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the Record in this appeal.

IN THE PRIVY COUNCIL

No. 10 of 1978

O N A P P E A L

FROM THE SUPREME COURT OF NEW SOUTH WALES
COMMON LAW DIVISION

B E T W E E N :

SOUTH COAST BASALT PTY. LIMITED and PIONEER CONCRETE (N.S.W.) PTY LIMITED Appellants
(Plaintiffs)

- and -

R.W. MILLER AND CO. PTY LIMITED Respondent
(Defendant)

A N D B E T W E E N :

HETHKING STEAMSHIPS PTY LIMITED Appellant
(First Cross Defendant)

- and -

R.W. MILLER AND CO. PTY LIMITED Respondent
(Cross Claimant)

(CONSOLIDATED BY ORDER DATED 22ND SEPTEMBER 1977)

SUPPLEMENTAL RECORD

COWARD CHANCE
Royex House,
Aldermanbury Square,
London EC2V 7LD

Solicitors for the
Appellants, South
Coast Basalt Pty Ltd
& Pioneer Concrete
(N.S.W.) Pty Limited

NORTON ROSE BOTTERELL
AND ROCHE,
Kempson House,
Camomile Street,
London EC3A 7AN

Solicitors for the
Appellants, Hethking
Steamships Pty Ltd.

RICHARDS, BUTLER & CO
5 Clifton Street,
London EC2A 4DF

Solicitors for the
Respondent, R.W.
Miller and Co.
Pty Limited

O N A P P E A L

FROM THE SUPREME COURT OF NEW SOUTH WALES
COMMON LAW DIVISION

B E T W E E N :

SOUTH COAST BASALT PTY. LIMITED and Appellants
PIONEER CONCRETE (N.S.W.) PTY.LIMITED (Plaintiffs)

- and -

R.W. MILLER AND CO. PTY. LIMITED Respondent
(Defendant)

AND B E T W E E N :

HETHKING STEAMSHIPS PTY. LIMITED Appellant
(First Cross Defendant)

- and -

R.W. MILLER AND CO. PTY LIMITED Respondent
(Cross Claimant)

(CONSOLIDATED BY ORDER DATED 22ND SEPTEMBER 1977)

SUPPLEMENTAL RECORD

INDEX OF REFERENCE

Exhibit No.	Description of Document	Date	Page No.
D	Pink copy of Delivery Docket No.357028	16th November 1974	2
K	Pioneer Concrete (NSW) Pty.Ltd. Office copy delivery docket No. 171179	18th November 1974	3

Exhibit No.	Description of Document	Date	Page No.
L	Batch of delivery dockets relating to the sale of concrete which became the subject of claims upon the Second Plaintiff, Pioneer Concrete (NSW) Pty.Ltd. <u>Note</u> - only first delivery docket of batch reproduced No.171196	18th November 1974	5
R	Invoices of Second Plaintiff Metropolitan Quarries Division to Marley Ready-Mixed Concrete	18th November and 25th November 1974	7
T	Bundle of copy delivery dockets relating to the deliveries and transfers to Pioneer Concrete (NSW) Plants <u>Note</u> - only first delivery docket in bundle reproduced No.103-357029	16th November 1974	13
W	Extract from Chief Officer's Log Book	14th,15th and 16th November 1974	14
00	Agreement for lease between I.C.I. Australia Limited and South Coast Basalt Pty Limited	22nd December 1972	18
5	Letter Rio Pioneer Gravel Co.Pty.Ltd. to Marley Ready Mixed Concrete Limited and exhibits (Reproduced as to part only)	16th October 1973	69

Exhibit No.	Description of Document	Date	Page No.
9	Uniform Time Charter Hethking Steamships Pty.Ltd. and R.W. Miller & Co.Pty. Limited	3rd October 1974	75
13	Folios 101 and 102 of day book of I.H. Moses		87

Exhibits
Plaintiffs
Exhibits

D

PINK COPY OF DELIVERY DOCKET
No. 357028 - 16th November 1974

Pink copy
of Delivery
Docket
No 357028
16th November
1974

FILE COPY

DATE	CUSTOMER NAME	GROSS				
16/11/74	P.C. Millers	211.00				
CUST. NO.	DELIVER TO	TARE				
248258	1294/1000	7.85				
PRICE	AREA CODE	NET				
		165.15				
CUST. OFFICER	FLIGHT STAMP, INDICATES RECEIPT OF MATERIAL					
PRODUCT NAME	PROD. CODE	TRUCK No.	CARTER	R/T	C RATE	TIME X PL
10-11-01	7103	445	10			8.20
WEIGHED BY	DRIVER'S SIGNATURE	SIGNED BY OR ON BEHALF OF CLIENT WHO ACKNOWLEDGES CONDITIONS OF SALE AND DELIVERY PRINTED OVERLEAF.				
	M. Miller					

Basalt
R. W. Miller etc.

EXHIBIT D

1974

S. Bass
ASSOCIATE

~~PIONEER QUARRIES SYDNEY GROUP~~
A DIVISION OF PIONEER CONCRETE SERVICES LTD.
Administration: 63 GROVE STREET, ST. PETERS, N.S.W. 2044
Supplied by SOUTH COAST BASALT PTY. LTD., BLACKWATTLE BAY. Telephone 660 0600

103 - 357028

EXHIBIT K
Exhibits

15 NOV 1976
 EXHIBIT K
S. Law
 ASSOCIATE

EXHIBITS

K

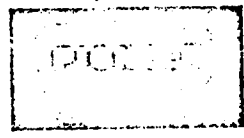
PIONEER CONCRETE (NSW) PTY.LTD.
 - OFFICE COPY DELIVERY DOCKET
 No.171179 - 18th November 1974

Exhibits

Plaintiffs Exhibits

K
 Pioneer Concrete (NSW) Pty.Ltd.
 Office copy delivery docket
 No.171179

18th November 1974



PIONEER CONCRETE (N.S.W.) PTY. LTD.

HEAD OFFICE AND ACCOUNTS

63 GROVE STREET, ST. PETERS, N.S.W. 2044 Telephone: 515-2231
 BLACKWATTLE BAY 660-0460

OFFICE COPY

DATE	18-11-74
CUSTOMER NUMBER	376809
JOB/PRICE NUMBER	130
CUSTOMER ORDER NUMBER	

Name *Civil-Work*
 Deliver to *St. Vincents*
Victoria St.
PM29.

THIS LOAD m ³	MIX DESIG.	AGG.	SLUMP	ADDITIVES
7.0	25	20	80.	

PROG. TOTAL m ³	ADD. WATER	WATER added at the request of customer subject to conditions of sale and delivery overleaf.
7.0		

TOTAL ORDER m ³	TIME	EX PLANT	ON JOB	FINISHED	WAITING TIME
12.0		9:00	9:15		

WAITING TIME accepted subject to conditions of sale and delivery overleaf.

TRUCK No.	Kms	SUR. CODE	SUNDRIES	RATE m ³
351.	3.			

CONCRETE RECEIVED subject to conditions of sale and delivery overleaf.

x M P B...

SUNDRIES added at request of customer

PUNCHED

06/ 171179

RETURNED CONCRETE	RETURNED m ³

Signature

Exhibits

Plaintiffs
Exhibits

K

Pioneer Concrete
(NSW) Pty. Ltd.
Office copy
delivery docket
No. 171179

18th November
1974

(continued)

TERMS AND CONDITIONS OF SALE

A. CONCRETE STRENGTH, ETC.

1. This concrete is supplied in accordance with the relevant S.A.A. Codes and unless otherwise stated on the face of the delivery docket, the S.A.A. "Code for concrete in buildings" AS-CA2-1973 will apply.
2. Testing will not be automatically carried out, however, if instructed a testing programme will be arranged at the customer's expense. Charges for this service will be in accordance with Pioneer's scale of rates. Pioneer does not recognise and will not be bound by test results by others unless concrete is sampled at the agitator chute and sampled in accordance with Australian Standard No. 1379-1973 and tested strictly in accordance with AS Nos. 100-113, 1972.
3. Pioneer will not be liable to, and will be indemnified by the purchaser in respect of any claims made by the purchaser or any third party which arise out of any defects which may develop in the concrete which are due to:
 - (a) faulty handling, placing or curing of the concrete or faulty job practice by the purchaser or its sub-contractors or any other person. Claims will not be recognised unless received in writing not later than five weeks after date of pouring of the concrete.
 - (b) the addition of any water or other material to the concrete either before or after discharge from the delivery unit without the express instructions of a representative of Pioneer. Drivers of the delivery vehicles shall not for the purchase hereof be deemed to be a representative of Pioneer.
 - (c) the addition of any additives to the concrete at the request or specification of the purchaser, unless Pioneer confirms the same in writing.
4. The strength characteristics of the concrete are those shown on the face of the delivery docket and upon signing the docket the customer becomes bound by the information shown thereon. Purchasers should ensure that the strength shown accords with the specification.
5. Pioneer's guarantee of the strength of the concrete becomes inoperative if the concrete is not in situ within 14 hours of leaving plant or if any of the events referred to in Clause 3 above shall occur. The time of leaving plant is shown on delivery docket.
6. Although the Company undertakes to supply concrete in accordance with Clause 1 above, if to do so necessitates the addition of a cooling or a heating agent, the cost thereof will be charged as an extra.
7. Unless otherwise stated in the quotation, prices are based upon slumps not exceeding 80 mm, using 20 mm maximum size aggregate. Slumps in excess of 80 mm are subject to an extra charge.

B. DELIVERY

1. Pioneer will not be liable in any manner whatsoever for delay in delivery or non-delivery which is attributable to transport delays, plant or equipment breakdowns, unavailability of materials or any other cause whatsoever which is beyond the control of Pioneer.
2. Delivery must be accepted and effected by the purchaser as soon as possible from the time of arrival of delivery vehicle on site. If delivery is not effected as quickly as possible the purchaser will pay to Pioneer compensation at the waiting time rate charged by Pioneer from time to time.
3. No charge shall be made for waiting time if the discharge is completed within twenty minutes or at the rate of seven minutes per cubic metre, whichever ever period be the greater. Waiting time in excess thereof will be charged at the ruling rate.
4. Delivery will only be made to the kerbside. If at the request of the purchaser the delivery vehicle enters the job area the purchaser will indemnify Pioneer against all claims from any person which arise out of such entry or by the presence of the vehicle in the job area.

C. PRICE AND PAYMENT

1. Surcharges at rates currently being charged from time to time are payable by the purchaser to Pioneer in the following events:
 - (a) The purchaser requiring deliveries before the hour of 6.00 a.m. or after the hour of 4.00 p.m.
 - (b) The purchaser requiring deliveries on Saturdays.
 - (c) The purchaser requiring deliveries on Sundays or Public Holidays.
 - (d) The purchaser requiring deliveries of less than three cubic metres.The current rates of surcharge charged by Pioneer should be ascertained by the purchaser before order.
2. Prices referred to herein are based on current material, labour, administrative and transport costs. In the event of any increase in any of these costs this quotation shall be no longer valid and prices charged shall increase in accordance with the increase in such costs.
3. The amount charged is based upon the quantity shown on the face of the delivery docket. Upon signing the docket the purchaser becomes bound by the information shown thereon and no claims for short deliveries will be entertained by Pioneer.
4. In the event of orders being placed and then cancelled the purchaser will pay to Pioneer all costs incurred by Pioneer up to the time of cancellation and Pioneer's assessment of these costs shall be binding on the purchaser.
5. The purchaser will pay the price of the concrete to Pioneer either prior to discharge or, if credit arrangements have been made, within thirty days of date of statement. All amounts not paid by the purchaser within thirty days of date of statement shall bear interest at the rate of 9 1/2% p.a. from statement date until payment. All amounts received by Pioneer will be credited first against interest.
6. In the event of any dispute arising between Pioneer and the purchaser the purchaser will pay to Pioneer the amount then owing to Pioneer which amount will be held by Pioneer until the determination of the dispute and the purchaser shall not commence any action or claim against Pioneer in any court whatsoever before paying such amount to Pioneer.

D. GENERAL

1. Any reference to the purchaser in these terms and conditions means and includes the purchaser his employees agents and sub-contractor. The actions or signatures of any person appearing to have the authority of the purchaser so to do shall bind the purchaser.
2. All other guarantees, warranties or undertakings expressed or implied and whether arising by statute or otherwise are hereby expressly negated and these terms and conditions are the only terms and conditions of the contract between Pioneer and the purchaser. These terms and conditions cannot be altered except by Pioneer's duly authorised representative in writing.

EXHIBITS

L

BATCH OF DELIVERY DOCKETS RELATING TO THE SALE OF CONCRETE WHICH BECAME THE SUBJECT OF CLAIMS UPON THE SECOND PLAINTIFF (only first docket in the batch reproduced No.171196 dated 18th November 1974)

Exhibits
Plaintiffs
Exhibits
L

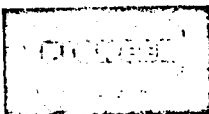
Batch of delivery dockets relating to the sale of concrete which became the subject of claims upon the Second Plaintiff (only first docket in the batch reproduced No. 1196 dated 18th November 74)

South Coast Supply & Bldg. Materials

EXHIBIT *L*

15 NOV 1976

ASSOCIATE



PIONEER CONCRETE (N.S.W.) PTY. LTD.

HEAD OFFICE AND ACCOUNTS

63 GROVE STREET, ST. PETERS, N.S.W. 2044 Telephone: 519-2233
BLACKWATTLE BAY 600-0400

OFFICE COPY

DATE	18-11-74
CUSTOMER NUMBER	376809
JOB/PRICE NUMBER	130
CUSTOMER ORDER NUMBER	

Name *Civil Civic*
Deliver to *St. Vincent's Victoria St. PM/29*

THIS LOAD m ³	MIX DESIG.	AGG.	SLUMP	ADDITIVES
5.0	25	20	75	

PROG. TOTAL m ³	ADD. WATER	WATER added at the request of customer subject to conditions of sale and delivery overleaf.
12.0		

TOTAL ORDER m ³	TIME	EX PLANT	ON JOB	FINISHED	WAITING TIME
12.0		10.40			

WAITING TIME accepted subject to conditions of sale and delivery overleaf.

TRUCK No.	Kms	SUR. CODE	SUNDRIES	RATE m ³
375	3			

SUNDRIES added at request of customer

CONCRETE RECEIVED subject to conditions of sale and delivery overleaf.

1 P generally
PUNCHED 09/11/74

RETURNED CONCRETE	RETURNED m ³	Signature

Exhibits

Plaintiffs
Exhibits

L

Batch of delivery
dockets relating
to the sale of
concrete the
subject of Claims
upon the Second
Plaintiff
(only first docket
in the batch
reproduced
No. 171196 dated
18th November
1974)

(continued)

TERMS AND CONDITIONS OF SALE

A. CONCRETE STRENGTH, ETC.

1. This concrete is supplied in accordance with the relevant S.A.A. Codes and unless otherwise stated on the face of the delivery docket, the S.A.A. Code for concrete in buildings AS-CA2-1973 will apply.
2. Testing will not be automatically carried out, however, if instructed a testing programme will be arranged at the customer's expense. Charges for this service will be in accordance with Pioneer's scale of rates. Pioneer does not recognise and will not be bound by test results by others unless concrete is sampled at the agitator chute and sampled in accordance with Australian Standard No. 1379-1973 and tested strictly in accordance with AS Nos. 100-113, 1972.
3. Pioneer will not be liable to, and will be indemnified by the purchaser in respect of any claims made by the purchaser or any third party which arise out of any defects which may develop in the concrete which are due to:
 - (a) faulty handling, placing or curing of the concrete or faulty job practice by the purchaser or its sub-contractors or any other person. Claims will not be recognised unless received in writing not later than five weeks after date of pouring of the concrete.
 - (b) the addition of any water or other material to the concrete either before or after discharge from the delivery unit without the express instructions of a representative of Pioneer. Drivers of the delivery vehicle shall not for the purchase hereof be deemed to be a representative of Pioneer.
 - (c) the addition of any additives to the concrete at the request or specification of the purchaser, unless Pioneer confirms the same in writing.
4. The strength characteristics of the concrete are those shown on the face of the delivery docket and upon signing the docket the customer becomes bound by the information shown thereon. Purchasers should ensure that the strength shown accords with the specification.
5. Pioneer's guarantee of the strength of the concrete becomes inoperative if the concrete is not in situ within 14 hours of leaving plant or if any of the events referred to in Clause 3 above shall occur. The time of leaving plant is shown on the delivery docket.
6. Although the Company undertakes to supply concrete in accordance with Clause 1 above, if to do so necessitates the addition of a cooling or a heating agent, the cost thereof will be charged as an extra.
7. Unless otherwise stated in the quotation, prices are based upon slumps not exceeding 80 mm, using 20 mm maximum size aggregate. Slumps in excess of 80 mm are subject to an extra charge.

