

IN THE HIGH COURT OF AUSTRALIA
SYDNEY REGISTRY

No. S95 of 2013

BETWEEN:



ANNE CLARK
Appellant

DAVID MACOURT
Respondent

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APPELLANT'S CHRONOLOGY

Part I: Certification

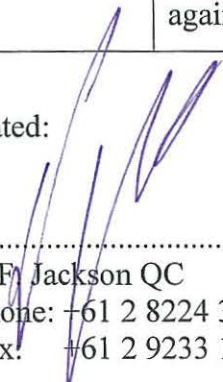
This chronology is in a form suitable for publication on the internet.

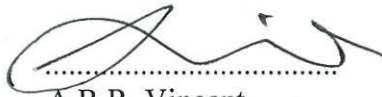
20 **Part II: Principals events leading to the litigation**

Date	Event	Appeal Book Reference
January - February 2002	Appellant enters into a Deed with St George Fertility Centre Pty Limited (in liquidation) (St George) and the respondent (as guarantor) (Deed).	
January - February 2002	St George supplies 3,513 straws of donor sperm to the appellant, only 504 of which have been used.	
February 2005	Following a change to the RTAC Guidelines in January 2005, it had become a requirement under section 6 of the Ethical Guidelines on the use of reproductive technology in clinical practice and research as amended on about 1 January 2005 by the National Health and Medical Research Council (NHMRC Guidelines) that sperm donors must consent to being identified by any children conceived by the use of their donor sperm.	
29 September	Appellant makes first purchase of donor sperm from Xytex Corporation (Xytex) to use in procedures in lieu of the	

2005	donor sperm supplied by St George. At this time donor sperm from Xytex was the only available donor sperm which could be purchased by the appellant that complied with all regulatory and ethical requirements.	
8 March 2006	St George commences proceedings in the NSW Supreme Court to recover the purchase price payable under the Deed	
4 September 2008	Macready AsJ grants leave to the appellant to file a further amended statement of cross claim.	
8 September 2008	Appellant files a further amended statement of cross claim claiming damages against St George (and from the respondent as guarantor) for breaches of warranties under the Deed relating to, <i>inter alia</i> , the suitability of the donor sperm sold by St George as part of the Assets under the Deed.	
9 June 2010	Macready AsJ finds that St George had breached warranties in the Deed and ordered, <i>inter alia</i> , that the appellant should have, on her Further Amended Statement of Cross-Claim, summary judgment against St George and the respondent with damages to be assessed. The judgment of Macready AsJ was founded primarily on the admissions made by the respondent that " <i>sperm donor records were not maintained in each case as required</i> " and was entered by consent as against St George and, following argument, against the respondent.	

Dated:


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14 June 2013


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