was game 913 and the majority of their tickets had won. However, a couple of the tickets didn't register as having won and it appeared that they had in error been placed on a different game. As a result, Ms McDonald contacted Keno by telephone. While on the phone to Keno, Colin Bird approached her and asked what was going on. Ms McDonald said she was told to tell Mr Bird that they were the tickets of a regular customer, Dave. Ms McDonald said that Colin spoke to Dave and found this story wasn't true "and that's when we confessed". She said that when she went to work the next day, there was a meeting in the office and Ms Large and herself were both dismissed.

25. According to Ms McDonald, she left the Tavern at 7.30 that night and prior to leaving, she had a conversation with Ms Large in the carpark out the front of the bottle shop. They discussed what had happened and Ms Large told her that “one of us had to go”. Ms Large thought Ms McDonald should take the blame because Ms Large had worked at the Tavern longer and was paying off a loan Mr Townsend had given her to buy a motor bike, so it was harder for Ms Large to leave than Ms McDonald. According to Ms McDonald, Ms Large was aware that Ms McDonald had already planned to move home to Western Australia due to personal problems and offered to pay her ticket if she took the blame. Ms Large also told Ms McDonald that she would pay her half of the money that had been lost back to Mr Townsend. According to Ms McDonald it was agreed that she would take the blame until they went into the office the next day and Ms McDonald said that she realised how serious it was and so decided to tell the truth.
26. Ms McDonald was cross-examined extensively about her evidence. She was questioned about her gambling problem, her income, whether she drank at work, at length about the specific bets and tickets on the evening, Ms Large’s visits to the ATM, a conversation in the toilet, the phone conversation with Sky City, Mr Bird’s involvement and the placement of tickets in front of Ms Large but Ms McDonald remained adamant that the tickets bought on credit belonged to the two of them, that Ms Large did not claim any tickets as her own and Ms Large did not at any time on the evening, suggest to Ms McDonald that the credit betting was her problem alone. Ms McDonald’s evidence can be summarised when under cross-examination, (at T147.8) she said “as I’ve said before, it was 50/50. Rebecca was right there the whole time everything was happening. She knew everything that was happening and she was half to blame and (at T226) when she said “there was no “her and my” tickets. They were ours. The whole time we spoke of them as our tickets”. When cross-examined

about it, Ms McDonald also maintained her evidence about the conversation in the carpark of the Tavern.

27. Melissa Van De Meulen who also worked at the Tavern on 20 March was asked by Ms McDonald to drive her home. Ms Van De Meulen waited near the car for Ms McDonald and could see Ms McDonald having a heated conversation with Ms Large. Ms Van De Meulen only heard snippets of the conversation, but “gathered that they were discussing the incident that had occurred that day and heard Rebecca say “one of us has to go””. Under cross-examination, Ms Van De Meulen said that it was not possible that she heard Ms Large say “Kiama you have to go”. She said she clearly and specifically remembered what she heard Ms Large say.
28. Mr Bird’s evidence about the events of 20 March was that during the course of the afternoon, he noticed that Ms McDonald was on the phone with the door shut and became aware that there was an issue or problem with a customer’s tickets on Keno. He said that Ms McDonald told him this while she was on hold to the Casino. He said that Ms McDonald told him that a customer was disputing a payment for a bet that seemed to have been placed on the wrong game in error and indicated who the customer was. Mr Bird said that he spoke to the customer and received a non-responsive answer, so he rang Sky City himself. He said that it then became apparent that it wasn’t a customer’s issue and he confronted Ms McDonald who admitted that the tickets in question belonged to her and Ms Large. It became apparent that she was referring a number of losing tickets which related to games 912 and 913.
29. Mr Bird said throughout the next couple of hours “from the time that these tickets were first put on, both Kiama and Rebecca spoke to me on a number of occasions about that they were both quite upset at the time and Rebecca at one stage offered to replace the funds that afternoon”.