B. DELIVERY

1. Pioneer will not be liable in any manner whatsoever for delay in delivery or non-delivery which is attributable to transport delays, plant or equipment break-downs, unavailability of materials or any other cause whatsoever which is beyond the control of Pioneer.
2. Delivery must be accepted and effected by the purchaser as soon as possible from the time of arrival of delivery vehicle on site. If delivery is not effected as quickly as possible the purchaser will pay to Pioneer compensation at the ruling rate charged by Pioneer from time to time.
3. No charge shall be made for waiting time if the discharge is completed within twenty minutes or at the rate of seven minutes per cubic metre, whichever period be the greater. Waiting time in excess thereof will be charged at the ruling rate.
4. Delivery will only be made to the kerbside. If at the request of the purchaser the delivery vehicle enters the job area the purchaser will indemnify Pioneer against all claims from any person which arise out of such entry or by the presence of the vehicle in the job area.

C. PRICE AND PAYMENT

1. Surcharges at rates currently being charged from time to time are payable by the purchaser to Pioneer in the following events:
 - (a) The purchaser requiring deliveries before the hour of 6.00 a.m. or after the hour of 4.00 p.m.
 - (b) The purchaser requiring deliveries on Saturdays.
 - (c) The purchaser requiring deliveries on Sundays or Public Holidays.
 - (d) The purchaser requiring deliveries of less than three cubic metres.The current rates of surcharge charged by Pioneer should be ascertained by the purchaser before order.
2. Prices referred to herein are based on current material, labour, administrative and transport costs in the event of any increase in any of these costs this quotation shall be no longer valid and prices charged shall increase in accordance with the increase in such costs.
3. The amount charged is based upon the quantity shown on the face of the delivery docket. Upon signing the docket the purchaser becomes bound by the information shown thereon and no claims for short deliveries will be entertained by Pioneer.
4. In the event of orders being placed and then cancelled the purchaser will pay to Pioneer all costs incurred by Pioneer up to the time of cancellation and Pioneer's assessment of these costs shall be binding on the purchaser.
5. The purchaser will pay the price of the concrete to Pioneer either prior to discharge or, if credit arrangements have been made, within thirty days of date of statement. All amounts not paid by the purchaser within thirty days of date of statement shall bear interest at the rate of 9% p.a. from statement date until payment. All amounts received by Pioneer will be credited first against interest.
6. In the event of any dispute arising between Pioneer and the purchaser the purchaser will pay to Pioneer the amount then owing to Pioneer which amount will be held by Pioneer until the determination of the dispute and the purchaser shall not commence any action or claim against Pioneer in any court whatsoever before paying such amount to Pioneer.

D. GENERAL

1. Any reference to the purchaser in these terms and conditions means and includes the purchaser his employees agents and sub-contractor. The actions or signatures of any person appearing to have the authority of the purchaser so to do shall bind the purchaser.
2. All other guarantees, warranties or undertakings expressed or implied and whether arising by statute or otherwise shall be expressly superseded by these terms and conditions which are the only terms and conditions of the contract between Pioneer and the purchaser. These terms and conditions cannot be altered except by Pioneer's duly authorised representative in writing.

EXHIBITS

R

INVOICES PIONEER CONCRETE (NSW)
PTY.LTD. METROPOLITAN QUARRIES
DIVISION TO MARLEY READY-MIXED
CONCRETE LTD. - 18th November
1974 and 25th November 1974

Exhibits

Plaintiffs
Exhibits

R

Invoices
Pioneer
Concrete (NSW)
Pty.Ltd.
Metropolitan
Quarries
Division to
Marley Ready-
Mixed Concrete
Ltd.

18th November
1974 and
25th November
1974

Metropolitan Quarries Pty. Ltd.

EXHIBIT R
S. S. S.
ASSOCIATE

115 NOV 1976

756

PIONEER CONCRETE (N.S.W.) PTY. LTD.

METROPOLITAN QUARRIES DIVISION

63 GROVE ST., ST. PETE. N.S.W., 2044 Telephone: 5'9 2233

MARLEY READY MIXED CONCRETE
P O BOX 36,
GUILFORD

2161

ACCOUNT
NUMBER

402779

INVOICE No. 7913

PAGE No. 4

DATE 13/11/74

DATE	DOCKET NUMBER	CUSTOMER ORDER No.	DELIVERED TO:	PRODUCT	TONNES OR C.M.	PRICE	VALUE
					BROUGHT FORWARD		1039.0
/11/74	356911	5000	ALEXANDRIA	BASALT	25.10	6.66	167.0
/11/74	356913	5000	ALEXANDRIA	BASALT	23.70	6.66	157.0
/11/74	356920	5000	ALEXANDRIA	BASALT	27.20	6.66	181.0
/11/74	356922	5000	ALEXANDRIA	BASALT	22.40	6.66	149.0
/11/74	356924	5000	ALEXANDRIA	BASALT	25.20	6.66	167.0
/11/74	356931	5000	ALEXANDRIA	BASALT	21.70	6.66	144.0
/11/74	356932	5000	ALEXANDRIA	BASALT	24.30	6.66	161.0
/11/74	356940	5000	ALEXANDRIA	BASALT	22.90	6.66	152.0
/11/74	357000	5000	ALEXANDRIA	BASALT	22.40	6.66	149.0
/11/74	357009	5000	ALEXANDRIA	BASALT	27.35	6.66	182.0
/11/74	357013	5000	ALEXANDRIA	BASALT	22.90	6.66	152.0
/11/74	357017	5000	ALEXANDRIA	BASALT	26.85	6.66	178.0
/11/74	357023	5000	ALEXANDRIA	BASALT	22.90	6.66	152.0
/11/74	357026	5000	ALEXANDRIA	BASALT	27.65	6.66	184.0
/11/74	357033	5000	ALEXANDRIA	BASALT	26.00	6.66	173.0
/11/74	357034	5000	ALEXANDRIA	BASALT	21.00	6.66	139.0
/11/74	357043	5000	ALEXANDRIA	BASALT	22.60	6.66	150.0
/11/74	357046	5000	ALEXANDRIA	BASALT	27.00	6.66	179.0
/11/74	357055	5000	ALEXANDRIA	BASALT	26.00	6.66	173.0
/11/74	357072	5000	ALEXANDRIA	BASALT	23.60	6.66	157.0
/11/74	357077	5000	ALEXANDRIA	BASALT	24.00	6.66	159.0
/11/74	357080	5000	ALEXANDRIA	BASALT	23.20	6.66	154.0
					CARRIED FORWARD		1446.0

Exhibits

Plaintiffs
Exhibits

R

Invoices
Pioneer
Concrete (NSW)
Pty.Ltd.
Metropolitan
Quarries
Division to
Marley Ready-
Mixed Concrete
Ltd.

18th November
1974 and
25th November
1974

(continued)

PIONEER CONCRETE (N.S.W.) PTY. LTD.

METROPOLITAN QUARRIES DIVISION

83 GROVE ST., ST. PETE. N.S.W. 2044 Telephone: 519 2233

MARLEY READY MIXED CONCRETE
P O BOX 36,
GUILFORD

2161

ACCOUNT
NUMBER

402772

INVOICE No. 1913

PAGE No. 5

DATE 18/11/74

DATE	DOCKET NUMBER	CUSTOMER ORDER NO.	DELIVERED TO:	PRODUCT	TONNES OR C.M.	PRICE	VALUE
					BROUGHT FORWARD		149863.72
1/74	357084	5000	ALEXANDRIA	BASALT	25.40	6.66	159.16
1/74	357085 ✓	5000	ALEXANDRIA	BASALT	23.20	6.66	154.51
1/74	357088	5000	ALEXANDRIA	BASALT	25.10	6.66	167.17
1/74	357089	5000	ALEXANDRIA	BASALT	24.20	6.66	161.17
1/74	357093	5000	ALEXANDRIA	BASALT	25.10	6.66	167.17
1/74	357094 ✓	5000	ALEXANDRIA	BASALT	22.70	6.66	151.13
1/74	357101	5000	ALEXANDRIA	BASALT	25.80	6.66	170.50
1/74	357102 ✓	5000	ALEXANDRIA	BASALT	24.70	6.66	164.50
1/74	357110	5000	ALEXANDRIA	BASALT	24.80	6.66	163.08
1/74	357111 ✓	5000	ALEXANDRIA	BASALT	23.00	6.66	153.18
						TOTAL	16085.17

PIONEER CONCRETE (N.S.W.) PTY. LTD.

METROPOLITAN QUARRIES DIVISION

83 GROVE ST., ST. PETERS, N.S.W., 2044 Telephone: 519 2233

MARLEY READY MIXED CONCRETE
P O BOX 36,
GUILFORD

2181

ACCOUNT
NUMBER

302779

INVOICE No. 8103

PAGE No. 1

DATE 25/11/74

Exhibits

Plaintiffs
Exhibits

R

Invoices
Pioneer
Concrete (NSW)
Pty. Ltd.
Metropolitan
Quarries
Division to
Marley Ready-
Mixed Concrete
Ltd.

18th November
1974 and
25th November
1974

(continued)

DATE	DOCKET NUMBER	CUSTOMER ORDER NO.	DELIVERED TO:	PRODUCT	TONNES OR C.M.	PRICE	VALUE
11/74	356979	5000	ALEXANDRIA	BASALT	29.00	6.66	193.14
11/74	356985	5000	ALEXANDRIA	BASALT	27.00	6.66	179.82
11/74	357131	5000	ALEXANDRIA	BASALT	27.05	6.66	180.13
11/74	357139	5000	ALEXANDRIA	BASALT	25.35	6.66	170.16
11/74	357143	5000	ALEXANDRIA	BASALT	26.35	6.66	175.31
11/74	357145	5000	ALEXANDRIA	BASALT	22.00	6.66	146.52
11/74	357152	5000	ALEXANDRIA	BASALT	27.15	6.66	180.81
11/74	357163	5000	ALEXANDRIA	BASALT	21.70	6.66	144.52
11/74	357164	5000	ALEXANDRIA	BASALT	27.35	6.66	182.15
11/74	357172	5000	ALEXANDRIA	BASALT	21.40	6.66	142.52
11/74	357180	5000	ALEXANDRIA	BASALT	27.35	6.66	183.40
11/74	357182	5000	ALEXANDRIA	BASALT	21.40	6.66	142.52
11/74	357189	5000	ALEXANDRIA	BASALT	28.35	6.66	188.81
11/74	357192	5000	ALEXANDRIA	BASALT	21.40	6.66	142.52
11/74	357201	5000	ALEXANDRIA	BASALT	28.15	6.66	187.40
11/74	357204	5000	ALEXANDRIA	BASALT	21.70	6.66	144.52
11/74	357207	5000	ALEXANDRIA	BASALT	27.35	6.66	182.15
11/74	357210	5000	ALEXANDRIA	BASALT	21.40	6.66	142.52
11/74	357214	5000	ALEXANDRIA	BASALT	28.35	6.66	188.81
11/74	357218	5000	ALEXANDRIA	BASALT	22.10	6.66	147.10
11/74	357225	5000	ALEXANDRIA	BASALT	21.40	6.66	142.52
11/74	357233	5000	ALEXANDRIA	BASALT	22.00	6.66	146.52
11/74	356989	5000	ALEXANDRIA	BASALT	24.70	6.66	164.50
					CARRIED FORWARD		3799.50

Exhibits

Plaintiffs
Exhibits

R

Invoices
Pioneer
Concrete (NSW)
Pty.Ltd.
Metropolitan
Quarries
Division to
Marley Ready-
Mixed Concrete
Ltd.

18th November
1974 and
25th November
1974

(continued)

PIONEER CONCRETE (N.S.W.) PTY. LTD.

METROPOLITAN QUARRIES DIVISION

63 GROVE ST., ST. PETERS, N.S.W., 2044 Telephone: 519 2233

MARLEY READY MIXED CONCRETE
P O BOX 36,
GUILFORD

2161

ACCOUNT
NUMBER

402779

INVOICE No. 8183

PAGE No. 2

DATE 25/11/74

DATE	DOCKET NUMBER	CUSTOMER ORDER No.	DELIVERED TO:	PRODUCT	TONNES OR C.M.	PRICE	VALUE
					BROUGHT FORWARD		3799.20
11/74	356992	5000	ALEXANDRIA	BASALT	25.10	6.66	167.10
11/74	357244	5000	ALEXANDRIA	BASALT	23.70	6.66	157.00
11/74	357249	5000	ALEXANDRIA	BASALT	22.20	6.66	147.00
11/74	357359	5000	ALEXANDRIA	BASALT	30.00	6.66	199.80
11/74	357365	5000	ALEXANDRIA	BASALT	26.10	6.66	173.00
11/74	357371	5000	ALEXANDRIA	BASALT	22.20	6.66	147.00
11/74	357382	5000	ALEXANDRIA	BASALT	29.15	6.66	194.10
11/74	357334	5000	ALEXANDRIA	BASALT	23.20	6.66	154.50
11/74	357336	5000	ALEXANDRIA	BASALT	26.10	6.66	173.00
11/74	357391	5000	ALEXANDRIA	BASALT	22.00	6.66	146.50
11/74	154153	5000	ALEXANDRIA	CRUSHED GRAVEL	20.92	6.66	139.00
11/74	154159	5000	ALEXANDRIA	CRUSHED GRAVEL	22.46	6.66	149.00
11/74	154175	5000	ALEXANDRIA	CRUSHED GRAVEL	26.83	6.66	178.00
11/74	154177	5000	ALEXANDRIA	CRUSHED GRAVEL	22.51	6.66	149.00
11/74	154205	5000	ALEXANDRIA	CRUSHED GRAVEL	18.16	6.66	120.00
11/74	355302	5000	ALEXANDRIA	BASALT	21.40	6.66	142.50
11/74	355305	5000	ALEXANDRIA	BASALT	25.00	6.66	166.50
11/74	355306	5000	ALEXANDRIA	BASALT	28.35	6.66	192.10
11/74	355309	5000	ALEXANDRIA	BASALT	21.90	6.66	145.00
11/74	355312	5000	ALEXANDRIA	BASALT	25.83	6.66	172.10
11/74	355313	5000	ALEXANDRIA	BASALT	25.60	6.66	170.50
11/74	355324	5000	ALEXANDRIA	BASALT	27.45	6.66	182.00
					CARRIED FORWARD		7377

PIONEER CONCRETE (N.S.W.) PTY. LTD.
 METROPOLITAN QUARRIES DIVISION
 GROVE ST., ST. PETE. N.S.W., 2044 Telephone: 519 2233

MARLEY READY MIXED CONCRETE
 P O BOX 38,
 GUILFORD 2161

ACCOUNT
 NUMBER
 1602779

INVOICE No. 8133

PAGE No. 3

DATE 25/11/74

Exhibits

Plaintiffs
 Exhibits

R

Invoices
 Pioneer
 Concrete (NSW)
 Pty. Ltd.
 Metropolitan
 Quarries
 Division to
 Marley Ready-
 Mixed Concrete
 Ltd.

18th November
 1974 and
 25th November
 1974

(continued)

DATE	DOCKET NUMBER	CUSTOMER ORDER No.	DELIVERED TO:	PRODUCT	TONNES OR C.M.	PRICE	VALUE
					BROUGHT FORWARD		7373.00
1/74	355530	5000	ALEXANDRIA	BASALT	27.35	6.66	182.15
1/74	355533	5000	ALEXANDRIA	BASALT	28.00	6.66	186.48
1/74	355535	5000	ALEXANDRIA	BASALT	26.15	6.66	174.16
1/74	355537	5000	ALEXANDRIA	BASALT	22.40	6.66	149.18
1/74	355540	5000	ALEXANDRIA	BASALT	26.00	6.66	173.16
1/74	355541	5000	ALEXANDRIA	BASALT	21.40	6.66	142.52
1/74	355542	5000	ALEXANDRIA	BASALT	29.35	6.66	195.86
1/74	355543	5000	ALEXANDRIA	BASALT	21.40	6.66	142.52
1/74	357464	5000	ALEXANDRIA	BASALT	23.30	6.66	155.18
11/74	357481	5000	ALEXANDRIA	BASALT	28.85	6.66	192.13
11/74	357482	5000	ALEXANDRIA	BASALT	26.60	6.66	177.16
11/74	357494	5000	ALEXANDRIA	BASALT	27.35	6.66	182.15
11/74	357495	5000	ALEXANDRIA	BASALT	24.60	6.66	163.84
11/74	355549	5000	ALEXANDRIA	BASALT	23.70	6.66	157.80
11/74	355550	5000	ALEXANDRIA	BASALT	22.70	6.66	151.10
11/74	355551	5000	ALEXANDRIA	BASALT	24.30	6.66	161.08
11/74	355552	5000	ALEXANDRIA	BASALT	26.60	6.66	177.16
11/74	355553	5000	ALEXANDRIA	BASALT	23.70	6.66	157.80
11/74	355554	5000	ALEXANDRIA	BASALT	25.10	6.66	167.17
11/74	355555	5000	ALEXANDRIA	BASALT	24.20	6.66	161.17
11/74	355556	5000	ALEXANDRIA	BASALT	25.40	6.66	169.16
11/74	154263	5000	ALEXANDRIA	CRUSHED GRAVEL	23.15	6.66	154.18
					CARRIED FORWARD		11027.60

Exhibits

Plaintiffs
Exhibits

R

Invoices
Pioneer
Concrete (NSW)
Pty. Ltd.
Metropolitan
Quarries
Division to
Marley Ready-
Mixed Concrete
Ltd.

