jackson lalic
LAWYERS

SPEED.VALUE.QUALITY.COMMITMENT

March 2009 Newsletter

>> INSURANCE HASSLES?

Insurance Claims ... You May be Entitled Even if Your Insurance Company says No.

Has your insurance company knocked back your claim?

Use this quick easy checklist to assess your chances of getting your money through legal action.

When you were taking out your insurance policy:

1. Did you ask for insurance to cover all possibilities of damage (even if you did not specify any particular damage)?
2. Did you believe, or were you led to believe, that the insurance would cover all possibilities of damage (even if you did not specify a particular damage) ?
3. Were you made aware that a particular type of damage was not covered?

4. Were the definitions explained to you?
5. Was the actual clause excluding a particular type of damage, explained to you?
6. Did you receive any explanation in writing as to what risks and liabilities were excluded from the policy?
7. Were you advised to obtain legal advice before signing the policy?
8. Did you obtain legal advice before signing the policy?

If you answered yes to either 1 or 2 and no to any of the other questions, then you may have a legal claim against your insurance company for the full value of the damage.

>> CONGRATULATIONS

Congratulations William Susanto...

William Susanto was admitted as a solicitor on 13 February 2009.

Those who have had the benefit of Williams work will be pleased to know he will be staying on at Jackson Lalic as a solicitor.

We wish William all of the best in his legal career.

>> KYOTO PROTOCOL

Kyoto Protocol Update...

After its election on November 8 2008 the New Zealand government froze implementation of the emissions trading scheme that had been introduced by the previous government.

There has been a commitment to adopt a carbon trading scheme in some form but the indications are the trading may not start until 2010.

The planting of forests to generate carbon credits worth tens of millions of dollars has been cast into doubt said Peter Berg of the New Zealand Forest Owners Association.

Perhaps Australia will now take the lead in carbon emissions trading in the region.

The articles contained in this newsletter are in the nature of general comment only. The articles are neither intended nor should be taken to be, advice in respect of any particular matter. Advice should be sought in relation to particular circumstances.

We welcome feedback about the newsletter items and if you wish to comment please do so at **info@jacksonlalic.com.au**

If you would like to receive our newsletter electronically please go to **www.jacksonlalic.com.au** and enter your details on the subscribe to an e newsletter page.

jackson lalic
LAWYERS

>> VERBAL AGREEMENTS CAN BE UPHELD BY THE COURTS

The Court Will Sometimes Enforce Family Arrangements Where There Is No Written Contract…

In 1992 Mr and Mrs O'Neill came to agreement with their daughter and son-in-law, Mr and Mrs Williams, to occupy a property the Williams' owned in Queanbeyan as their home until their deaths.

Mr O'Neill died in 1997 and in October 2002 the daughter and son-in-law attempted to evict Mrs O'Neill. The Court then had to decide what agreement was reached and whether Mrs O'Neill could remain in the house.

This was a family that had always helped each other. In 1982, Mr and Mrs Williams built a house, and Mr O'Neill and his son helped with bricklaying and carpentry.

'The Williams' purchased land in 1990. By 1992 Mr and Mrs O'Neill were going through hard times; they were living in substandard accommodation, their son died and they both became depressed.

Mr and Mrs Williams decided to help their parents. They suggested that they build on the land purchased in 1990, and in return for Mr O'Neill doing the carpentry, he and his wife could stay in the house for their lifetimes.

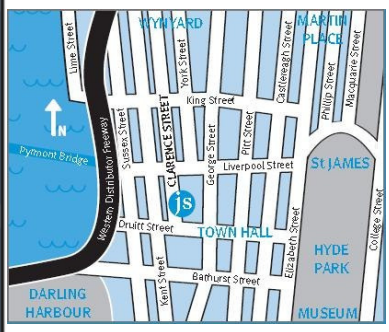
After such a long time, there was some confusion about who said what, but it was common ground that in return for Mr O'Neill doing the carpentry, the O'Neill's were permitted to occupy the house for a concessional rent over five years of $600 every four weeks.

The Judge held that Mr and Mrs O'Neill had assumed that they could stay in the home for their lifetimes, and that their children, Mr and Mrs Williams, played a part in Mr and Mrs O'Neill coming to that assumption. He said that it would be unfair or unjust to deny the current state of affairs.

The Judge also said that Mrs O'Neill had to meet all of the conditions of the agreement.

Provided Mrs O'Neill paid the council and water rates and maintained the property, she was allowed to stay there for her lifetime.

If parties agree within the family, it is always best to put it in writing. In this way, family stress and the expense of long Court battles might be avoided.



If you would like to be removed from the newsletter mailing list please contact Jackson Lalic Lawyers at info@jacksonlalic.com.au'.

Jackson Lalic Lawyers
Level 7, 217 Clarence Street, Sydney, NSW, 2000
T: (02) 9262 1770 F: (02) 9262 1771 DX: 13132 Sydney West
Post: PO Box Q245 Queen Victoria Building Post Office Sydney 1230.