

BETWEEN:

PRITHVI PAL SINGH SIDHU
Appellant

and

LAUREN MARIE VAN DYKE
Respondent



10

APPELLANT'S CHRONOLOGY

Part I: Certification

20 The appellant certifies that this chronology is in a form suitable for publication on the Internet.

Part II: Chronology

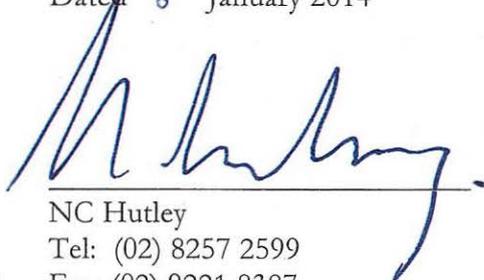
Date	Event	Reference
1995	Ms Van Dyke and Mr Svensen living in the Willows Cottage at Burra Station.	J[17]
January 1996	Ms Van Dyke and Mr Svensen marry.	J[20]; CA[8]
Early to mid-1996	Ms Van Dyke and Mr Svensen move into the Oaks Cottage at Burra Station, paying the then owners \$150 per week rent.	J[20]; CA[8]
June 1996	Mr and Mrs Sidhu settle on purchase of Homestead Block and Laylos Pty Ltd settles on purchase of Back Block at Burra Station. Ms Van Dyke and Mr Svensen become tenants of Mr and Mrs Sidhu continuing to pay \$150 per week in rent and work on property in lieu of agistment.	J[20]-[21]
Mid to late 1997	Ms Van Dyke and Mr Sidhu commence relationship.	J[22]; CA[10]
Mid-1998	Ms Van Dyke and Mr Svensen separate.	J[23]; CA[10]
Mid to late 1998	Approximate date of first version of the promise/representation.	J[28]
Subsequent to first promise/	Statement by Mr Sidhu that Ms Van Dyke has the Oaks Cottage and does not need a lawyer for	J[31]

Date	Event	Reference
representation	her divorce.	
September 1998	Ms Van Dyke asks Mr Sidhu whether she should stop paying rent. Mr Sidhu says not to.	J[34]
1998-2006	Ms Van Dyke and Mr Sidhu both carry out works around Burra Station and Oaks Cottage.	J[42]; CA[12]
20 July 1999	Development application prepared by Jeff Brown Surveyors, engaged and paid for by Laylos and lodged for subdivision Back Block into 22 lots. Mr Brown also prepared a concept plan for a sub-division of the Homestead Block.	J[50]
December 1999-2006	Ms Van Dyke pays \$100 in rent for the Oaks Cottage to Mrs Sidhu, which rent was not increased.	J[35]
2000	Ms Van Dyke expresses concern to Mr Sidhu that she had nothing in writing in relation to the gift of the Oaks Cottage. Note signed by Mr Sidhu.	J[51]
October 2000, 2001	Some attempts made by Mr and Mrs Sidhu to sell parts of Burra Station.	J[56]-[57]
31 October 2001	Application to separate sub-division of Back Block from the sub-division of the Homestead Block.	J[58]
2003	Meetings occurred in relation to sub-division of Back Block, Ms Van Dyke attended a number of meetings with Mr Sidhu.	J[59]
2004	Further version of the promise/representation made by Mr Sidhu to Ms Van Dyke. Size of block stepped out.	J[174]
2005	Back Block mortgaged to Bendigo Bank securing a facility exceeding \$3 million used to fund a sub-division of that block.	J[21]
Mid-2005	Further version of the promise/representation made by Mr Sidhu to Ms Van Dyke.	J[68]
August 2005	Ms Van Dyke and Mr Sidhu discuss by email and orally a proposed sale of Oaks Cottage to Ms Van Dyke on basis of a bank loan to Ms Van Dyke and an interest free loan from Mr and Mrs	J[69]

Date	Event	Reference
	Sidhu secured by second mortgage.	
2 September 2005	Mr and Mrs Sidhu make an amended proposal to Ms Van Dyke. Ms Van Dyke declines both offers.	J[74]-[76]
19 October 2005	Council gives conditional approval to a three lot residential subdivision of Homestead Block. Conditions have not been complied with and the sub-division not undertaken.	J[77]; CA[14]
February 2006	Oaks Cottage burns down.	J[78]; CA[14]
February 2006	Ms Van Dyke moves into re-locatable cottage on Homestead Block.	J[78]; CA[14]
May/June 2006	A document entitled "Statement" signed by Mr and Mrs Sidhu.	J [80]
29 May 2006	Mr Sidhu emails Ms Van Dyke discussion paper outlining two options.	J [84]
2 June 2006	Ms Van Dyke and Mr Sidhu discuss by email and orally their relationship.	J[84]-[85]
June 2006	Ms Van Dyke puts forward proposal to Mr Sidhu whereby he would give her insurance proceeds from the Oaks Cottage claim to build or buy a house elsewhere.	J[86]
19 June 2006	Ms Van Dyke emails Mr Sidhu asking him to consider her proposal.	J[86]
20 June 2006	Mr Sidhu emails Ms Van Dyke that Mrs Sidhu emphatically rejects Ms Van Dyke's proposal that she buy another property with the insurance proceeds.	J[86]
20 June 2006	Email from Mrs Sidhu to Ms Van Dyke confirming insurance money to be used to rebuild Oaks Cottage and concerning nature of proposed gift.	J[88]
June 2006	Mr Sidhu gives Ms Van Dyke note entitled "My Response".	J[89]
5 July 2006	Email from Mr Sidhu to Ms Van Dyke concerning the 1998 promise/representation and Ms Van Dyke's response.	J[90]-[91]

Date	Event	Reference
21 July 2006	Ms Van Dyke leaves Burra Station.	J[94]; CA[15]
22 July 2006	Ms Van Dyke informs Mrs Sidhu of affair.	J[95]
2006, after 22 July 2006	Mr Sidhu says he will not give Oaks Cottage to Ms Van Dyke, and Mrs Sidhu makes statement consistent with Mr Sidhu being unable to give the Oaks Cottage to Ms Van Dyke.	J[96]-[100]; CA[15]
7 August 2009	Ms Van Dyke commenced Supreme Court of NSW proceeding no. 3474 of 2009 against the appellant.	
12-13 December 2011	At the time of the trial before Ward J the Homestead Block not sub-divided to create a separate lot for the land on which the Oaks Cottage stood.	J[229]
23 February 2012	Ward J delivered judgment.	
16 May 2012	Ms Van Dyke filed a Notice of Appeal in the NSW Court of Appeal.	
19 June 2012	Mr Sidhu filed a Notice of Contention in the NSW Court of Appeal.	
1 March 2013	The Appeal was heard before Basten and Barrett JJA and Tobias AJA.	
1 July 2013	The Court of Appeal delivered judgment.	
26 July 2013	Application for Special Leave to Appeal to the High Court.	
13 December 2013	The High Court (French CJ and Bell J) grant special leave to appeal from the judgment of the Court of Appeal.	

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