18th November
1974 and
25th November
1974

(continued)

PIONEER CONCRETE (N.S.W.) PTY. LTD.
METROPOLITAN QUARRIES DIVISION
3 GROVE ST., ST. PETE. N.S.W. 2044 Telephone: 519 2233

MARLEY READY MIXED CONCRETE P O BOX 36, GUILFORD	2161	ACCOUNT NUMBER 302779
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INVOICE No. 8183

PAGE No. 4

DATE 25/11/74

	DOCKET NUMBER	CUSTOMER ORDER No.	DELIVERED TO:	PRODUCT	TONNES OR C.M.	PRICE	VALUE
					BROUGHT FORWARD		11037.5
/11/74	154265	5000	ALEXANDRIA	CRUSHED GRAVEL	19.39	6.66	129.1
/11/74	154275	5000	ALEXANDRIA	CRUSHED GRAVEL	27.08	6.66	180.5
/11/74	154282	5000	ALEXANDRIA	CRUSHED GRAVEL	23.23	6.66	153.9
/11/74	154305	5000	ALEXANDRIA	CRUSHED GRAVEL	26.13	6.66	174.0
/11/74	154323	5000	ALEXANDRIA	CRUSHED GRAVEL	22.27	6.66	148.3
/11/74	154366	5000	ALEXANDRIA	CRUSHED GRAVEL	24.63	6.66	164.0
/11/74	355553	5000	ALEXANDRIA	BASALT	23.50	6.66	156.5
/11/74	355559	5000	ALEXANDRIA	BASALT	25.30	6.66	168.3
/11/74	355560	5000	ALEXANDRIA	BASALT	25.60	6.66	170.5
/11/74	355561	5000	ALEXANDRIA	BASALT	27.00	6.66	179.8
/11/74	355565	5000	ALEXANDRIA	BASALT	25.60	6.66	170.5
/11/74	355571	5000	ALEXANDRIA	BASALT	25.60	6.66	170.5
/11/74	355573	5000	ALEXANDRIA	BASALT	25.60	6.66	170.5
/11/74	355580	5000	ALEXANDRIA	BASALT	21.40	6.66	142.3
/11/74	355589	5000	ALEXANDRIA	BASALT	22.00	6.66	146.5
/11/74	357323	5000	ALEXANDRIA	BASALT	25.30	6.66	168.3
						TOTAL	13716.5

South Coast Road R. H. Miller etc.

T

76 NOV 1975

T
B. Ban

EXHIBITS
T

BUNDLE OF COPY DELIVERY DOCKETS RELATING TO THE DELIVERIES AND TRANSFER TO PIONEER CONCRETE (NSW) PLANTS - Note - only first delivery docket in bundle reproduced, No. 103-357029 - 16th November 1974

Exhibits
Plaintiffs Exhibits
T
Bundle of copy delivery dockets relating to the deliveries and transfers to Pioneer Concrete (NSW) plants
Note - only first delivery docket in bundle reproduced
No. 103-357029
103-357029

~~PIONEER-CHAMPNEE-SHERWIN-GROUP~~
A DIVISION OF PIONEER CONCRETE SERVICES LTD.
Administration: 63 GROVE STREET, ST. PETERS, N.S.W. 2044

Supplied by SOUTH COAST CASALT PTY. LTD., BLACKWATTLE BAY. Telephone 680 0500

E I M CE T S	16/11/74	CUSTOMER NAME	<i>B. C. NSW</i>			GROSS	26.00
	245255	DELIVER TO	<i>As indicated</i>			TARE	6.65
			AREA CODE		NET	19.35	
PLANT STAMP INDICATES WEIGHT TOLERANCE							
PRODUCT NAME		PLANT CODE	TRUCK NO.	CENTER	R/T	C. DATE	WEEK A/T
10. m.m.		1105	346	10			
WEIGHED BY		DRIVER'S SIGNATURE		SIGNED BY OR ON BEHALF OF CLIENT WHO ACKNOWLEDGES CONDITIONS OF SALE AND DELIVERY PRINTED OVERLEAF			
<i>[Signature]</i>		<i>[Signature]</i> 12577		<i>[Signature]</i>			

V-1 Book - 14, 15, 16, 17

Book 14, 15, 16, 17

W.

E. Law

*References original books
returned to
Miss. Reporting*

Exhibits

Plaintiffs
Exhibits

W

Extract from
Chief Officer's
Log Book

14th 15th, and
16th November
1974

EXHIBITS

W

EXTRACT FROM CHIEF OFFICER'S
LOG BOOK - 14th, 15th and
16th November 1974

Exhibits
Plaintiffs Exhibits
W
Extract from Chief Officer's
Log Book
14th, 15th and 16th November 1974
(cont'd)

445-25C

THE CLUTHA
CHIEF OFFICER'S LOG BOOK

5:14.V. *Calango* from *Stoney* towards *Her. New. Sydney*

HOURS	COURSES				ERROR		WINDS		Sea	Sky	Visi- bility	Baro- meter	Air Temp	Sea Temp	Log Reading	REMARKS, Etc. (Data carefully checked and corrected.)
	True	Gyro	Stand- dard	Stand- ing	Gyro	Stand- dard	Direction	Force								
11	035		015	015	10E											2107 Baranjoey Hk Lt. 4 5.17
12																2305 Norah Hk Lt. 4 1.70
13																117.100.075 sea low 1/2 gull track 1/2 to main
14							SSE	7/2	3/2	3/8	7	1033	19.5			0506 SBE. present entry removed 10.00
15																06.10 X in Newcastle Bk. 06.53 1st. 1st. 1st. 1st.
16																07.25 F.W.E. 1st. 1st. 1st. 1st.
17																07.07.30 - 07.30 1st. 1st. 1st. 1st.
18																08.10 - 09.15
19																09.35 SBE 09.45 1st. 1st. 1st. 1st.
20																10.3 1st. 1st. 1st. 1st. 11.15 1st. 1st. 1st. 1st.
21																11.15 sea 1st. 1st. 1st. 1st. 1st.
22																
23																
24																

CURRENT SET AND DRIFT							Total Engine Revs.
True Course made to Now	Distance in Nautical Miles	Latitude		Longitude		Steaming Time	Speed
		By Act	Obs.	By Act	Obs.		
Days Run	Total	Total	Total	Total	Total	Total	Total

WHEEL AND LOOK-OUT	WATER IN HOLDS	WATER IN TANKS	REGULATION LIGHTS EXHIBITED	
			From midnight till	From sunset till midnight
WATCH				
00-04				
04-08				
08-12				
12-16				
16-20				
20-24				

Officer. *B.J. Bradeham* Master. *R. R.* Chief Officer.

"THE CLUTHA" CHIEF OFFICER'S LOG. PATTERN No. 18. Copyright. B.S. & F..G

Exhibits
 Plaintiffs Exhibits
 W
 Extract from Chief Officer's
 Log Book
 14th, 15th and 16th November 1974
 (cont'd)

46 - 4 B.M.

*
 "THE CLYDE"
 S.S./M.V. Labargo from Adriatic towards Bass Point
CHIEF OFFICER'S LOG BOOK

HOURS	COURSES				ERROR		WINDS		Sea	Sky	Visi- bility	Baro- meter	Air Temp	Sea Temp	Log Read- ing	REMARKS, Etc. <small>(Note corrections when boats are used)</small>
	True	Gyro	Stand- ard	Star- board	Gyro	Stand- ard	Direc- tion	Force								
01																Friday 15 th day of November 1974
02																1/2 SS. Miller Wharf Blackwater Bay.
03																DEP. DRAFT F 8'2" A 11'8" H 9'11"
04																
05																06 ⁰⁵ 532. 06 ⁰⁵ East Off.
06																07 ¹⁵ P.A.L. Sydney Heads 1/2 180°
07 ¹⁵	130		135	132	121E											
08 ¹⁵	130		135	132	121E	SSW	11	3/4	3/8	7	1022	17				Slight haze, but this is fairly fine & cloudy
09																08 ⁴⁵ P. Banks by 200' on 3.5M 1/2 200°
10																10 ⁰⁰ Hails above sailing tanks in N.2 hold
11																Bridge opened, pumps unable to reduce level of water, but N.2 & 11 tanks have been
12						SSW	3	3	3/8	7	1023	17				

CURRENT SET AND DRIFT

True Course made to Noon	0130 ⁰⁰	Latitude	42° 14' S	Longitude	152° 02' E	Steamer Time	12:02	Speed	12.0	Total Engine Revs.
Days Run	1 st day	Distance per Log	50 M	Error, per cent		Magnetic Variation				

Hour	True Course	Distance	Latitude	Longitude	Wind	Force	Sea	Sky	Visi- bility	Baro- meter	Air Temp	Sea Temp	Log Read- ing	REMARKS, Etc.
13	130	50 M	42° 15' S	152° 02' E										1225 Hails, but 1/2 1/2 0.7 SAH & above
14														14 ¹⁰ P. SS. Bass Pt. Wharf. 1/2 180°
15														14 ¹⁰ P. SS. Bass Pt. Wharf. 1/2 180°
16					SSW	3	2	3/8	7	1021	22			Tank: 358 x 10 mm N.2. 1.22 & 2.0 mm
17	029		017	017	131E									1635 East Off. 1/2 up. 1/2 up. 1/2 up.
18														1650 R.F.A.
19														
20					SSW	3	3/4	3/8	7	1022	17			Slight haze, but this is fairly fine & cloudy
21-24	017													20 ¹⁵ P. Banks 1/2 on 1.0M
22														20 ¹⁵ 532. East Sydney Heads.
23														2306 F.W.E. 1/2 180° 5.5M 1/2 180°
24														1/2 180° 1/2 180° & fine

WHEEL AND LOOK-OUT

WATCH	WHEEL	LOOK-OUT	WATER IN HOLDS	WATER IN TANKS	REGULATION LUBES RE-ILLIERS
00-04			No. 1	No. 1	From midnight till
04-08	Royal David		No. 2	No. 2	Amant 1/2
08-12	Royal Markie		No. 3	No. 3	
12-16			No. 4	No. 4	
16-20	CONEGON GONZALEZ		No. 5	No. 5	SICK 1/2
20-24	Royal David		No. 6	Deep	1/2 180° (P)
			Eng. R'm	Fore Peak	
			After P's		

H. J. Drostkan Master. C. G. Chief O.

"THE CLYDE" CHIEF OFFICER'S LOG. PATTERN No. 16. Copyright. B.S. & F.G.

EXHIBITS

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AGREEMENT FOR LEASE BETWEEN I.C.P.
AUSTRALIA LIMITED and SOUTH COAST
BASALT PTY LTD. dated 22nd September 1972

00

GRANT: YELDHAM, J.

South Coast R. W. Miller
Basalt etc etc

By: 00

L. Carr
ASSOCIATE

211-11-76

THIS DEED made the 22nd day of December One thousand nine hundred and seventy-two BETWEEN I.C.I. AUSTRALIA LIMITED (formerly known as Imperial Chemical Industries of Australia and New Zealand Limited) a company incorporated in the State of Victoria and having its registered office in New South Wales at 69 Macquarie Street Sydney (hereinafter called or included in the expression "the Lessor") of the one part and SOUTH COAST BASALT PTY. LIMITED a company incorporated in the State of New South Wales having its registered office at 63 Grove Street St.Peters in the said State (hereinafter called or included in the expression "Lessee") of the other part and at the request of PIONEER CONCRETE SERVICES LIMITED a company duly incorporated in the State of New South Wales and having its registered office at 63 Grove Street St.Peters in the said State (hereinafter called or included in the expression "the Guarantor")

10

20

W H E R E A S :

A. By a Deed of Covenant and Town Planning Consent dated the 21st August 1968 between the Lessor of the one part and the Council of the Municipality of Shellharbour (hereinafter referred to as "the Council") of the other part (hereinafter referred to as "the development application deed") the Council consented to the development of certain land owned by the Lessor at Bass Point as a basalt quarry and the levelling of such land to render it suitable for development as an industrial site on the terms and conditions therein set out.

30

B. It has been agreed between the Lessor and the Lessee that the Lessee will carry out the said development on the terms and conditions set out in the development application deed and these presents.

40

C. The Council has consented pursuant to Clause 2 of the development application deed to the said development being carried out by the Lessee.

D. Under Clause 4 of the development application deed the Lessor is required to transfer certain lands to the Council subject to the

Exhibits

Plaintiffs Exhibits

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Agreement for Lease between I.C.I. Australia Limited & South Coast Basalt Pty. Ltd.

22nd December 1972

(continued)

Exhibits

Plaintiffs
Exhibits
00

Agreement for
Lease between
I.C.I.
Australia
Limited &
South Coast
Basalt Pty.
Ltd.

22nd December
1972

(continued)

conditions therein set out and

E. On completion of the transfer to the Council of the lands referred to in the previous recital the Lessor has agreed to grant and the Lessee to take a lease of part of the said land owned by the Lessor for the term and subject to the covenants and conditions as herein contained subject to the Lessee having first had a plan of subdivision of the land to be leased approved by the proper authorities and registered at its own expense

10

NOW THIS DEED WITNESSETH AND THE PARTIES
HERETO HEREBY COVENANT AND AGREE AS FOLLOWS :-

1. THE Lessor will grant and the Lessee will take a lease of that part of the said land owned by the Lessor at Bass Point shown in red on the plan annexed hereto and marked with the letter "A" (hereinafter referred to as "the demised premises") for the term and upon and subject to the covenants terms and conditions contained in the form of lease annexed hereto and marked with the letter "B" (hereinafter referred to as "the annexed lease") and subject as herein provided.

20

2. THIS Deed is subject to and conditional upon the Lessor as soon as appropriate survey plans have been prepared approved and registered transferring to the Council the lands referred to in Clause 4 of the development application deed subject to the terms and conditions therein set out.

30

3. THIS deed is also subject to and conditional upon the Lessee at its expense having a plan of subdivision of the demised premises approved by the proper authority or authorities and registered and the Lessee agrees that it will at its expense do all acts pay all such moneys or cause all such works to be carried out as may be necessary and use every endeavour with due expedition to obtain such consent and to register the plan of subdivision as required by law. If such plan of subdivision is not approved by the proper authority or authorities or if such plan of subdivision when approved by such authority or authorities differs substantially from the plan a copy of which is annexed hereto

40

and marked with the letter "A" the Lessee may elect to enter into a licence agreement with the Lessor in respect of the demised premises on the same terms and conditions as are contained in the annexed lease except in so far as such terms and conditions are inconsistent with the concept of a licence agreement or submit for approval of the proper authority or authorities and if approved register a fresh plan of subdivision on the same terms and conditions as apply to the plan of subdivision firstly mentioned in this clause provided that such fresh plan of subdivision shall be acceptable to the Lessor AND PROVIDED FURTHER that if the Council shall approve a plan of subdivision of part only of the demised premises which is acceptable to the Lessor the Lessee may register such a plan and may take a lease on the same terms and conditions as are contained in the annexed lease of that part of the demised premises included in the said plan of subdivision and may enter into a licence agreement with the Lessor on the same terms and conditions as are contained in the annexed lease except in so far as such terms and conditions are inconsistent with the concept of a licence agreement in respect of that part of the demised premises not included in the said plan of subdivision.

4. IT is acknowledged that the Lessee has been in occupation of the demised premises since the 19th day of February 1970, and notwithstanding anything contained in this Deed the Lessee will pay to the Lessor from the 19th day of February, 1970, and throughout the term of this Deed the royalties calculated and payable in the manner provided for in the annexed lease.

5. UNLESS otherwise agreed by the parties hereto in writing the term of the lease shall commence on the date on which the plan of subdivision is registered as aforesaid or the date on which the transfer by the Lessor to the Council of the lands referred to in Clause 4 of the development application deed is completed whichever is the later.

6. ANY lease granted pursuant to this Deed and this Deed shall be prepared by the Lessor's Solicitors at the expense of the Lessee and

Exhibits

Plaintiffs
Exhibits

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Agreement for
Lease between
I.C.I.
Australia
Limited &
South Coast
Basalt Pty.
Ltd.

22nd December
1972

(continued)

Exhibits

Plaintiffs
Exhibits

00

Agreement for
Lease between
I.C.I.
Australia
Limited &
South Coast
Basalt Pty.
Ltd.