30. Under cross-examination Mr Bird said that it was Ms McDonald who told him that the disputed tickets belonged to the customer known as Dave, but otherwise he confirmed the version of events he had given in evidence in chief. In particular, the only conversation he recalled about the funds being replaced was with Ms Large. Mr Bird said that he understood that when Ms Large offered to remunerate the till for the funds that were missing she was taking responsibility for them. He said that he doubted very much that between 3.17 and 3.20 Ms Large came to him and said that she was concerned that there was a problem with Kiama and did not agree that Ms Large said to him when he walked through the door and Ms McDonald was on the phone “Kiama has done it again, she’s on the phone with Keno, there’s a major problem”.
31. Ms Large’s version of the events of 20 March varied throughout the course of her evidence in chief and cross-examination. Her version of events was also very difficult to follow as rather than simply tell the story of what happened, she was taken to specific parts of the video in a very leading manner and then when finally asked to tell the Court what had happened at the critical time, she seemed to be giving the evidence constantly by reference to the video.
32. According to Ms Large she purchased a couple of tickets only and they won, but Ms McDonald did not accept this and it caused an argument between them. She said that in the toilets Ms McDonald admitted to “getting herself into big trouble again” and Ms Large offered to try “and get Ron back the money”.
33. At this stage, Ms Large said she offered Ms McDonald the money from her winning tickets and left her winnings in the till on two occasions. Around the time of the second occasion, Ms Large said she and Ms McDonald were looking through the bin to recover the other tickets Ms McDonald said she had lost. At around this stage while Ms McDonald was on the phone, Ms

Large said she told Colin Bird that “Kiama did it again”. Ms Large said that after she finished her shift she went outside for a conversation with Ms McDonald and said that she offered for the third time to pay for Ms McDonald’s ticket home to live with her mum. Under cross-examination, she denied saying ‘one of us has to go’ and said she was saying Ms McDonald had to go to Perth.

Events on 21 March 2009

34. Ms McDonald’s version of the events was that when she went to work on 21 March she and Ms Large had a meeting in the office and the two of them were both let go. She said that at the beginning of the meeting she did start to say that it was only herself involved in the credit betting on the previous evening, but both Colin and Ron said that they knew she was not the only one involved and that it was a very serious matter and she should have a think about what she was doing. She then decided to tell the truth that is that she and Ms Large were involved in the incident.
35. Under cross-examination about the order of events relating to the meeting, Ms McDonald said that Ms Large rang her on that day before the meeting to discuss “that we were still going to stick with the original story”.
36. Mr Townsend said that when he arrived at the Tavern on 21 March he found out from his bookkeeper that there was a problem with the Keno from the night before and spoke to Mr Bird about what had happened. He said that he also viewed the video of what had happened and formed the opinion that both Ms Large and Ms McDonald had been betting on credit. Mr Townsend said that he spoke to Ms Large first, who said that she was putting bets on to help Ms McDonald out and that they then spoke with Ms McDonald who said that Ms Large was also involved. He said that after what had happened the week before, this was their last chance and as it happened again, he couldn’t trust either of them and sacked them. After termination, Mr Townsend said that he received \$3,100 for the shortfall from Ms McDonald.

So far as Ms Large is concerned, he said that before he sacked her Ms Large “indicated that she would get the money and pay it”. He then stated that she stormed out, but there has never been any talk of repayment since this event.

37. Under cross-examination, Mr Townsend agreed that Ms Large had made it clear on 21 March that she had not put bets on the Keno and that they were Ms McDonald’s. Although there was extensive questioning under cross-examination about what Ms Large and Ms McDonald said that they had done, it is clear that Mr Townsend placed great emphasis on what he had seen on the video, which he believed was credit betting.
38. Mr Bird said that when he went to the Tavern in the morning of 21 March he spoke to Mr Townsend immediately about the matter. He recalled that Ms McDonald was saying that both she and Ms Large were involved and that Ms Large was saying she had nothing to do with it. He said that there were conversations about the fact that there was \$6,000 odd missing in the till and that Ms McDonald and Ms Large were giving different versions of the events.
39. Ms Large says that when she arrived at work the next day she had two conversations with Mr Townsend in his office. The general effect of her evidence is that she denied involvement in the events of the night before. She said the second meeting had happened after she had worked and in that conversation, she got the sack. In her evidence she said that she had an argument with Colin Bird. In the second meeting, Kiama, Colin and Ron were present and Ms Large said she believed she was there supporting Kiama and that she just sat there and listened and was extremely surprised when it became clear to her that she had been set up and was being blamed for the events. Ms Large returned to the Tavern the following Monday and left a statement for Mr Townsend under his office door that she had written about the events concerning the Keno betting.

