

PLAINTIFF'S
EXHIBIT

10/55.00

PLAINTIFF'S
EXHIBIT

WV-03899

DATED

21st

APRIL 1946

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

EXHIBIT

WV-03899

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



No 2nd 1111

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) particularized 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

Witness my hand
Dept. of M.

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 - 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 neglecting or of the failure of A.B.A. its servant or agent 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

COPIES OF THIS DOCUMENT TO BE
MAINTAINED IN THE ORIGINAL
AND A COPY OF THIS DOCUMENT
TO BE KEPT IN THE ORIGINAL
DATE 11/11/77

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2. A.S.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 Relations Act 1912 and/or any amendment thereof and for the time being covering the A.S.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 two 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 to do so 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>
NO 3008 <i>A</i>	18
1978 <i>A</i>	26

100-443617-100
ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 08-14-2011 BY 60322
UCBAW

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Lease No.	Area Acres
240E *	30 - 2 - 11
243E *	31 - 1 - 26
250E ✓	40
154E ✓	27
155E ✓	27 - 1 - 3
156E ✓	28
160E ✓	27
171E ✓	24
182E ✓	38 - 1 - 36
186E ✓	53 - 0 - 21
220E ✓	64 - 1 - 18
221E ✓	96
222E ✓	65 - 0 - 30
223E ✓	300
224E ✓	79 - 1 - 0
225E ✓	89
226E ✓	112 - 0 - 23
227E ✓	89
228E ✓	100
229E ✓	200
230E ✓	66 - 3 - 20
231E ✓	76 - 0 - 4
232E ✓	111
NR 88 *	54
MHL 5L *	64
5L ✓	34
MC 226E *	63
227E ✓	75
228E ✓	75.45
229E ✓	75
300E ✓	75
201E ✓	12

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

7
100
1982

Produced in the matter of
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Abrams Lead & copied to
F. Scroggs.

Produced in the U.S.A.
Asbestos Personal Injury
Abrams Lead & copied
Richard E. Scruggs

4 32724

2000

2010

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2140

2150

2160

2170

2180

2190

2200

2210

2220

2230

2240

2250

2260

2270

2280

2290

2300

Lease No.

Area
Acres

2328 A

24

2342

24

2358

24

2562

24

2578

24

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

in the presence of
a board of Directors of the Company
at a meeting held at the Company's
Registered Office on the 11th day of
November 1977.

R. W. Stammers
per R. W. Stammers

11/11/77

MINERAL CLAIM BOOK 1 Folios 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

Principal Registrar
Dept. of Mines

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