22nd December
1972

(continued)

the Lessee shall pay all stamp duty payable thereon. The lease shall be in the form of the annexed lease and shall be completed by the insertion therein of :-

- (a) the date of commencement thereof
- (b) the date thereof, and
- (c) the appropriate reference to title

7. UNTIL the lease has been duly executed and delivered by the Lessee to the Lessor the Lessor and the Lessee shall be bound by the terms and conditions and the covenants and provisions contained or implied in the annexed lease as if a lease in such form had been duly executed and delivered. 10

8. IN consideration of the Lessor entering into this Deed at the request of the Guarantor the Guarantor hereby expressly guarantees to the Lessor the due and punctual payment of all royalties and other moneys and the due and punctual performance and observance of all covenants conditions and provisions in this Deed contained to be respectively paid performed and observed by the Lessee and the Guarantor hereby further covenants with the Lessor that this guarantee shall be a continuing guarantee (any rule of law or equity to the contrary notwithstanding) and that the liability of the Guarantor hereunder shall continue until each and every obligation on the part of the Lessee under this deed is duly performed and completed and the liability of the Guarantor hereunder shall not be abrogated altered prejudiced or affected by any neglect or forbearance by the Lessor or by the granting by the Lessor to the Lessee of time or by any other forbearance act or thing done permitted or omitted it being the intent that the guarantee and obligations of the Guarantor hereunder shall be absolute and unconditional in any and all circumstances and the Guarantor hereby covenants and agrees to hold the Lessor indemnified against all losses damages expenses and costs which the Lessor may incur by reason of any breach or default on the part of the Lessee under its covenants and obligations contained in this deed 20 30 40

IN WITNESS WHEREOF the parties hereto have

executed these presents on the day and year first hereinbefore written

THE COMMON SEAL of I.C.I.)
AUSTRALIA LIMITED (formerly)
known as Imperial Chemical)
Industries of Australia)
and New Zealand Limited)
was hereunto affixed by the)
authority of the Director)
whose signature appears)
hereunder)

10

(Sgd)
Director

(Sgd)

Assistant Secretary

THE COMMON SEAL of SOUTH)
COAST BASALT PTY. LIMITED)
was hereunto affixed by)
authority of its Board of)
Directors and in the)
presence of :)

20

THE COMMON SEAL of PIONEER)
CONCRETE SERVICES LIMITED)
was hereunto affixed by)
authority of its Board of)
Directors and in the)
presence of :-)

Exhibits

Plaintiffs
Exhibits

00

Agreement for
Lease between
I.C.I.
Australia
Limited &
South Coast
Basalt Pty.
Ltd.

22nd December
1972

(continued)

Agreement for Lease between I.C.I. Australia Limited & South Coast Basalt Pty. Ltd.

22nd December 1972

(continued)

Registered:
C.A.:
Title System:
Purpose:
Ref. Map:
Last Plan:

PLAN of Subdivision of Lot 4 in D.P.

Scale: 8 chains to an inch

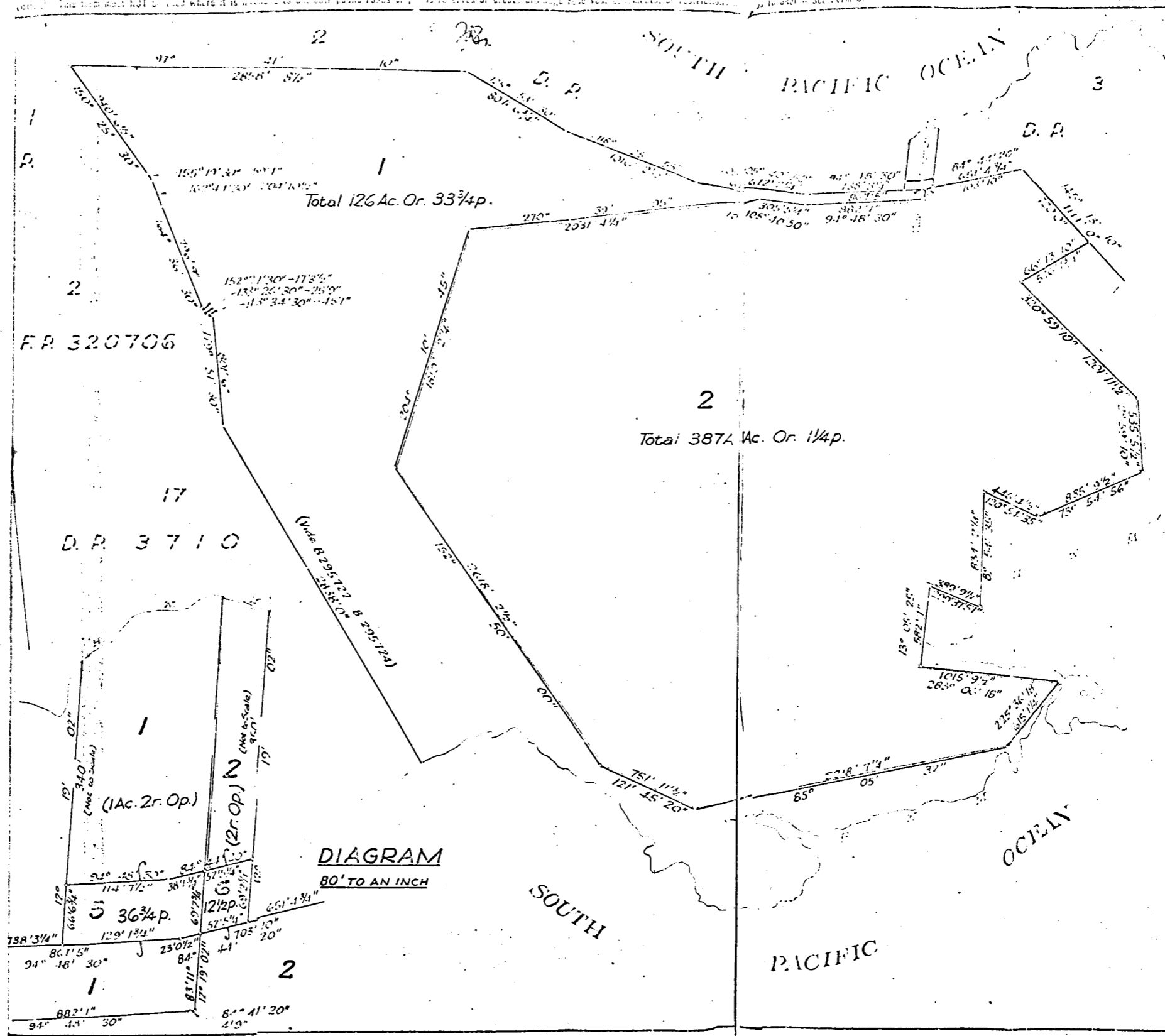
Min. Shellharbour
Locality: Shellharbour
Parish: Kemangong
County: Camden

John Kirkwood Curdie
of Kent & Curdie, 20 Wyke St, Belconnen
a surveyor registered under the Surveyors Act 1929 as amended, hereby certifies that the survey contained in this plan is a true and correct survey of the land shown in accordance with the Survey Practice Regulations, 1933, and was completed on 1/12/72.

Signature
Surveyor registered under Surveyors Act 1929 as amended.

Council Clerk's Certificate
I hereby certify that:
(a) the requirements of the Local Government Act 1929, other than the requirements for the registration of a plan; and
(b) the requirements of section 248 of the Metropolitan Water, Sewerage and Drainage Act 1928 in applying this plan to the Metropolitan Water, Sewerage and Drainage Act 1928 as amended,
have been complied with by the applicant in relation to the proposed (insert new road or subdivision) set out herein.
Subdivision No.
Date
(Signature) Council Clerk.

*This part of certificate to be deleted where the subdivision is only for the opening of a new road or where the land to be subdivided is being subject to the provisions of operations of the Metropolitan Water, Sewerage and Drainage Board and the Hunter District Water Board.
(Delete if inapplicable.)



WARNING: Plan Drawing only to appear in this space.

SURVEYOR'S REFERENCE 5112



NEW SOUTH WALES
MEMORANDUM OF LEASE

REAL PROPERTY ACT, 1900
(To be lodged in duplicate)

OFFICE USE ONLY

Table with 2 columns and 2 rows. The bottom-left cell contains the letter 'S'.

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(continued)

1. The instrument shall be signed by the parties to the lease in the presence of a Justice of the Peace or a Registrar of the Land Registry, and the signature of the party to be bound shall be attested by the Justice or Registrar.

(1) I.C.I. AUSTRALIA LIMITED (formerly known as Imperial Chemical Industries of Australia and New Zealand Limited) having its registered office in New South Wales at 69 Macquarie Street Sydney
hereinafter referred to as the LESSOR

being registered proprietor of an estate in fee simple⁽¹⁾

in the land hereinafter described, subject to the following encumbrances and interests

2. If an instrument is registered in the Land Registry, the Registrar shall be deemed to have notice of the instrument.

(2)

at the request of Pioneer Concrete Services Limited (hereinafter called or hereinafter included in the expression Guarantor) hereby leases to

3. If the instrument is registered in the Land Registry, the Registrar shall be deemed to have notice of the instrument.

(3) SOUTH COAST BASALT PTY. LIMITED having its registered office at 63 Grove Street, St. Peters in the said State
hereinafter referred to as the LESSEE

4. Notwithstanding anything to the contrary contained in this lease, the Lessee shall not be bound by any mortgage or other encumbrance created by the Lessor after the date of the registration of this lease.

all those premises known as⁽⁴⁾

5. The land described in the following schedule shall be and shall remain subject to the provisions of the Real Property Act, 1900, and the provisions of any Act relating to the registration of instruments.

the land described in the following schedule

Reference to title		Whole or Part	Description of land if part only ⁽⁵⁾	County	Parish
Volume	Folio				
7281	169	Part	being Lot 2 in Deposited Plan No. <i>TOGETHER with the right limited as hereinafter provided in common with the Lessor and other invitees to use the easement for access over the jetty erected or to be erected at the highwater mark of Lot 2 in Deposited Plan No. and the access road referred to as "the demised premises"</i>	Camden	Terragong

6. Add any encumbrances, mortgages, etc., intended to be granted or reserved.

Handwritten note: X The easement for water pipeline 6 ft wide over Lot 2 in Deposited Plan No

The lessee holds as tenant for a term of 50 years commencing on the

and terminating on the

at the yearly rent of ---

payable as follows:-----

AND THE LESSEE takes subject to the following covenants, conditions and restrictions, viz:

1. Those implied by sections 9 and 10 of the Conveyancing Act, 1919, as are not expressly negatived or modified hereinafter.

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1. THIS Lease shall be subject to the terms and conditions (excepting Clauses 4 and 6 thereof) of a Deed of Covenant and Town Planning Consent dated the 21st August, 1968, between the Lessor of the one part and the Council of the Municipality of Shellharbour (hereinafter referred to as "the Council") of the other part relating to the development of that part of the demised premises referred to therein (which part is hereinafter referred to as "the development land") as a Basalt Quarry the levelling of the development land to render it suitable for development as an industrial site and the reclamation and raising of certain adjoining swamp land to render it suitable for development as an industrial site (hereinafter referred to as "the development application deed") a copy of which is set out in Appendix "A" hereto and of the development approval issued by the Council on the 29th August, 1968, a copy of which is set out in Appendix "B" hereto and the Lessee shall fulfil the obligations and carry out the proposals financial and otherwise imposed on and/or undertaken by the Lessor under the development application deed on the terms and conditions (excepting Clauses 4 and 6 thereof) set out therein and the development approval and shall relieve the Lessor in respect of such obligations and proposals.

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2. WITHOUT prejudice to the aforesaid :-

(a) The Lessee shall reduce the levels of the development land to about the 50ft contour with all expedition and leave it level and even Provided that if the Lessee shall reduce the levels below the 50ft contour (and it shall do so only with the prior consent of the Council) it shall raise such reduced levels to the 50ft contour with material quarried from the development lands which is not suitable for use as quarry products and consolidate the levels at the 50ft contour

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(b) the development land shall be levelled by the Lessee in fifty acre parcels the position whereof and the order in which such parcels are to be levelled shall be nominated by the Lessor and each such parcel shall be levelled at about the 50ft contour before the Lessee commences

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to level another parcel PROVIDED ALWAYS that nothing in this clause shall require the Lessee to move the site of its plant and PROVIDED FURTHER that if the Lessee should reasonably require any quarry materials which it cannot obtain from the fifty acre parcel then being levelled it may with the Lessor's consent which shall not unreasonably be withheld obtain such quarry materials from another part of the development land

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(c) the Lessee will if required by the Lessor give the Lessor a registrable surrender of this Lease in respect of any part of the development land levelled at about the 50ft contour even though the part so levelled may be less than fifty acres in area PROVIDED that the surrendering of such part of the development lands does not interfere with the quarry operation of the Lessee AND PROVIDED FURTHER that the Lessor shall not permit any part of the lands so surrendered to be used in a manner so as to restrict the Lessee in any way whatsoever in working the development lands and in its use of the demised premises and of the jetty

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(d) concurrently with the reduction of the levels of the development land to about the 50ft contour as aforesaid the Lessee shall with all expedition raise the adjacent swamp land lying to the north of Killalea Beach to about the 50ft contour with materials quarried from the development lands which are not suitable for use as quarry products and leave it level and even provided that the Lessee shall on request of the Lessor cease to fill and level any part of the swamp land not then levelled to about the 50ft contour provided that the Lessee can make suitable alternative arrangements for the disposal of all materials produced by the levelling of the development land and which are not suitable for use as quarry materials.

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(e) the Lessee will fill the swamp land by commencing filling that part of the swamp land contiguous with the development land to a level of about the 50ft contour and then proceeding in a westerly direction in

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such manner that an area immediately contiguous to that part already raised to about the 50ft contour will be raised to about the 50ft contour before the Lessee commences to fill another part of the swamp land.

3. (a) The Lessee shall pay to the Lessor the following royalties :
- (i) during the first twenty and one half years of the term of this lease the royalties set out in Appendix "C" hereto 10
 - (ii) during the remainder of the term and any renewal thereof a royalty the amount of which will be reviewed every ten years the first such review to be made on the expiration of the first half of the twenty-first year of the term. The royalty to be paid during the ten year period commencing on the expiration of the first half of the twenty-first year as aforesaid shall be the royalty payable under Appendix "C" for the twentieth and the first half of the twenty-first year of the term increased in the case of each royalty payment to offset any depreciation in the value of the Australian dollar which shall have taken place between the date of commencement of this lease and the date of review and any further such depreciation which shall be anticipated to take place before each instalment of royalty becomes payable. The royalty to be paid during each subsequent ten year period shall be the royalty payable immediately prior to the date of review increased in the case of each royalty payment to offset any depreciation in the value of the Australian dollar which shall have taken place between the date of commencement of the previous ten year period and the date of review and any further such depreciation which shall be anticipated to take place before each instalment of royalty becomes payable PROVIDED THAT any dispute between the Lessor and the Lessee as to the amount of the 20 30 40 50

royalty during each ten year period referred to above shall be determined by the Reserve Bank of Australia or some other mutually acceptable authority and the determination of the Reserve Bank of Australia or such other mutually acceptable authority shall be binding on both the Lessor and the Lessee

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10 PROVIDED THAT minimum royalties as from the beginning of the fifth year of the term shall be payable based on a hypothetical total tonnage for the fourth year of the lease of 400,000 tons and thereafter increased by four per cent cumulative on the previous year up to 800,000 tons per year which shall be the minimum tonnage for the remainder of the period of the lease.

20 (b) Royalties shall be paid in accordance with Clause 3(c) hereof on actual tonnage but at the end of each five year period starting at the beginning of the fifth year the Lessee shall pay the Lessor the amount (if any) by which the royalties calculated on the minimum tonnages for that period exceeds the actual royalties paid or payable in respect of that period. Notwithstanding the aforesaid provisions of this clause the total minimum royalties payable for the first four years shall be as follows :-

30	First year	\$10,000.00
	Second year	\$16,000.00
	Third year	\$16,000.00
	Fourth year	\$20,000.00

40 (c) Royalties shall be calculated from the 19th day of February, 1970, and payments shall be made half-yearly within thirty days of the 19th day of February and the 19th day of August throughout the term of this lease calculated on the tonnage sold during the previous half-year the first of such payments to be made within thirty days of the 19th day of August 1970

(d) In settling the said royalties the ton shall be taken as 2240 pounds and such royalties respectively shall be paid in respect of all quarry materials sold

(e) Notwithstanding the provisions of this clause

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the royalty rate payable in respect of the blue metal dust for each half-year of the term of this lease shall be an amount equivalent to that proportion of the royalty rate payable under subclauses (a) and (b) of this clause for that half-year which the average for the half-year ex bin selling price per ton at Bass Point of blue metal dust bears to the average for the half-year ex bin selling price per ton at Bass Point of one inch to three-sixteenths of an inch crushed and screened blue metal and the royalty rate payable in respect of road base products for each half-year of the term of this lease shall be an amount equivalent to that proportion of the royalty rate payable under subclauses (a) and (b) of this clause for that half-year which the average for the half-year ex bin selling price per ton at Bass Point of road base product bears to the average for the half-year ex bin selling price per ton at Bass Point of one inch to three-sixteenths of an inch crushed and screened blue metal but in no event shall the royalty rate payable on blue metal dust or road base products be greater than the royalties as provided in subclauses (a) and (b) of this clause.

