



## Quiz

### Claims Against an Estate

1. Following the death of Ms Reis, what did the plaintiff in *Sedgwick v Varzonek* [2015] NSWSC 1275 make a claim under?
  - a. Contract
  - b. Estoppel
  - c. The *Succession Act 2006* (NSW)
  - d. All of the above
  
2. Under what section of the *Succession Act 2006* (NSW) did the plaintiff seek an order for financial provision out of the deceased's estate in *Sedgwick v Varzonek* [2015] NSWSC 1275?
  - a. Section 53
  - b. Section 57
  - c. Section 32
  - d. Section 59

3. Why did the plaintiff's claim under contract fail in *Sedgwick v Varzonek* [2015] NSWSC 1275?
  - a. The judge did not accept that the deceased made statements about the plaintiff and her eventually living together and about his receiving \$200,000 from the settlement of her litigation
  - b. A lack of consideration
  - c. The parties never intended to enter into a legally binding agreement
  - d. The claim under contract was successful
4. What was the quantum of the successful claim in estoppel in *Sedgwick v Varzonek* [2015] NSWSC 1275?
  - a. \$100,000
  - b. \$200,000
  - c. \$250,000
  - d. \$300,000
5. What did his Honour hold regarding costs in *Sedgwick v Varzonek (No. 2)* [2015] NSWSC 1613?
  - a. The plaintiff did not receive all of his costs but rather had them apportioned in accordance with the time spent arguing his unsuccessful claims
  - b. The judge decided that the defendant would pay the plaintiff ordinary costs up to the offer of \$120,000 and indemnity costs thereafter, relying on a Calderbank letter and an Offer of Compromise served by the plaintiff prior to the hearing
  - c. Each party was ordered to pay their own costs
  - d. The costs order has not yet been made

Answers:

1. d 2. b 3. b 4. b 5. b