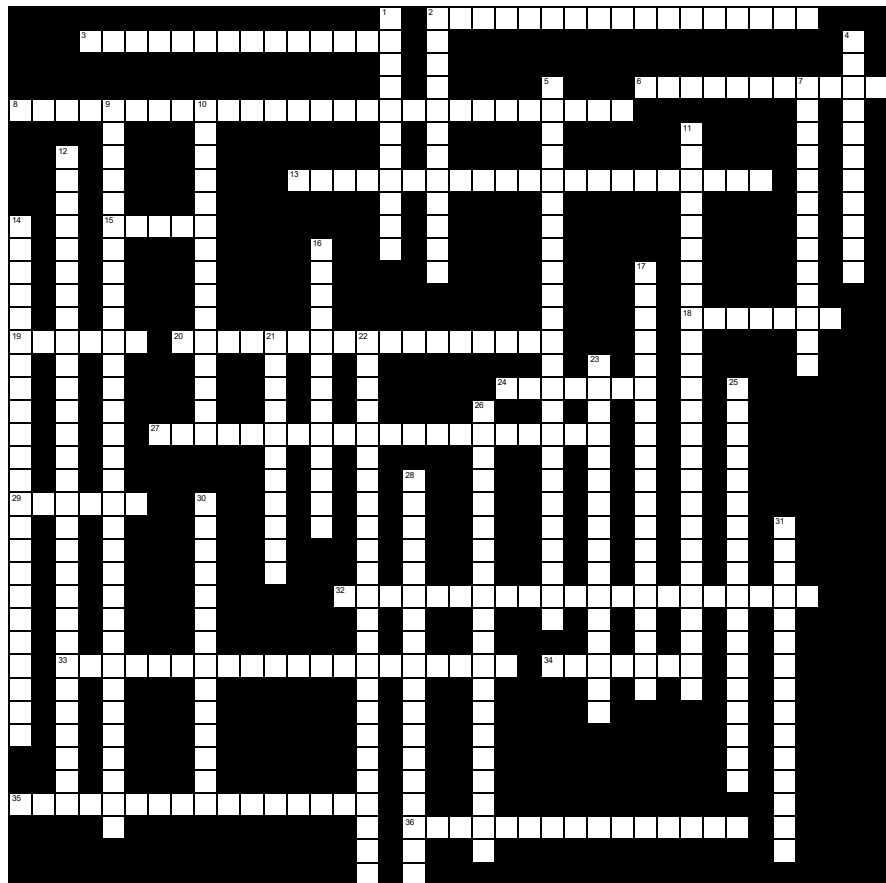


**Across**

- 2 Mere representations are not the same as warranties. (11,1,5)
- 3 Essential Terms. (5,1,8)
- 6 Three investment bankers go in to a bar... (4,1,6)
- 8 In which Lord Clark SCJ provides a statement of the objective principle. (3,8,7,1,8)
- 13 Leading case on partial reliance on a misrepresentation. (9,1,11)
- 15 Plaintiff in the case stating that the intention of a contract must be determined on an objective basis. (5)
- 18 Case setting out the concept of lost chance. (7)
- 19 Contracts do not need to be in writing. (6)
- 20 Irish authority on unconscionability. (11,1,5)
- 24 Plaintiff in the Irish case subscribing to the Parol Evidence Rule. (7)
- 27 Communication breakdown case. (7,1,5,3,4)
- 29 Plaintiff in the case setting out conceptual framework for offer and acceptance in Ireland. (6)
- 32 Courts won't compel a party to breach the law. (8,3,1,6,3)
- 33 Canadian case on clickwrap contracts. (6,1,9,4)
- 34 If a provider of a public utility is privatised, it is still to be regarded as a coming under a duty to act in a fair and reasonable manner. (7)
- 35 A flexible approach for identifying the date for assessment of damages. (3,6,7)



- 36 Intention to create legal relations in a consumer competition. (7,1,7)

**Down**

- 1 Case discussing the concept of the reasonable person. (3,8)
- 2 US case about shrinkwrap contracts. (4,1,7)
- 4 The leading statement of the business efficacy test can be found here. (3,8)
- 5 A rare example of a successful claim of part performance on the payment of money. (2,5,10,7)
- 7 A business contract should be interpreted in a manner that makes commercial sense. (5,1,7)
- 9 In which the proper sequencing of issues to be decided in a

- 10 An example of a unilateral offer. (8,1,6)
- 11 Acceptance should be notified. (7,1,8,5,4)
- 12 If there is no consideration the promise will be unenforceable at law. (3,4,1,9,3,9)
- 14 Case striking down a non-compete clause as void and unenforceable. (3,8,3,1,8)
- 16 A contracting party cannot escape liability by saying that he had his fingers crossed behind his back. (8,1,4)
- 17 Case approving the factual matrix for the construction of contractual terms. (3,8,1,7)

- 21 Irish authority for the Postal Rule. (6,1,4)
- 22 Where Hirst J held that there must exist two things before an offer can be accepted. (6,10,1,7)
- 23 No witnesses required. (6,4,1,5)
- 25 A leading Irish case on implied terms. (7,1,5,5)
- 26 Case featuring Cage and Aviary Birds. (9,1,10)
- 28 A broad view of what is capable of amounting to frustration. (7,3,1,7)
- 30 Charleton J. sets out the difference between ordinary pressure and duress. (3,4,1,6)
- 31 Leading case on exemption clauses followed in Ireland. (5,10)