(f) The Lessor may vary the royalties hereby reserved if the Lessee shall at any time show to the satisfaction of the Lessor that there has been a substantial decrease over several years in the overall market for quarry materials the subject of this lease

(g) For the purposes only of this clause Appendix "C" and the other clauses herein relating to the payment of royalties the term of this lease shall be deemed to have commenced on the 19th February, 1970

4. The Lessee shall cause the weight of quarry materials sold by virtue of this Lease to be duly ascertained to the satisfaction of the Lessor or its Surveyor and shall not remove or suffer to be removed any of the same from the demised premises without the weight thereof being so ascertained and for the purpose of the calculation of the royalties payable hereunder the weight of the quarry materials aforesaid shall be certified by the Lessee's Auditor whose certificate shall be prima facie evidence of the weight of the quarry materials aforesaid

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5. The Lessee shall keep or cause to be kept proper books of account wherein shall be entered the quantities of quarry materials sold by virtue of this lease with the dates of sale and all such other particulars as may in the opinion of the Lessor be necessary or convenient for ascertaining the amount of the royalties to be paid hereunder and shall permit the Lessor or his agent at all reasonable times to inspect the said books of account and to take copies thereof or extracts therefrom and within thirty days after each date for payment of royalties shall make out and deliver to the Lessor or his agent a sufficient abstract of the said books of account showing how the royalties paid or payable on that date were calculated.

6. The Lessee may with the prior consent of the Council erect and operate on such part of the development land as may be agreed to by the Lessor a hot mix plant and a concrete plant provided that the plans and specifications in respect thereof shall first be approved in writing by the Lessor and provided further that the operation of such plants shall at all times comply with the reasonable requirements of the Lessor.

7. Subject to Clause 27 the Lessee will not use or occupy the demised premises or any part thereof or suffer the demised premises or any part thereof to be used or occupied for any purpose other than those referred to in this lease without the prior written consent of the Lessor which shall not unreasonably be withheld nor will the Lessee erect or make or suffer to be erected or made on the demised premises any buildings plant or other improvements or make or suffer to be made any structural alterations to any buildings plant or other improvements already erected or made on the demised premises without the prior written consent of the Lessor which shall not unreasonably be withheld

8. The Lessee shall in the use of the demised premises comply with any legally binding order or direction of the Council or any competent authority. Both the Lessor and the Lessee shall liase in respect of matters and procedures the subject of this lease in order to maintain a satisfactory relationship with the Council or other authority.

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9. The Lessee shall bear pay and discharge all existing and future rates taxes assessments duties impositions outgoings and burdens whatsoever imposed or charged upon the demised premises or the produce thereof or the jetty and wharfage facilities or any buildings machinery or works or the royalties hereby reserved or upon the Lessor or Lessee in respect thereof or payable by either in respect thereof PROVIDED ALWAYS that for the purposes of this lease land tax shall be assessed as though the demised premises are the only property owned by the Lessor and PROVIDED FURTHER that the Lessee shall not be responsible for payment of any income tax and receipt duty which may be payable by the Lessor on the royalties payable to the Lessor under this lease.

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10. The Lessee shall and does hereby indemnify the Lessor against all actions proceedings claims and demands in respect of loss injury damage or liability arising out of and incidental to the Lessee's use of the demised premises the access road and the jetty and the Lessee's operations in the adjoining swamp land except in so far as such loss injury damage or liability is caused by the negligence of the Lessor.

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11. The Lessee shall keep the quarries hot mix plant concrete plant access road jetty and other works in good condition and secured by fence or otherwise against accident.

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12. The Lessee shall not during the continuance of this lease assign transfer demise sublet or part with the possession or by any act or deed procure the demised premises or any part thereof to be assigned transferred demise sublet unto or put into the possession of any person or persons without the prior consent in writing of the Lessor.

13. The Lessor or agent or employee of the Lessor and all persons authorised by the Lessor may at all reasonable times enter the demised premises to examine and view the condition and state of repair thereof and the quarries plants jetty access road and all works and properties of the Lessee and may serve on the Lessee a notice in writing requiring the Lessee within a reasonable time to maintain and repair the same in accordance with the covenants or agreements

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10 contained in this lease and that the Lessee will repair and maintain the demised premises plant quarries jetty access road and all other works and properties in accordance with and within the time mentioned in such notice as far as the Lessee may be liable to do so under this lease and in default of the Lessee so doing it shall be lawful for but not obligatory on the Lessor by its agents with workmen and others and with all necessary materials and appliances from time to time to enter on to the demised premises the quarries plants jetty access road and all works and properties of the Lessee and execute the required repairs and maintenance at the expense of the Lessee and the Lessee shall pay to the Lessor on request the cost of such repairs and maintenance.

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20 14. These presents are executed upon the express condition that if and whenever the royalties hereby payable or any part thereof shall be in arrear or unpaid for thirty days after the same shall have become due and the Lessee shall not within a period of seven days after notice requesting payment given by the Lessor at any time after the expiration of the said period of thirty days have complied with such notice or if the Lessee shall at any time cease to quarry quarry materials for a period of twelve successive months or if the Lessee shall go into liquidation whether voluntary (save for the purpose of amalgamation or reconstruction) or compulsory or in the case of an assign of the Lessee not being a corporation shall become bankrupt or make any assignment for the benefit of or enter into any arrangement or composition with its creditors or if and whenever there shall be a breach in any of the covenants terms or conditions of the development application deed on the part of the Lessee to be performed and observed and which breach shall not have been remedied within two months of notice by the Lessor to do so or by the date specified in any notice from the Council either to the Lessor or the Lessee to do so (provided that if any such notice is given by the Council to the Lessor the Lessor will forthwith notify the Lessee thereof) whichever is the earlier or where the remedy of the breach involves a major modification to any plant of the Lessee within a reasonable period of notice by the Lessor to do so or by the date specified in any notice from the Council either to the Lessor or

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the Lessee to do so (provided that if any such notice is given by the Council to the Lessor the Lessor shall forthwith notify the Lessee thereof) whichever is the earlier or if and whenever there shall be a breach in any of the covenants terms or conditions of this lease on the part of the Lessee to be performed and observed and which breach shall not have been remedied within two months of notice by the Lessor to do so or within a reasonable period of notice by the Lessor to do so where the remedy of the breach involves a major modification to any plant of the Lessee then and in every or any such case it shall be lawful for the Lessor (although the Lessor may not have taken advantage of some previous breach or default of a like nature) immediately thereon or at any time thereafter by notice in writing to declare that this lease is determined and thereupon this lease shall absolutely cease and determine and the Lessor lawfully may immediately thereon or at any time thereafter without notice or demand re-enter (forcibly if necessary) the demised premises or any part thereof in the name of the whole and may repossess retain and enjoy as of its former estate and thereby determine the estate and interest therein of and expel and remove the effects of the Lessee and those claiming under the Lessee at the cost of the Lessee without being taken or decreed guilty of any manner of trespass and without prejudice to any claim or right of action which the Lessor may have against the Lessee by reason of the breach or non-performance of any of the covenants terms or conditions herein contained or implied and in the case of default in payment of any royalty whether or not the Lessor determines the lease as aforesaid the Lessee will pay the Lessor interest thereon at the rate of \$8.00 per centum per annum until payment computed from the date thirty days after the royalty shall have become due

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15. The Lessee shall have the option to renew this lease by giving six months notice in writing to the Lessor before the end of the fifty year term on the terms and conditions herein contained but only for such period as may be necessary to reduce the levels of the development land to about the 50ft contour and to raise the adjacent swamp land to approximately the same level. If at any time during the present fifty year term

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the whole of the development land has been reduced to about the 50ft contour and the adjacent swamp land raised to approximately the same level with material quarried from the development lands referred to in Clause 2(d) then the Lessor or the Lessee may terminate this lease on giving three months written notice to the other. On such termination everything herein shall cease and be void save in respect of anything which ought to be performed or observed upon determination of the lease and without prejudice to any rights of the Lessor or the Lessee existing at the date of termination.

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16. At the expiry or earlier termination of this lease notwithstanding anything herein to the contrary the Lessee shall remove at its expense all buildings works, jetties, wharfage facilities, machinery plant and equipment except roads and drainage works but shall first give the Lessor the option in writing to purchase at fair market valuation any building works including the jetty and wharfage facilities and other fixed machinery plant and equipment such fair market valuation in the event of disagreement between the parties to be determined by a member of the Commonwealth Institute of Valuers appointed by the President of the said Institute whose determination shall be final and binding on the parties.

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17. The Lessor may by itself or its agents at all reasonable times during the term of this lease with workmen and others and all necessary materials and appliances enter upon the demised premises or any part thereof for the purpose of complying with the terms of any present or future legislation affecting the demised premises and of any notices served upon the Lessor or Lessee by the Board of Health Licensing Municipal or other competent authority involving the destruction of noxious weeds or animals or the carrying out of any repairs alterations or works of a structural character which the Lessee may not be bound or if bound may neglect to do and also for the purpose of exercising the powers and authorities of the Lessor under this lease.

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18. The Lessee will during the term of this lease comply with all lawful statutes ordinances proclamations orders or regulations present or

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future affecting or relating to the use of the demised premises by the Lessee and with all lawful requirements which may be made or notices or orders which may be given by any governmental semi-governmental city municipal health licensing civic or any other authority having jurisdiction or authority over or in respect of the use of the demised premises and will keep the Lessor indemnified in respect of all such matters. 10

19. The Lessee will pay the Lessor's reasonable costs of this lease and the stamp duty and registration fees payable thereon together with any stamp duty and costs and fees incurred on any surrender thereof.

20. Should the Lessee at any time during the term of this lease be able to show to the satisfaction of the Lessor that because of a major technological change resulting in other materials being used as a substitute for the quarry materials the quarrying of quarry materials is no longer an economic proposition the Lessor shall release the Lessee from the terms of this lease without prejudice to any claim or right of action which the Lessor may have against the Lessee for any antecedent breach of covenant and upon the Lessee giving the Lessor an indemnity against any claims demands suits or actions which the Council may make have or bring against the Lessor under the development application deed (except under Clauses 4 or 6 thereof) and the Lessee shall take all reasonable steps to reduce the existing excavation scar to a minimum and will comply with all provisions of condition 10 of the Schedule of Conditions annexed to the development application deed. 20 30

21. If for any reason other than a technological change of the type referred to in Clause 20 hereof the quarrying of quarry materials is at any time during the term of this lease no longer an economic proposition for the Lessee the Lessee may submit a proposal to the Lessor regarding any changes in the terms and conditions of this lease it may consider desirable but there shall be no obligation on the part of the Lessor to consider or agree to such proposal. 40

22. At any time during the term of this lease

the Lessor may erect storehouses and construct other storage areas on any part of the demised premises which has been reduced to about the 50ft contour but which has not been surrendered to the Lessor as hereinbefore provided or any of the adjacent swamp land which has been raised to about the 50ft contour provided that such storehouses or storage areas shall not interfere with the Lessee's ability to reduce the balance of the development land to about the 50ft contour or raise the balance of the said swamp land to about the 50ft contour and shall not otherwise prejudice the permitted use of the demised premises by the Lessee under this lease. The Lessor shall not use any part of the demised premises surrendered as hereinbefore provided so as to interfere with the Lessee's ability to reduce the balance of the development land to about the 50ft contour or raise the balance of the said swamp land to about the 50ft contour or so as to otherwise prejudice the permitted use of the demised premises by the Lessee under the terms of this lease.

23. The Lessee shall not remove or cause or allow to be removed from the demised premises without the prior written consent of the Lessor any materials obtained or produced by the Lessee in the course of quarrying or levelling the development land which are unsuitable for use as quarry materials and such materials will be retained and used by the Lessee for the purpose of filling in the adjacent swamp land and/or raising the level of the development land to the 50ft contour.

24. Should the development application deed be terminated for any reason prior to the termination of this lease the Lessee shall not be required to complete the reduction of the development land to about the 50ft contour and the raising of the adjacent swamp land to about the 50ft contour but the Lessee will use every effort to reduce the existing excavation scar to a minimum and will comply with all provisions of Condition 10 of the Schedule of Conditions annexed to the development application deed.

25. The Lessee may with the prior written consent of the Council and the Lessor leave a wind barrier in the form of an unexcavated wall of rock on the southern boundary of the

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development land.

26. (a) Subject to receiving the prior written consent of the Council the Lessee and/or any party nominated by the Lessee may use the jetty for the loading and unloading of materials other than quarry materials provided that in the opinion of the Lessor such materials cannot be regarded as damaging to or competitive with any interest or produce of the Lessor and provided further that the loading and unloading of such materials shall not constitute a breach of the development application deed 10
- (b) Subject to receiving the prior written consent of the Council -
- (i) the Lessor (subject to the consent of the Lessee which shall not be unreasonably withheld and which shall be given on such reasonable terms and conditions as may be agreed upon between the Lessor and the Lessee) and 20
- (ii) the Lessor's lessees and tenants in respect of other lands owned by the Lessor at Bass Point and the Lessor's licensees and invitees (subject to the consent of the Lessee which shall be given on such terms and conditions as may be agreed upon between the Lessee and the party wishing to use the works as hereinafter defined) may also use the jetty and the plant machinery and works installed on that part of the demised premises to the north of Lot 6 in Deposited Plan No. for the purpose of conveying quarry products to the jetty (all of which the said jetty and the said plant machinery and works are referred to in this subclause as "the works") for the loading and unloading of any of its or their materials or products paying to the Lessee a fee at a rate per ton to be mutually agreed upon provided that such loading 40

and unloading will not interfere with the operations of the Lessee under this lease and the permitted use of the works under this clause and provided further that such materials or products cannot be regarded as damaging to or competitive with the Lessee in its use of the demised premises and provided further that such loading and unloading shall not constitute a breach of the development application deed

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27. The Lessor reserves the right for itself its lessees tenants licensees and invitees to occupy and use or permit to be occupied and used such part of the demised premises as is not from time to time being levelled to about the 50ft contour for such purposes as it may see fit provided that such purposes shall not interfere with the Lessee's ability to reduce the balance of the development land to about the 50ft contour or raise the balance of the said adjoining swamp land to about the 50ft contour.

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28. The Lessee acknowledges that it has notice of the tenancies or occupancies of portion of the demised premises by E.R. & S. Co.Limited and Illawarra Pistol Club and that this lease is subject to such tenancies and occupancies. The Lessor will if required by the Lessee terminate the lease with Illawarra Pistol Club as provided for in that lease and grant the Illawarra Pistol Club a licence of such part of the demised premises and on such terms and conditions as may be approved by the Lessee. When the Lessee commences to level that part of the development land occupied by E.R. & S.Co.Limited the Lessor will use its best endeavours to terminate the lease of E.R. & S.Co.Limited or grant to E.R. & S. Co. Limited a new lease of another part of the demised premises which lease shall be deemed concurrent with this lease and is hereby consented to by the Lessee.

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29. The Lessor reserves full right and liberty for itself its lessees tenants licensees and invitees to pass and repass over the demised premises by foot animal vehicle or otherwise in order to have access to the jetty subject to

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Clause 26 hereof and all other lands in the Bass Point area owned by the Lessor which would otherwise be inaccessible to the Lessor its lessees tenants licensees and invitees provided that in the exercise of the rights hereby conferred there shall be no interference with the operations of the Lessee under this lease.

30. The Lessee is aware that the Council has applied to the Minister for Local Government for the suspension of the provisions of the Illawarra Planning Scheme Ordinance zoning that part of the land hatched green in the plan annexed to the development application deed as "Open Space (Public Parks and Recreation)" and that the State Planning Authority has agreed in principle to recommend to the Minister that that part of the land so hatched above the 50ft contour which part is included in the demised premises should be so suspended and it is hereby agreed and declared that unless and until an amending scheme effecting the suspension becomes a prescribed scheme the Lessee will not level quarry develop or carry out any other operations on that part of the land hatched green as aforesaid above the 50ft contour. It is further agreed and declared that if that part of the land hatched green as aforesaid above the 50ft contour is not suspended as aforesaid and the Council acquires such land or the whole of the land hatched green on the said plan from the Lessor with compensation as provided for in Clause 6 of the development application deed nothing herein shall operate as an assignment to the Lessee of the right to compensation which right shall remain vested in the Lessor.

31. The Lessee will at all times keep that part of the road to Killalea Beach which crosses the demised premises open to the public for access by foot animal vehicle or otherwise.

32. The Lessee will at its own expense maintain in good order and repair and fence with cattleproof fencing to the satisfaction of the Lessor the access road constructed by it in compliance with Clause 7 of the development application deed. The said access road shall be the only road used by the Lessee for

the purposes of access from and to the demised premises and the Tourist Road referred to in the recitals and Clause 5 of the development application deed and Bass Point Road shall not be used by the Lessee for any of the purposes of this lease. The said access road (including that part upon the demised premises) shall be kept open at all times by the Lessee for the use of the Lessor its lessees tenants licensees and invitees and the public but only as far as the turn off to Killalea Beach. The Lessor reserves the right to relocate the access road at any time at its own expense and subject to the consent of the Council

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33. Should it be necessary for the Lessee to stockpile quarry materials at any time it shall do so only on such parts of the development land as shall be mutually agreed to by the Lessor and the Lessee from time to time.

