

Aggravated vehicle taking

The defendant faces one count of aggravated vehicle taking.

He is guilty of that offence if

- without having the consent of the owner;
- he took the vehicle for his own use; and
- owing to the driving of the vehicle, an accident occurred by which injury was caused to any person; or owing to the driving of the vehicle, an accident occurred by which damage was caused.

In this case V** are legally to be treated as the owners of the vehicle because they were in possession of it under a hire agreement.

The defendant is not guilty if he took the vehicle in the belief that he had lawful authority to do so or that he would have had the owner's consent if the owner knew of him taking it and the circumstances in which he took it.

There is no doubt that D** took the vehicle for his own use. He agrees that he drove it from A** to B**.

There is also no doubt that owing to the driving of the vehicle an accident occurred. D** drove it into **. The driver of that other vehicle was injured. Both the vehicle which D** was driving and the other vehicle were damaged.

So the only issue in this case is consent. Consent means "agreement".

The prosecution case is that ***. If you accept the prosecution evidence, the defendant is guilty.

The defence dispute this. D** says ***. If that may be what happened, he is not guilty.

So, the key questions for you to answer, having regard to all the evidence and the directions which I give you, are these

Did C** give D** consent for him to take the vehicle away? If he did, did D** remain within the scope of that consent at all times before the collision?

Did D** believe that he would have the owner's consent if the owner knew what he was doing?

If you are sure that the answers to all these questions are "no", the defendant is guilty. If the answer to any question may be "yes", he is not guilty.