

CSK-10

PLAINTIFF'S
EXHIBIT
10155.0

DATED 21st APRIL 1948

THE COLONIAL SUGAR
REFINING COMPANY LIMITED

-with-

AUSTRALIAN BLUE ASBESTOS LTD.

Original
AGREEMENT FOR SUB-LEASE

I HEREBY CERTIFY THAT THIS IS A TRUE
AND CORRECT COPY OF THE ORIGINAL.
DIRECTOR
MINING REGISTRATION DIVISION
DATE 11/11/97

Produced in the matter of
Asbestos Personal Injury Litigation
Abrams Lead & copied to
Richard F. Scruggs.

499



No 2nd 1

this twenty first day of April 1948

between THE COLONIAL SUGAR REFINING COMPANY LIMITED having its registered office at Sydney in the State of New South Wales (hereafter referred to as C.S.R.) of the one part and AUSTRALIAN BLUE ASBESTOS LIMITED having its registered office at Perth in the State of Western Australia (hereafter referred to as A.B.A.) of the other part WHEREAS C.S.R. is the registered holder of the respective mining tenements (hereafter referred to as the tenements) particularised in the Schedule hereto AND WHEREAS A.B.A. is engaged in the business or occupation of asbestos mining in the State of Western Australia and has requested C.S.R. to grant to it a sub-lease to mine for asbestos fibre on all or any of the tenements specified in the Schedule hereto which C.S.R. for the consideration and on the terms and conditions hereafter appearing has agreed to do NOW IT IS HEREBY AGREED as follows:-

1. C.S.R. hereby grants to A.B.A. full leave and license to enter by its servants and agents mine for treat and extract fibre from asbestos ore on all or such of the tenements as A.B.A. shall from time to time determine and for such purposes to bring on to the tenements and erect all necessary plant machinery buildings and equipment,
2. C.S.R. shall pay all rentals and other charges payable under the Mining Act 1904 as amended from time to time in respect of the tenements.
3. A.B.A. shall pay to C.S.R. an amount equivalent to one pound (£1) for each and every ton of Asbestos fibre won or recovered from asbestos ore mined on the tenements PROVIDED HOWEVER that as from the first day of January 1951 in the event of A.B.A. failing to win or recover one thousand tons or more of asbestos fibre in any period of twelve months A.B.A. shall in addition to the said payment of £1 for each and every ton of asbestos fibre recovered as aforesaid pay to C.S.R. such further amount as may be necessary to bring the total payments to C.S.R. under this clause in respect of each and every year subsequent to the year 1950 during which this

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agreement operates to a sum of not less than one thousand pounds (£1,000).

4. Accounts shall be taken at the end of the months of March June September and December in each year commencing from the thirtieth day of June 1948 and payments found to be due on the basis of Asbestos Fibre recovered shall be made within thirty days after taking of such accounts as aforesaid and the amounts if any necessary from time to time to bring the minimum annual payments under clause three hereof to £1,000 shall be paid on or before the thirty first day of January in each year.
5. In addition to the payments referred to in clauses three and four hereof A.B.A. shall within thirty days after receipt of an account therefor reimburse to C.S.R. all moneys paid by C.S.R. in pursuance of the provisions of clause two hereof.
6. A.B.A. shall keep or cause to be kept full and proper records relating to mining operations undertaken and carried on upon the tenements including details of the quantities of asbestos ore mined and asbestos fibre recovered from month to month and such records shall be made available for inspection by any duly authorised officer or agent of C.S.R. at all reasonable times.
7. Subject to the provisions of clause two hereof A.B.A. shall fully and faithfully observe and conform to the terms and conditions expressed or implied in or subject to which the tenements were issued or granted and shall observe in respect thereto the requirements of the Mining Act 1904 and any Act or Acts amending the same and the regulations for the time being in force thereunder and A.B.A. HEREBY expressly agrees that it will indemnify and keep C.S.R. indemnified against all actions suits proceedings claims costs penalties and losses which may be suffered or incurred by C.S.R. by reason of its failing or of the failure of A.B.A. its servants or agents to fully and properly observe and conform to the terms and conditions expressed in or subject to which the tenements were issued or granted and observe in respect thereto the _____

I HEREBY CERTIFY THAT THIS IS A TRUE
AND CORRECT COPY OF THE ORIGINAL

DIRECTOR
MINING REGISTRATION DIVISION
DATE 11/11/17

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Richard F. Scruggs

requirements and obligations of the said Act or Acts and the regulations thereunder.