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34. The right to use the easement for access over Lot 6 in Deposited Plan No. hereinbefore referred to shall be limited to the right for the Lessee to pass and repass with or without vehicles laden or unladen for all purposes connected with the permitted use by the Lessee of the demised premises under the terms of this lease and to convey quarry products in such manner as the Lessee shall think fit and as shall be approved by the Lessor at the risk of the Lessee over and along or below the surface of and along the said Lot 6 and to construct reconstruct and maintain on and over the said Lot 6 at the risk of the Lessee such structures as it may deem necessary for that purpose and as shall be approved by the Lessor provided that the Lessee shall make such arrangements as shall be approved by the Lessor and the Council for the control of the use of the easement for access by vehicles so as to ensure the safety of the public and provided further that the Lessee will be responsible for any injury or damage to person or property arising from the existence of the said easement and/or the use thereof by the Lessee and provided further that the Lessee on each occasion of construction inspection and/or maintenance of the site of the said easement or of any improvement (including machinery plant or equipment) installed or operated thereover thereon or thereunder

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forthwith at the cost of the Lessee shall restore the surface of the said Lot 6 the Lessor's approval wherever required under this clause not to be unreasonably withheld and provided further that the Lessee shall not restrict public access along Lot 6 from Lot 5 to Lot 3 in Deposited Plan No.

35. The Lessee shall have the right during the term of this Lease to maintain under the surface of Lot 1 in Deposited Plan No. and the demised premises the pipeline (hereinafter referred to as "the said pipeline") laid by the Lessee for the purpose of drawing water from the easement for water pipeline 6ft wide situated in Lot 2 in Deposited Plan No. along the said pipeline and to inspect the condition of and to cleanse maintain mend repair and/or relay and/or recover the said pipeline or any parts thereof in its or their present position and for this purpose to enter upon the said Lot 1 in Deposited Plan No. provided always that the Lessee shall at its own expense make good all damage or disturbance which may be caused to the surface of the said Lot 1 in Deposited Plan No. and/or the demised premises and shall reinstate the same to its former condition and provided further that if required by the Lessor the Lessee shall from time to time relocate the said pipeline in a position nominated by the Lessor and provided further that the first such relocation shall be at the expense of the Lessee but any subsequent relocation required by the Lessor shall be carried out by the Lessee at the expense of the Lessor.

36. Either party may by written notice to the other call a meeting with the other party at such place as is named in the notice for the purpose of discussing and consulting on the use of the demised premises by the Lessee and after service of such a notice the parties shall meet as soon as is practicable thereafter but in any event no later than one month thereafter for the purpose of discussing and consulting on the use of the demised premises by the Lessee provided always that there shall be no less than one such meeting during each period of twelve months computed from the commencement date of this lease throughout the term of the lease.

37. Every notice requiring to be served hereunder shall be sufficiently served in the case of the Lessee if forwarded to it by post by prepaid letter or left at its registered office for the time being and shall be sufficiently served on the Lessor if forwarded to it by post by prepaid letter or left at its registered office for the time being. A notice sent by post shall be deemed to be given at the time when in due course of post it would be delivered at the address to which it is sent.

38. If any question difference or dispute shall arise between the parties hereto or any person persons or corporation claiming under them respectively concerning the royalties hereby reserved or the measurement of any quarry materials sold or touching the construction of any clause herein contained or the rights duties or liabilities of the parties hereunder or in any other way touching or arising out of this lease the same shall be referred to the determination of an arbiter mutually agreed or failing agreement appointed by the President for the time being of the Law Society of New South Wales.

39. In the interpretation of this lease except to the extent that such interpretation shall be excluded by or be repugnant to the context :-

- (a) "Person" includes a firm or corporation
- (b) Words importing the singular or plural number includes the plural or singular number respectively and words of each gender shall include any other gender
- (c) "Lessor" shall mean the Lessor its successors and assigns
- (d) "Lessee" shall mean the Lessee its successors and assigns
- (e) Reference to "quarry materials sold" or "the sale of quarry materials" or other similar terms shall include all quarry materials quarried or won from the development land sold for commercial purposes and all such materials disposed of by the Lessee to any person firm or corporation related to the Lessee or in which the Lessee

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has any form of interest whether direct or indirect and all such materials which are further processed on the demised premises or elsewhere by the Lessee or any person firm or corporation related to the Lessee or in which the Lessee has any form of interest whether direct or indirect but shall not include any quarry materials used in the construction of the Tourist Road or the access road referred to in the development application deed or used in the filling of the adjacent swamp land 10

(f) "Quarry Products" shall mean basalt soil and overburden quarried or won from the development land which is processed into crushed screenings, dust, fine crushed rock, road base, crushed fill, fill and spawl and basalt 20

(g) Reference to "the demised premises" or "development land" shall be deemed to exclude any part of such premises or land once surrendered by the Lessee to the Lessor in accordance with the provisions of this lease

(h) "Road base products" means all crushed and screened products other than concrete and asphalt aggregate and blue metal dust

40. In consideration of the Lessor entering into the lease at the request of the Guarantor the Guarantor hereby expressly guarantees to the Lessor the due and punctual payment of all royalties and other moneys payable under and by virtue of this lease and the due and punctual performance and observance of all covenants conditions and provisions in this lease and any renewal thereof contained to be respectively paid performed and observed by the Lessee upon the following terms and conditions :- 40

(a) if the Lessee shall make default in payment of the royalties and other moneys payable under this lease for the space of seven days the Guarantor will upon the written request of the Lessor pay the Lessor such royalties and moneys

- 10 (b) The Guarantor will not relinquish its controlling interest as holding company of the Lessee without the prior written consent of the Lessor which it is understood shall not be unreasonably withheld and the Guarantor undertakes to procure that any party or parties assuming a controlling interest of the Lessee shall be bound by this guarantee or shall enter into a similar guarantee with the Lessor
- 20 (c) this guarantee shall be a continuing guarantee (any rule of law or equity to the contrary notwithstanding) and the liability of the Guarantor hereunder shall continue until each and every obligation on the part of the Lessee under this lease is duly performed and completed and the liability of the Guarantor hereunder shall not be abrogated altered prejudiced or affected by any neglect or forbearance by the Lessor or by the granting by the Lessor to the Lessee of time or by any other forbearance act or thing done permitted or omitted it being the intent that this guarantee and the obligations of the Guarantor hereunder shall be absolute and unconditional in any and all circumstances and the Guarantor hereby
- 30 guarantees and agrees to hold the Lessor indemnified against all losses damages expenses and costs that the Lessor may incur by reason of any breach or default on the part of the Lessee under its covenants and obligations contained or implied in this lease

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APPENDIX "A"

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THIS DEED is made the Twenty-first day of August One thousand nine hundred and sixty-eight BETWEEN IMPERIAL CHEMICAL INDUSTRIES OF AUSTRALIA AND NEW ZEALAND LIMITED (hereinafter called "the Company") of the one part AND THE COUNCIL OF THE MUNICIPALITY OF SHELLHARBOUR (hereinafter called "the Council") of the other part

WHEREAS: The Company has made application to the Council as the responsible authority for consent under the provisions of the Illawarra Planning Scheme Ordinance (hereinafter called "the Ordinance") to develop the Company's land at Bass Point Shellharbour as a basalt quarry and for ancillary and other purposes as set forth in the Company's application lodged with the Council on the 3rd November, 1967 (hereinafter called "the development")

The Council advised the Company that though favouring the application, it was vitally concerned in the public interest with the preservation and development of the adjoining coastline

The Council and the Company having conferred at length and having considered in detail the open space zoning of the Company's land at present prescribed in the Ordinance, they have agreed that it is desirable in the public interest for further land to be allocated for public recreation in the north eastern section of the Company's land and for the suspension of the present open space provisions of the Ordinance in that portion of the South Eastern Extremity of the Company's land as is hatched green on the plan annexed hereto

The Company has undertaken immediately to vest in the Council those portions of the Company's land which it is now considered should be dedicated for public parks and recreation (hereinafter called "the park land") and has undertaken in addition to contribute to the cost of construction of a tourist road (hereinafter called "the road") within the park land

In consideration of the above and the other covenants restrictions and undertakings herein set forth the Council has resolved to consent to the development

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NOW THIS DEED WITNESSETH as follows :-

1. "The Company" shall mean and include Imperial Chemical Industries of Australia and New Zealand Limited or its permitted assigns.
- 10 "The Council" shall mean and include the Council of the Municipality of Shell-harbour its successors or assigns or other the person or persons firm corporation or authority charged or empowered at any time with town planning control in respect of the said development.

"The Act" means the Local Government Act 1919 as amended.

"The Ordinance" means the Illawarra Planning Ordinance.
- 20 2. The benefit of this consent is personal to the Company, and can not be assigned except with the prior written permission of the Council, which shall not be withheld if the Company shall previously have provided satisfactory evidence of the capacity of its successor to perform the provisions of this deed and to carry out the development, particularly having regard to the undesirable consequences of failure to restore and re-level the land in the manner which the Company has undertaken to do.
- 30 3. The Council hereby grants to the Company its consent to the development, subject to the working conditions set out in the Schedule hereto.
- 40 4. The Company will forthwith as soon as appropriate survey plans have been prepared approved and registered transfer to the Council the areas shaded dark green and light green on the plan annexed hereto, on the following conditions :
 - (a) All of the land shall be transferred

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free of cost, subject to the Council meeting all survey costs attributable to the land being transferred and the legal expenses of its own Solicitors.

(b) The land shaded light green, being zoned in the Illawarra Town Plan as "Open-Space - Public Parks and Recreation", shall be transferred to the Council in fee simple, subject only to the existing encumbrance on the Company's 10 title which reserves a right of way 50 links wide so far as it may affect the subject land.

(c) The land shaded dark green, being zoned in the Illawarra Town Plan as "Non-Urban "B", shall be transferred by separate transfer to the Council in fee simple subject to the existing encumbrance on the Company's title as above described, and subject to the following covenant and reservation intended to be created by the relevant instrument of transfer, namely 20

(i) "And the transferee doth hereby for itself its successors and assigns or other the registered proprietors for the time being of the said land covenants with the transferor its successors and assigns

1. That the land hereby transferred shall 30 not be used for any purpose other than for public recreational purposes and for the provision of a public road for access thereto.

2. That the land to which the benefit of this covenant is appurtenant is the whole of the land in Certificate of Title Volume 7251 Folio 169 other than the land hereby transferred.

3. That the land which is subject to the 40 burden of this covenant is the land hereby transferred.

4. That this covenant may only be released varied or modified with the express consent in writing of the transferor its successors or assigns."

(ii) "RESERVING unto the transferor its successors and assigns for the benefit of the adjoining land of the transferor namely lots and on Deposited Plan AN EASEMENT for the purpose of conveying materials in such manner at the risk of the transferor as it shall think fit over the strip of land 200 foot wide delineated on the sketch plan annexed hereto at a height of not less than 20 foot from the highest point of the ground or road surface and to construct and place over the said strip of land at the risk of the transferor such structures as the transferor may deem necessary for that purpose."

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(d) The strip of land shaded dark green which divides the land being retained by the Company for wharfage purposes shall not be used for any other purpose than an access road.

(e) The site of the above easement is over the said strip of access road in order to connect with the land being retained by the Company for wharfage purposes which said land is shown on the annexed plan as being between the areas shaded dark green and light green.

(f) The Council will permit the structures over the road as abovementioned, in accordance with the provisions of Section 421 of the Local Government Act, without at any time requiring a charge or fee as provided by Section 171 of the Act; nevertheless such structures will require the prior approval of the Council under Part XI of the Act.

5. The Company will forthwith when called upon by the Council contribute materials and cash to a total value not in excess of sixty thousand dollars (\$60,000.00) for the construction of the road, such materials and cash to be contributed by the Company in such proportionate amounts as shall be mutually agreed upon PROVIDED that in the event of disagreement the Council shall not be entitled to a cash contribution in excess of thirty thousand

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- dollars (\$30,000.00) PROVIDED FURTHER that no demand for materials shall be made by the Council until the Company has had a reasonable time to produce materials from its quarry. In arriving at the value of the contribution of materials, same shall be valued at a price not in excess of the ruling market price ex quarry.
6. The Council will within 12 months from the date of this Deed apply to the Minister for Local Government for the suspension of the provisions of the Ordinance affecting the land hatched green on the plan annexed hereto, being the land indicated in the recitals of this deed as desirable to be retained by the Company for the development. If the Council's application is unsuccessful, the Council will be required by the Company to acquire the said land with full compensation as prescribed by clause 18 of the Ordinance. 10 20
7. The Company will as soon as practicable after it is able to produce the necessary materials from its quarry, construct an access road for its purposes over its own property to meet Jamboroo Road at a point west of the Cemetery to be approved by the Council, such road to be sealed with bitumen seal to the satisfaction of the Council's Engineer for a minimum distance of 500 foot from the Jamboroo Road intersection. As soon as this road is constructed, and as soon as the tourist road abovementioned is constructed, the Council will proceed to close to the public, Bass Point Road between points G and H on the annexed plan. The Company undertakes that in the meantime pending completion of construction of the tourist road it will allow free access to the public along the existing track through the Company's property to Bass Point. 30 40
8. The Company will not conduct or continue its development except in accordance with the provisions of this deed and the conditions of consent in the Schedule hereto.

9. The Company will permit the Council without charge to use the swamp near Killalea Beach and adjacent to the area to be quarried as a garbage depot and will allow the Council and its contractors access for that purpose. The Company will supply free surplus filling to be used for covering the garbage. The Council will not use the swamp for the above purpose except with the prior approval of the Department of Public Health and in a manner which is not likely to create or constitute a nuisance.
10. The Legal Costs of and incidental to the preparation and engrossment of this deed shall be met by the Company.

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IN WITNESS WHEREOF the parties hereto have hereunto affixed their Common Seals.

20 THE COMMON SEAL of IMPERIAL) CHEMICAL INDUSTRIES OF AUSTRALIA AND NEW ZEALAND LIMITED was hereunto affixed pursuant to a resolution of the Board of Directors in the presence of:

.....
 Director

The Common Seal of Imperial Chemical Industries of Australia and New Zealand Limited was hereunto affixed by the authority of the Director whose signature appears hereunder

30
 Secretary

(Sgd)

Director

(Sgd)

Assistant Secretary

40 THE COMMON SEAL of THE COUNCIL) OF THE MUNICIPALITY OF SHELLHARBOUR was hereunto affixed on the , day of 1968 pursuant to a Resolution of the Council on the day of 1968.

.....
 Mayor

.....
 Town Clerk

Exhibits

THE SCHEDULE REFERRED TO

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The Development Consent as Subject to the
Following Conditions :

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1. SEPARATE BUILDING APPROVAL:

That it is acknowledged that the permission
of Council as above recited is not a permission
under Part XI of the Local Government Act and
that no structure within the meaning of the
said Part XI shall be placed upon the land or
any part thereof unless and until the approval
of the Council has been obtained thereto
beforehand in accordance with the usual
requirements of the said Part XI.

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2. AMENITY OF THE AREA:

That the Company will not at any time
conduct its operations on the said land or any
part thereof in such a manner as to injure or
to interfere with the amenity of the neighbour-
hood.

3. AIR POLLUTION CONTROL:

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That the Company will not carry out any
work in connection with the development until
approval from the Under Secretary of the
Department of Public Health is obtained in
accordance with Section 16 of the Clean Air Act.

4. LICENCE UNDER THE CLEAN AIR ACT:

That the premises will be licensed as
required under Part III of the Clean Air Act.

5. COMPLIANCE WITH REQUIREMENTS:

That the Company shall not carry out the
development except in accordance with:

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- (a) Any approval conditions imposed by the
Under Secretary of the Department of
Public Health pursuant to Section 16 of
the Clean Air Act.
- (b) Any approval conditions imposed by Council
under Part XI of the Local Government Act.
- (c) Any approval and conditions of approval of

any Licence granted under Part III of the Clean Air Act.

(d) In conformity with the requirements of all Acts, Regulations, By-Laws and Ordinances and other statutes relating to the Development and in particular the Local Government Act and Ordinances thereunder and the Clean Air Act and Regulations thereunder.

10 (e) In such a manner as not to create nuisance by vibrations, noise or omission of air impurities.

6. WASTE MATERIAL:

20 That the Company will not conduct the development in such a way as to pollute any water, watercourse or stream. All waste from the development will not be disposed of in any way likely to create a nuisance or danger to health or in any manner other than that approved by Council.

7. THAT all machinery installed and/or operated by the Company on the said land shall be so designed and constructed as to create a minimum of noise arising therefrom.