Prosecution Submissions

40. To a large extent, the case against Ms Large depends upon the evidence of Ms McDonald. The prosecution asserts that she is an acceptable and credible witness, whose evidence is corroborated in a number of respects. The prosecution says that Ms McDonald's evidence is corroborated by:
- the documents from the Sky City Casino in relation to the sequence of bets on both 11 March and 20 March;
 - the defendant's own evidence of credit betting with Ms McDonald on 11 March; or
 - Ms Large's awareness that heavy credit betting was taking place after she returned to the Tavern and taking no steps to prevent the continuation of that behaviour.
41. The prosecution also submits that the events on 11 and 12 March are corroborated by Mr Townsend who had no reason to give either inaccurate or dishonest evidence about his meeting with Ms Large and Ms McDonald on 12 March. The prosecution submits that the undisputed evidence of Ms Large that she made up the shortfall from the betting on 11 March also corroborates Ms McDonald's version that Ms Large was also responsible for it as does the defendant's signing of a self exclusion notice. So far as 20 March is concerned, the prosecutor submits that Ms McDonald's evidence is not only supported by the transactions documents from the Casino, but the footage captured on the closed circuit television. From the prosecution point of view, a critical piece of evidence was the conversation in the carpark after the close of business on 20 March between Ms Large and Ms McDonald which is corroborated in clear terms by Ms Van De Meulen. Further, the prosecution says that there is uncontradicted evidence from Mr Townsend that only he and Ms Large were aware of the loan he had given to

Ms Large and that he had not told Ms McDonald about it, which corroborates Ms McDonald's evidence about the terms of the conversation.

42. Prosecution also says that the events of 21 March, especially the uncontested evidence of the defendant's own offer to get the money (for the shortfall) and pay it to Mr Townsend prior to being dismissed is consistent with Ms Large also having been involved in placing the bets and her knowledge that she was responsible at least in part for the loss.
43. The defendant submits essentially that Ms McDonald is an unsatisfactory witness and should not be accepted. In relation to Ms McDonald's evidence of 11 March, the defence emphasises that Ms McDonald said that there was no arrangement between them and that she didn't know how to explain how the credit betting occurred. It is also submitted that based on all the evidence before the Court, that the only similarities between 11 March and 20 March was that on each occasion, Ms McDonald was trying to get Ms Large, who earned significantly more than she did, to assist in making up the shortfall of the money lost.
44. So far as the conversation in the carpark was concerned, it is submitted that Ms Large's offer to pay for Ms McDonald's airfare if Ms McDonald took the blame for the betting on 20 March was not a sinister offer, but an honest offer to assist based on Ms Large's belief that she had done nothing wrong.
45. It was also submitted that Ms McDonald has been vague from the first time Police spoke to her right up to and including her evidence in Court. Her evidence is also described as being littered with inconsistencies, self-serving statements and unsatisfactory evidence, though no examples of these matters were put before the Court. It has also been submitted that Ms McDonald was not honest with the Court when she was sentenced and finally, it is also submitted that in relation to Ms McDonald that as she is a co-accused on the prosecution case, that the Court needs to give itself an accomplice warning.

46. A number of submissions put by the defendant relate to an examination of the video footage and an examination of the documents produced by the Casino relating to individual transactions. In my view, it is difficult to determine with any accuracy exactly what is happening at various points on the video footage. Also, this is not a case where in my view, it is appropriate to individually scrutinise each of the transactions, especially where it is not in dispute that credit betting was engaged in by Ms McDonald on the afternoon of 20 March at the relevant time and that the company which operated the Tavern business lost \$10,590 as a result of credit betting. The only issue for the Court to determine is whether Ms Large was involved in such a way as to make her criminally responsible. Against this background, I do not find it assists the Court to try and scrutinise each of the frames in the close circuit television footage, as is suggested.
47. So far as other witnesses are concerned, it is submitted by the defendant that Mr Townsend's evidence is generally equivocal. In particular, it is noted that he agreed in cross-examination that Ms Large denied placing any large bets or being involved in them. So far as Mr Bird is concerned, it is submitted that he conceded that Ms Large may have raised the issue of Ms McDonald's gambling with him and that he did not do anything about it.
48. In coming to a decision as to whether the prosecution has proved beyond reasonable doubt that Ms Large was involved in the way it alleges, the Court does not of course compare the two versions and find which is the more acceptable or more likely.
49. In assessing the evidence of Ms McDonald, I have reminded myself that where there is a dispute between her evidence and Ms Large, it would be dangerous to convict on the evidence of Ms McDonald alone, unless it is corroborated.