8. A.B.A. shall faithfully observe the terms and conditions of any Industrial Award or Agreement made under and in accordance with the provisions of the Industrial Arbitration Act 1912 and/or any amendment thereof and for the time being covering the A.B.A. and its employees engaged in mining operations upon the tenements.
9. This Agreement shall operate from the first day of January 1948 and shall continue thereafter subject to the provisions hereof for a period of ten years and thereafter from year to year until determined by either party giving to the other six months written notice to that effect PROVIDED HOWEVER that in the event of either party going into liquidation (otherwise than for the purpose of reconstruction) or suffering a receiver to be appointed under any charge covering its assets or if either party shall be guilty of default in the observance of the terms and conditions of this agreement and shall fail to remedy any such default within seven days after notice requiring it so to do then and on the happening of any such event the other party shall be at liberty to terminate this agreement summarily by written notice to the other party to that effect PROVIDED FURTHER that the termination of this agreement in any of the events aforesaid shall be without prejudice to the remedies of either party hereto at common law or otherwise in respect of rights accrued hereunder to the date of termination or in respect to any such default.

In Witness whereof the parties hereto have set their hands and seals the day and year first hereinbefore written.

SCHEDULE

<u>Lease No.</u>	<u>Area Acres</u>
MC 309H A	12
177H A	24

THEY CERTIFY THAT THIS IS A TRUE
AND CORRECT COPY OF THE ORIGINAL

RECORDS
MINING DIVISION
DATE 11/1/57

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<u>Lease No.</u>	<u>Area Acres</u>
246H *	30 - 2 - 11
249H *	31 - 1 - 26
250H ✓	40
164H ✓	27
165H ✓	27 - 1 - 2
166H ✓	28
168H ✓	27
171H ✓	24
182H ✓	38 - 1 - 36
186H ✓	53 - 0 - 21
230H ✓	66 - 1 - 18
221H ✓	98
222H ✓	65 - 0 - 30
223H ✓	300
224H ✓	79 - 1 - 0
225H ✓	89
226H ✓	112 - 0 - 23
227H ✓	89
228H ✓	100
229H ✓	200
230H ✓	66 - 3 - 20
231H ✓	78 - 0 - 4
232H ✓	111
NR 8H *	5½
MHL 5L ✓	6½
6L ✓	3½
MC 296H ✓	63
297H ✓	75
298H ✓	75.45
299H ✓	75
300H ✓	75
201H ✓	12

I HEREBY CERTIFY THAT THIS IS A TRUE
AND CORRECT COPY OF THE ORIGINAL.

W. J. Lawrence
DIRECTOR
TRAINING REGISTRATION DIVISION
JAN 11 1987

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F. Scrimos.

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Asbestos Personal Injury
Abrams Lead & copied to
Richard F. Scruggs

4 3298

Lease No.

Area
Acres

2338 X

24

2348

24

2358

24

2368

24

2378

24

I HEREBY CERTIFY THAT THIS IS A TRUE
AND CORRECT COPY OF THE ORIGINAL
DIRECTOR
MINING REGISTRATION DIVISION
DATE 11/11/77

The Common Seal of AUSTRALIAN BLUE
ASBESTOS LIMITED was hereto affixed
by authority of a resolution of
the Directors in the presence of

Director

Director

Secretary

The Board of Directors of the Company, in a
resolution passed on 28/4/48, and signed
by the Directors, authorized the affixing of
the Common Seal of the Company in the presence of

R. W. Hamman
per G. M. Hamman

W. H. H. H.
W. H. H. H.
W. H. H. H.
W. H. H. H.

17-30 AM 9/10/48 239-0-0

REGISTERED - HEAD OFFICE SAME BOOK FOLIO 191, 193, 197, 198, 203, 195, 205, 207
M.N.A. BOOK 1 (MULLAGINE) FOLIO 576
W.R. " (M.N.A. Office) FOLIO 115

Principal Registrar
Dept. of Mines

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