8. THAT the Company will not conduct blasting operations on the said lands or any part thereof in such a manner as to cause damage to houses or other improvements on adjoining or adjacent lands.

30 9. BLASTING:

That the Company will not conduct blasting operations except in accordance with the requirements of the Mines Department and in such a manner as not to create any nuisance by way of noise, vibration or dust.

10. SCAR:

40 That the Company will take reasonable steps to minimise the effect of any scar which may be created on the said lands or any part thereof and in particular that the Company will plant and grow and maintain and from time to time when necessary replant three rows,

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each row 40' apart, of trees Araucariae-xcolsa (Norfolk Island Pine), each tree 40' apart. Such rows of trees to extend along the boundaries of the area to be quarried.

11. CEASING OPERATIONS:

That if the Company shall cease operations upon the said lands and shall leave therein machinery, plant and/or equipment and material, which is or may be a hazard or eyesore and the Company shall fail to remove all or any such machinery, plant and/or equipment and material within a period of six months from the date of cessation of the Company's operations on the said lands and if at the time of ceasing operations the levelling of the site as described in the Interim Development Application has not been completed and the rock faces benched and covered with creepers the Council shall be at liberty and is expressly empowered and authorised (but only after the expiration of three months notice in writing to the Company of its intention so to do, and subject to all rights of the Company to sell, remove or otherwise dispose of all or any of such machinery, plant and/or equipment and material within such period of three months) to enter upon the said lands and to remove and/or destroy any such machinery, plant and/or equipment and to convert the same to its own use and/or to dispose of same and to carry out any work to remove any material necessary to minimise any unsightly scar and to restore the area as far as is possible to its natural state and to recover as a liquidated debt any net expense to which the Council may be put in/or about the carrying out of its powers hereunder. In this Clause the Company shall not be deemed to have ceased operations if it can be shown that operations have been suspended for a reasonable time for any purpose of the Company and the Company is able to supply reasonable evidence to recommence operations within a reasonable time under the circumstances.

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12. JETTY:

The Company will submit full details and obtain the approval of Council of the jetty

and overhead conveyor before construction commences.

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13. THAT it is agreed and acknowledged that the permission granted by the Council as above recited and set forth relates to the use of the said lands for the purpose of a basalt quarry as hereinbefore set forth and that the use of the said lands or any part thereof for any other purpose including any ancillary purpose (excepting always any one or more of the "associated activities" hereinbefore mentioned) shall be subject to the consent of the Council under Part XIII A of the Act as well as under Part XII of the Act.

14. LEVELLING:

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All land used for the development will be levelled according to Council's reasonable requirements in the manner proposed in the Annexure "A" to the Company's development application.

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THE COMMON SEAL of IMPERIAL)
CHEMICAL INDUSTRIES OF)
AUSTRALIA AND NEW ZEALAND)
LIMITED was hereunto)
affixed pursuant to a)
resolution of the Board of)
Directors in the presence)
of :

.....
Director

The Common Seal of
Imperial Chemical
Industries Australia
and New Zealand
Limited was hereunto
affixed by the
authority of the
Director whose signature
appears hereunder

.....
Secretary

(Sgd)

Director

(Sgd)

Assistant Secretary

40

THE COMMON SEAL of THE)
COUNCIL OF THE MUNICIPALITY)
OF SHELLHARBOUR was hereun-)
to affixed on the)
day of 1968)
pursuant to a Resolution of)
the Council on the)
day of 1968)

.....
Mayor

.....
Town Clerk

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Agreement
for Lease
between
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*This is the development referred to in
the Interim Development Consent dated 11/8/67*

MUNICIPALITY OF SHELLHARBOUR
INTERIM DEVELOPMENT APPLICATION
WILLAWARRA PLANNING SCHEME ORDINANCE

The Town Clerk,
Shellharbour Municipal Council.

No.

I hereby apply for Interim Development consent as under:-
Imperial Chemical Industries of Australia
OWNER & New Zealand Ltd. ADDRESS 69 Macquarie St, Sydney, N.S.W.

APPLICANT ditto ADDRESS ditto

Particulars of Land

See attached reasons in support

No. Section House No. Street

own Area Frontage Depth

When was land acquired by present ownership 1956

Full description and particulars of proposed development and/or land use (to include any machinery, furnace, boiler, buildings, etc. to be erected or operated)

See attached reasons in support

Approximate area of any proposed building N/A
In part grazing, in part the reclamation of copper by the burning off of
present Use of land plastic & other coating and in part no use because that
part is swamp
has land so used prior to 18/8/1947 Yes/save as If not, when did present use commence
to the copper reclamation

Does proposal involve extension of use of adjoining land

No

Signature of Owner, IMPERIAL CHEMICAL INDUSTRIES OF AUSTRALIA & NEW ZEALAND LTD.
(Or representative authorised in writing)
Address 69 Macquarie Street, Sydney.

NOTE: If applicant is not owner of the property the following must be completed:

I hereby appoint _____ as my representative to apply for Interim Development Consent for premises described herein.

Signature of Owner

PLANS:

1. A location plan sufficient to identify the land to which the application relates must be drawn on this form.
2. If the application is for consent to the erection of a building or to the carrying out of work a plan in duplicate, sufficient to identify the land, and location of the building or work in relation to the boundaries of the site and other buildings and plans and drawing in triplicate sufficient to describe the buildings or work. All plans to be drawn in ink and to scale: minimum scale for site plan 1/40 inch = 1 foot; other plans 1/80 inch = 1 foot.

APPLICATION FEE \$160 DATE 3/11/67 RECEIPT No. 28030

ANNEXURE "A"

REASONS IN SUPPORT

Exhibits

Plaintiffs
Exhibits

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Agreement for
Lease between
I.C.I.
Australia
Limited &
South Coast
Basalt Pty.
Ltd.

22nd December
1972

(continued)

1. PARTICULARS OF LAND:

- i) The area to be levelled for industrial purposes - the whole of the land enclosed in the solid red line on the attached plan (Annexure "B").
- ii) Swamp land to be reclaimed and raised for industrial purposes as indicated on the attached plan.

10

2. DESCRIPTION AND PARTICULARS OF PROPOSED DEVELOPMENT:

- i) The levelling for industrial use of the whole of the land enclosed in the solid red line on the attached plan.
- ii) The filling in of the swamp and the raising of it to the level suitable for industrial use.
- iii) Consequentially, the extraction of the basalt from the area enclosed by the solid red line on that plan to the level appropriate for industrial development of the land which is about the level of the 50' contour.
- iv) The construction of a jetty to enable the removal of the basalt by sea.
- v) The construction of a crushing plant and of vapour spray equipment to prevent dust.
- vi) To construction of a totally enclosed conveyor to carry the basalt to the jetty for loading into vessels for sea transport.
- vii) The construction of an administration building.
- viii) The construction of a maintenance workshop.
- ix) The construction of an amenities building for employees.

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Exhibits
Plaintiffs
Exhibits

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Agreement for
Lease between
I.C.I.
Australia
Limited &
South Coast
Basalt Pty.
Ltd.

22nd December
1972

(continued)

- x) The provision and construction of a tourist road parallel and close to the northern shore line of the whole of the promontory to give access to the point and separated from the whole of the levelling, crushing and loading operations.
- xi) The construction and provision of a separate access road for such vehicles as would have to come to the proposed working area. 10
3. THE DEVELOPMENT OF THE LAND FOR INDUSTRIAL USE:
- i) The Company bought this land for industrial use.
- ii) At the time that it bought the land it intended to use it as the site for an explosives factory. The fact that the land was very irregular and uneven in character made it particularly suitable for that purpose. 20
- iii) After the Company bought the land a complete change occurred in the nature of the explosives industry in Australia which made it impossible for the company to proceed with its then proposed explosives plant.
- iv) The land was bought as industrial land by the Company, but that change in the nature of the explosives industry meant that the Company was then left with land which was so contoured as to be unsuitable for industrial use (other than for an explosives industry) and it would - as the Company then thought - be far too costly to level it for industrial use. It is the quality of the stone on the land that has made it economically practicable to level the land for industrial use. 30 40
- v) The Company has now ascertained that the land contains high quality basalt. Deposits of high quality basalt are very scarce both in Sydney and in its environs. The urgent need for high

quality basalt for Sydney makes it economic to ship the basalt to Sydney and therefore makes it practicable to level the land for industrial use.

Exhibits
Plaintiffs
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Agreement for
Lease between
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Australia
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Ltd.

22nd December
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(continued)

- 10 vi) The fact that the basalt on the land can be sold makes it economic to level the land for industrial use and this applies not only to the land containing the basalt but also to the swamp area along side.

4. THE ESSENTIAL BASIS OF THE APPLICATION:

- i) The proposed development would be carried out immediately if the application is granted.
- ii) The Company emphasises that it wishes to start this work as soon as possible.

5. THE WAY IN WHICH THE BASALT IS PROPOSED TO BE EXTRACTED:

- 20 i) The Company recognises that no quarrying can be carried out without creating some initial scar, but it does desire to limit that scar to the minimum.
- ii) It accordingly seeks to commence removing the basalt in the area of the existing quarries and working generally in a westerly direction until the land has been brought to the intended level for industrial development.
- 30 iii) By the time that the land has been finally brought to the level appropriate for industrial development the rock faces would have been benched and covered with creepers in the way set out later in these Reasons in Support.

6. THE CONTROL OF BLASTING:

- i) It is well known that I.C.I is a company particularly skilled in the manufacture and use of explosives.
- 40 ii) The Company proposes to use the milli-second delay method of blasting which has two major advantages:

Exhibits

Plaintiffs
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Agreement for
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Australia
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Ltd.

22nd December
1972

(continued)

(a) it produces a muted rolling sound instead of the sharp explosion that is associated with ordinary blasting; and

(b) it breaks a large quantity of rock at the one operation and thereby reduces very substantially the number of occasions on which blasting is necessary.

7. THE CRUSHING PLANT: 10

i) The Company prides itself upon the standard of its industrial development and it is anxious to ensure that the removal of the basalt conforms with that standard.

ii) It therefore proposes to instal an elaborate system of vapour sprays to spray the rock at all stages of crushing and conveying at which dust could otherwise arise with a view to preventing the creation of dust. It also proposes to install vapour sprays on its stock piles for the same reason. It accordingly includes an application for a permit for the construction and operation of those vapour sprays and the necessary equipment for them in this application. 20

iii) The crushing plant is proposed to be constructed in line with and to the south of the proposed jetty. 30

8. TAKING THE BASALT AWAY FROM THE LAND:

i) It is obvious that because of the heavy demand for basalt in the Sydney area and the grave shortage of basalt deposits in that area almost all the basalt to be removed from the land will have to be taken to Sydney.

ii) The Company proposes to avoid taking any any of that basalt over any roads in the Municipality of Shellharbour because it proposes to carry the whole of that basalt to Sydney by sea. 40

iii) It is anticipated that the Municipality

of Shellharbour may itself want some of the basalt and there may be some other small local demand for the basalt, and any basalt falling into that category would be transported over the separate access road that is described later in these Reasons in Support.

Exhibits

Plaintiffs
Exhibits

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Agreement for
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Australia
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(continued)

10

- iv) The material for filling the swamp and raising it to a suitable level for industrial use would also be transported over that separate access road but would, of course, only be taken as far as the swamp area.

9. THE PROVISION OF THE JETTY AND LOADING FACILITIES:

20

- i) In order to remove the basalt by sea it is necessary to construct a suitable jetty. Permission is accordingly sought for that construction.
- ii) It is proposed to carry the crushed basalt to the jetty on a conveyor.
- iii) In order to ensure that the conveying of the basalt to the jetty does not involve any risk - or even dust - for tourists going to the point itself, the Company proposes that the conveyor be totally enclosed and it invites that to be made a condition of the permit.

30

10. THE RECLAMATION OF THE SWAMP:

40

- i) The swamp area is useless for any purpose as it at present stands.
- ii) The Company wishes to raise the swamp area to approximately the same level as the level to which it is proposing to reduce the area enclosed in the red line on the map thereby creating a highly attractive and particularly suitable industrial area in accordance with the original zoning in the planning scheme.
- iii) In order to fill the swamp and raise it to that level, the company seeks permission to use the material extracted from the area enclosed in the red line on the map.

Exhibits

Plaintiffs
Exhibits

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Agreement for
Lease between
I.C.I.
Australia
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Basalt Pty.
Ltd.

22nd December
1972

(continued)

- iv) The Company also seeks permission to store the overburden from the area enclosed in the red line on the map so that it will be available for covering the whole of the ultimate industrial area.
 - v) If the existing overburden is not sufficient for that purpose it will of course be necessary to bring in further soil and that would be brought in by means of the separate access road. 10
11. THE SOUTHEASTERN CORNER OF THE PROPOSED BASALT REMOVAL AREA:
- i) The whole essence of the creation of this land as industrial land is that there must be a sufficient removal of basalt to make the operation economic.
 - ii) The economics of this area are different to the economics of ordinary basalt quarrying because: 20
 - (a) there is the long distance of sea transport involved;
 - (b) it is not proposed to extract all the basalt but merely to take it out to bring it to the appropriate level for industrial development.
 - iii) Accordingly, it is important for the Company to obtain sufficient basalt within those limits to render the project an economic one. 30
 - iv) Immediately to the south of the existing quarry holes there is a deposit of basalt the removal of which is an important part of the economics of the whole project. That deposit is in the proposed open space, but it would be very costly for the Municipality to acquire it from the Company. It is accordingly proposed that that be made available for the removal of basalt and levelling in the same way as the remainder of the working area. 40
12. THE PROPOSED TOURIST ROAD:
- i) The only present access to the point itself

is by a private road which is an unsatisfactory one.

Exhibits

Plaintiffs
Exhibits

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Agreement for
Lease between
I.C.I.
Australia
Limited &
South Coast
Basalt Pty.
Ltd.

22nd December
1972

(continued)

- ii) The best area in which to provide a satisfactory tourist access to the point would be parallel and close to the northern shore line.
- iii) The Company is prepared to provide the necessary land for a tourist road and applies for permission to do so.
- 10 iv) The Company proposes that that tourist road be at about the 20' contour where it passes the working area thereby being substantially below the workings, but the company is prepared to consider any amendment of that location that might be thought desirable by the planning authorities.
- v) The Company proposes to plant up the southern side of the tourist road in the same sort of vegetation that is growing on the point itself thereby creating the same vegetative screen past which the road goes on the point itself. This would block any view of the working area from the tourist road.

20

13. THE SEPARATE ACCESS ROAD:

- i) The Company wishes to ensure that such vehicular traffic as is generated by the working area should be separate from the tourist traffic.
- 30 ii) It therefore proposes to create a separate access road for that traffic.
- iii) The location of the separate access road is shown on the attached map.

1.11.67

Exhibits

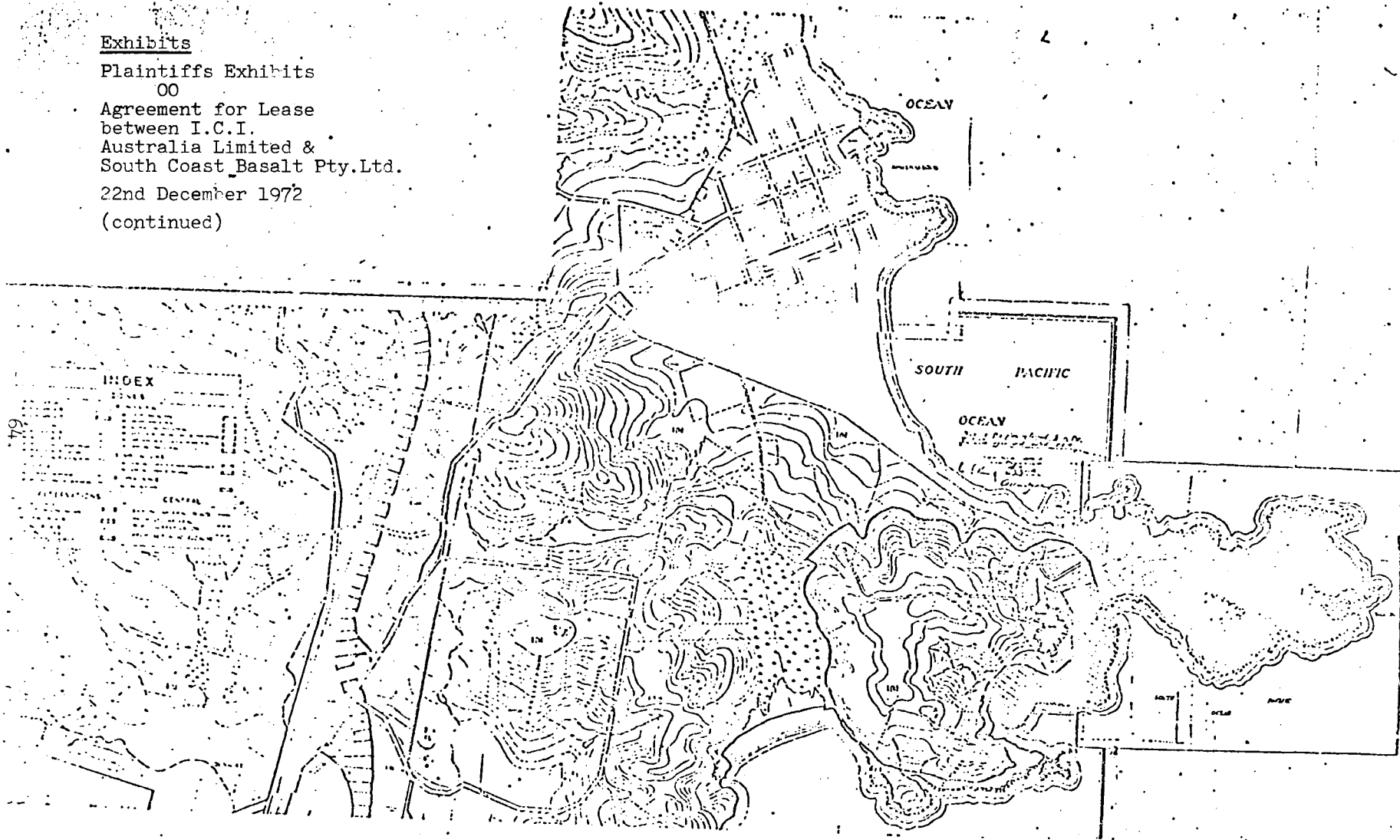
Plaintiffs Exhibits

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Agreement for Lease
between I.C.I.
Australia Limited &
South Coast Basalt Pty.Ltd.