50. In assessing Ms Large's evidence, I also take into account that she is a person of prior good character, which is a factor in her favour, both in assessing her credibility and whether she committed a criminal offence.
51. In my view, Ms McDonald was an acceptable witness and I do not find that her evidence was littered with inconsistencies and self serving statements and do not find anything else generally unsatisfactory about it. So far as to her honesty before the sentencing Court is concerned, I cannot make a finding along the lines suggested by the defence as the way in which a matter is put before the sentencing Court, is to a very large degree in the hands of a person's lawyer.
52. I do find that Ms McDonald's evidence is corroborated on some significant issues, including:
- the undisputed evidence that Ms Large made up the shortfall for 11 March;
 - that Ms Large was involved in credit betting to at least some degree on 11 March;
 - that Ms Large admitted to Mr Townsend and Mr Bird to having been involved in credit betting on 11 March;
 - that Ms Large told Ms McDonald that she would have to take the blame for the events on 20 March;
 - that prior to being terminated on 21 March, Ms Large offered to pay for a portion of the shortfall.
53. In particular, I attach significant weight to the conversation in the carpark, as it is corroborated by an independent witness.
54. In determining the facts, I have considered whether the version of events the defendant gave could possibly be true. I note that her version changed

throughout the case. For example, in relation to the events on 11 March, the suggestion that Ms McDonald replaced 98% of the missing money through Keno betting on that night and that Ms Large made up the balance of the shortfall was not put to any of the other witnesses and was mentioned for the first time in Ms Large's evidence. It is also inconsistent with all of the other evidence about the events of 12 March. In relation to both the events of 11 March and 20 March, I attach great weight to the offer made by Ms Large to make up for the loss occasioned by the credit betting. I find it incredible and inherently unbelievable that anyone would offer to take responsibility for another person's criminal action, especially as the defendant described herself as being very angry at Ms McDonald's pattern of credit betting. As noted, I attached particular significance to the evidence of Ms Van De Meulen in relation to the conversation in the carpark, Mr Townsend and Mr Bird in relation to the offers to repay the shortfall on 21 March and Mr Townsend and Mr Bird in relation to the defendant's admission concerning her own conduct on 11 March.

55. Having found these facts, I also must determine whether it is possible nonetheless that the prosecution has still not proved its case. For example, the defence submitted that even if accepted the prosecution evidence of the carpark conversation (which I have) this is not necessarily "sinister". In my view, this conversation, in the terms I have found, can only support the inference that the defendant was suggesting to Ms McDonald that she take responsibility for the credit betting, even though she, the defendant, had also been involved in it.
56. As I have previously noted, Ms Large's version of the events changed in my view significantly from the version put to Ms McDonald under cross-examination and put to other significant witnesses such as Mr Townsend and Mr Bird. In some cases, Ms Large's evidence changed over the course of her evidence in chief and then again under cross-examination. Although it was submitted at length that the video footage in particular supported her

version of the event, there remains the uncontradicted evidence of her involvement in the events of the credit betting on 11 March, her taking responsibility for it, some degree of involvement in credit betting on 20 March, the conversation in the carpark on 20 March and her offer despite asserting that she was not involved to pay the shortfall on 21 March. Taking all of these matters into account and I find that the prosecution has proved beyond reasonable doubt that the defendant was criminally liable as participating in the credit betting with Ms McDonald pursuant to a common purpose on 20 March 2009. Accordingly I find the offence proved.

Dated this 1st day of June 2011

Hilary Hannam
CHIEF MAGISTRATE