22nd December 1972

(continued)



The Council of the Municipality of Shellharbour

Phone:
ALBION PARK
6-55-147-275
P.O. BOX 1, 1977



Council Chambers,
Albion Park, 2577 29th August, 1968.

XXX Imperial Chemical Industries of Australia
& New Zealand Ltd.,
69 Macquarie Street,
SYDNEY, N.S.W.

Exhibits
Plaintiffs
Exhibits
OO
Agreement for
Lease between
I.C.I.
Australia
Limited &
South Coast
Basalt Pty.Ltd.
22nd December
1972
(continued)

Sir,

DEVELOPMENT APPLICATION No. 12/67

14, 17, 18 Pt. 16, Pt. 19/20
Lot 2 Sec. Street Estate Bassett Darley
Town Shellharbour Owner Imperial Chemical Industries of Australia
& New Zealand Ltd.

DESCRIPTION OF DEVELOPMENT:

Basalt quarry and ancillary and other purposes as set forth in the Company's
application lodged with the Council on the 3rd November, 1967.

THIS IS TO STATE that the above described application made by you has been APPROVED
by Council subject to the conditions set out as it is considered that in the present
zoning the proposal meets the requirements of the Illawarra Planning Scheme Ordinance.

The conditions outlined in the agreement between the Company and the Council
dated 21st August, 1968.

NOTE CAREFULLY:

This consent is valid only for twelve months from date hereon.
The approval relates only to consent necessary under Part XIII (Town Planning) of the Local Government
Act. Separate approval is necessary before any buildings may be erected.
Your attention is directed to the provision of Section 342N (2) of Local Government Act regarding rights of
appeal.

MUNICIPALITY OF SHELLHARBOUR

DES S. KING
Town Clerk.

Exhibits

A P P E N D I X "C"

Plaintiffs
Exhibits

ROYALTIES

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Agreement for
Lease between
I.C.I.
Australia
Limited &
South Coast
Basalt Pty.
Ltd.

22nd December
1972

(continued)

ROYALTY YEARS 1 - 4	8 cents per ton	
ROYALTY YEARS 5 - 10	10 cents per ton	
ROYALTY IN YEAR II AND HALF OF YEAR 12	10.5 cents per ton	
ROYALTY FOR THE SECOND HALF OF YEAR 12 AND YEAR 13	11.0 cents per ton	
ROYALTY FOR YEAR 14 AND HALF OF YEAR 15	11.5 cents per ton	10
ROYALTY FOR SECOND HALF YEAR 15 AND YEAR 16	12.0 cents per ton	
ROYALTY FOR YEAR 17 AND HALF OF YEAR 18	12.5 cents per ton	
ROYALTY FOR SECOND HALF OF YEAR 18 and YEAR 19	13.0 cents per ton	
ROYALTY FOR YEAR 20 AND HALF OF YEAR 21	13.5 cents per ton	20

Dated at Sydney this day of 197 .

THE COMMON SEAL of I.C.I.)
AUSTRALIA LIMITED was }
hereunto affixed by }
authority of the Director }
whose signature appears }
hereunder }

Director

Lessor

Assistant Secretary

Exhibits

Plaintiffs
Exhibits

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Agreement for
Lease between
I.C.I.
Australia
Limited &
South Coast
Basalt Pty.
Ltd.

22nd December
1972

(continued)

10 THE COMMON SEAL of SOUTH)
COAST BASALT PTY.LIMITED))
was hereunto affixed by)
authority of its Board of)
Directors and in the }
presence of : }

20 THE COMMON SEAL of PIONEER)
CONCRETE SERVICES LIMITED))
was hereunto affixed by)
authority of its Board of)
Directors and in the }
presence of :- }

Accepted and certified
correct for the purposes
of the Real Property
Act, 1900.

Exhibits

Plaintiffs Exhibits

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Agreement for Lease between I.C.I. Australia Limited & South Coast Basalt Pty. Ltd.

22nd December 1972

(continued)

DEPARTMENTAL USE ONLY		TO BE COMPLETED BY LODGING PARTY	
LEASE		Lodged by	
		Address:	
		Phone No.:	Documents lodged herewith
			1. _____
			2. _____
			3. _____
			4. _____
			5. _____
Checked	REGISTERED	Received Documents	Receiving Clerk
Passed	_____		
Signed	Registrar General		
AUTHORITY FOR USE OF INSTRUMENT OF TITLE⁽¹⁾			
Authority is hereby given for the use of _____			
_____ lodged			
<i>(insert reference to certificates, grants or dealings)</i>			
in connection with _____ for the			
<i>(insert number of plan or dealing)</i>			
registration of this dealing and for delivery to _____			
(BLOCK LETTERS)			
_____ Signature			
_____ Name (BLOCK LETTERS)			
MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY			
<i>(To be signed at the time of executing the within dealing)</i>			
The undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____			
Miscellaneous Register under the authority of which he has just executed the within dealing.			
Signed at _____			
the _____ day of _____ 19 _____			
_____ Signature of attorney			
_____ Signature of witness			
CERTIFICATE OF J.P. &c., TAKING DECLARATION OF ATTESTING WITNESS⁽²⁾			
I certify that _____			
the attesting witness to this dealing, appeared before me at _____			
the _____ day of _____ 19 _____			
and declared that he personally knew _____			

the person signing the same, and whose signature thereto he has attested, and that the name purporting to be such signature of the said _____			

is his own handwriting and that he was of sound mind and freely and voluntarily signed the same.			
_____ Signature			
_____ Name (BLOCK LETTERS)			
_____ Qualifications			

(1) Unless the instrument of title has been approved by the Registrar, its use has been restricted previously. Authority furnished by the Registrar is subject to the delivery of the instrument of title, grant &c.

(2) Must be signed by a Justice of the Peace or a Magistrate. This is intended to be signed by the person declared in note (1).

EXHIBITS

5

LETTER, RIO PIONEER GRAVEL
CO. PTY. LTD. to MARLEY
READY-MIXED CONCRETE LTD.
16th October 1973 and enclosures
(Reproduced as to part only)

16th October, 1973

Marley Ready Mixed Concrete Ltd.,
P.O. Box 36,
GUILDFORD. 2161

Attention Mr. W.Wolk

Dear Sir,

In recent discussions held with yourself and Mr. Putman of Concrete Industries Monier Ltd. and our Messrs. Hunter and Buchanan, you advised that you did not wish to sign a formal supply agreement similar to that signed by your former parent Company, Marley Australia Holdings Ltd. following the acquisition of your Company by Concrete Industries Monier Ltd.

As you know our Associate Company, South Coast Basalt Pty.Ltd., has entered into a number of contractual arrangements since the signing of that supply agreement with Marley Australia Holdings Ltd., mainly relating to the construction of a jetty at Bass Point and aggregate unloading facilities at Blackwattle Bay, together with contracting to transport from Bass Point to Blackwattle Bay by ship a minimum quantity of aggregate per annum. All these agreements were entered into in good faith, taking that quantity of aggregate used annually by your Company into account.

The failure of your Company to sign a similar agreement to that contracted by Marley Australia Holdings Ltd. and the subsequent takeover of your Company by Concrete Industries Monier Ltd. has led, therefore, to a situation where there is no contractual obligation on your behalf to purchase your coarse aggregate requirements from our Company.

Exhibits

Defendants
Exhibits

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Letter, Rio
Pioneer
Gravel Co.Pty.
Ltd.to
Maryley
Ready-Mixed
Concrete Ltd.
and
enclosures
16th October
1973

(Reproduced
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CORAM: YELDHAM, J.

South Coast Basalt v R. H. Miller etc.

EXHIBIT 5

116 NOV 1976 *L. Barr*

ASSOCIATE

1554

Exhibits

Defendants
Exhibits

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Letter, Rio
Pioneer
Gravel Co.Pty.
Ltd.to
Marley
Ready-Mixed
Concrete Ltd.
and
enclosures

16th October
1973

(Reproduced
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We appreciate that you and Mr. Putman have both expressed an intent to continue purchasing your coarse aggregate requirements from us, and that you have, in fact, a moral obligation to do so. Your intent is not underestimated by us, and we are grateful to you for the support shown our Company in this situation.

However, because of the long term nature of the previous supply agreement with Marley Australia Holdings Ltd. and the contractual obligations entered into during the time that agreement was in force, we are desirous of having your Company execute a similar agreement, a copy of which is attached, to ensure our future as the coarse aggregate supplier to your Company in Sydney. To achieve this end we are prepared to offer you a 5% discount off the nett invoice rate which we currently supply you coarse aggregate at either Enfield or Blackwattle Bay depots, and at our Cranebrook gravel plant.

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The rate structure agreed to in the Marley Australia Holdings Ltd. agreement and the adjustments made to that due to industry increases have been set out for your information in Schedule "A". The existing rates, together with the conversion to metric tonnes is shown in Schedule "B" attached.

The saving which a 5% discount off nett invoice rates would mean to your Company is shown in Schedule "C" attached and totals in excess of \$50,000 per annum.

30

We believe that there are many other fields of supply and co-operation that can be entered into between our two Companies in Sydney and elsewhere throughout Australia, and do not necessarily believe that a legally binding supply agreement is necessary in normal circumstances. Our Company has been the major supplier to Marley for the past ten years, and it was only found necessary to enter into a formal agreement when large sums of Capital and other contractual commitments were necessary for our Company to ensure supply to you of high quality concrete aggregates.

40

We trust you will appreciate the above and will agree to entering into the formal

supply agreement attached.

We look forward to your advice.

Yours faithfully,

RIO PIONEER GRAVEL COMPANY PTY.LTD.

Encl.: M.O.Ogier
Manager

MOO/HA

Exhibits

Defendants
Exhibits

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Letter, Rio
Pioneer
Gravel Co.Pty.
Ltd. to
Marley
Ready-Mixed
Concrete Ltd.
and
enclosures

16th October
1973

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SCHEDULE "A"

RATES IN MARLEY AUSTRALIA HOLDINGS LTD.

AGREEMENT PLUS ADJUSTMENT

1. Rate Schedule - Marley Australia Holdings Agreement

<u>From - To</u>	<u>Industry Delivered Price - Per ton</u>	<u>Marley Cartage Allow- ance.</u>	<u>Admini- stration Fee</u>	<u>Super- vision Fee</u>	<u>Invoiced Rate</u>
Enfield/ Alexandria	\$5.30	\$0.70	\$0.35	\$0.10	\$4.15
20 Cranebrook/ Guildford	\$4.65	\$1.37	\$0.18	\$0.10	\$3.00
Cranebrook/ Seven Hills	\$4.42	\$1.20	\$0.12	\$0.10	\$3.00
Blackwattle Bay/ Alexandria	\$5.30	\$0.40	\$0.35	\$0.10	\$4.45

2. Adjustments to Rate since Agreement

(a) An additional 10 cents/ton cartage allowance for the Alexandria Concrete Plant was agreed to from 1st March, 1972.

30 (b) An Industry increase of 11 cents per ton was applied from 1st September, 1972, due to Quarry State Award increase of \$2.22/week caused by National Wage decision 19/5/72.

(c) An Industry increase of 57 cents per ton was applied from 1st February, 1973

Exhibits
 Defendants
 Exhibits
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 Letter, Rio
 Pioneer
 Gravel Co.Pty.
 Ltd. to
 Marley
 Ready-Mixed
 Concrete Ltd.
 and
 enclosures
 16th October
 1973

due to Quarry State Award increase of \$7.50/week from 1/11/72 and Transport State Award increase of \$9 +/week from 1/11/72. Agreed (W.Walk and M.Ogier) that 20 cents would be added to the Marley Cartage allowance from 1/2/73.

(d) An Industry increase of 20 cents per ton was applied from 1st July, 1973, due to Quarry State Award increase of \$4 + on 29/6/73 caused by National Wage decision 29/6/73.

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SCHEDULE "B"

NEW RATE SCHEDULE AFTER ADJUSTMENTS

1. Rate Schedule - in tons (Adjustment = 88 c/ton delivered prices = cartage allowance 20 c/ton plus extra 10 c/ton at Alexandria)

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<u>From-To</u>	<u>Industry Delivered Price - Per ton</u>	<u>Marley Cartage Allowance.</u>	<u>Admini- stration Fee</u>	<u>Super- vision Fee</u>	<u>Invoiced Rate</u>
Enfield/ Alexandria	\$6.18	\$1.00	\$0.35	\$0.10	\$4.73
Cranebrook/ Guildford	\$5.53	\$1.57	\$0.18	\$0.10	\$3.68
Cranebrook/ Seven Hills	\$5.30	\$1.40	\$0.12	\$0.10	\$3.68
Blackwattle Bay/ Alexandria	\$6.18	\$0.70	\$0.35	\$0.10	\$5.03

30

2. Rate Schedule - in tonnes

Exhibits

<u>From-To</u>	<u>Industry Delivered Price - Per tonne</u>	<u>Marley Cartage Allowance</u>	<u>Admini- stration Fee</u>	<u>Super- vision Fee</u>	<u>In- voiced Rate</u>
Enfield/ Alexandria	\$6.08	\$0.98	\$0.35	\$0.10	\$4.65
Cranebrook/ Guildford	\$5.44	\$1.54	\$0.18	\$0.10	\$3.62
Cranebrook/ Seven Hills	\$5.22	\$1.38	\$0.12	\$0.10	\$3.62
Blackwattle Bay/ Alexandria	\$6.08	\$0.68	\$0.35	\$0.10	\$4.95

Defendants Exhibits

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Letter, Rio Pioneer Gravel Co.Pty. Ltd. to Marley Ready-Mixed Concrete Ltd. and enclosures
16th October 1973

(Reproduced as to part only)

SCHEDULE "C"

REBATE TO MARLEY READY MIXED CONCRETE PTY.LTD.

IN RETURN FOR SIGNED SUPPLY CONTRACT

1. Alexandria Plant - Basalt ex Blackwattle Bay

<u>Invoiced Rate/tonne</u>	<u>Rebate @ 5%</u>	<u>New Rate/ tonne</u>	<u>Approx. Tonnes</u>	<u>Annual Rebate</u>
\$4.95	\$0.25	\$4.70	80,000	\$20,000

2. Guildford Plant - River Gravel ex Cranebrook

<u>Invoiced Rate/tonne</u>	<u>Rebate @ 5%</u>	<u>New Rate/ tonne</u>	<u>Approx. Tonnes</u>	<u>Annual Rebate</u>
\$3.62	\$0.18	\$3.44	115,000	\$20,700

3. Seven Hills Plant - River Gravel ex Cranebrook

<u>Invoiced Rate/tonne</u>	<u>Rebate @ 5%</u>	<u>New Rate/ tonne</u>	<u>Approx. Tonnes</u>	<u>Annual Rebate</u>
\$3.62	\$0.18	\$3.44	55,000	\$9,900

TOTAL REBATE - Alexandria	\$20,000
Guildford	\$20,700
Seven Hills	\$ 9,900
TOTAL	<u>\$50,600</u>

Exhibits

Defendants
Exhibits

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Letter, Rio
Pioneer
Gravel Co.Pty.
Ltd. to
Marley
Ready-Mixed
Concrete Ltd.
and
enclosures

16th October
1973

(Reproduced
as to part
only)

THIS AGREEMENT made the day of
One thousand nine hundred and seventy-three
BETWEEN RIO PIONEER GRAVEL CO. PTY. LIMITED
and SOUTH COAST BASALT PTY. LIMITED having
their respective registered offices at 63
Grove Street, St.Peters in the State of New
South Wales (both hereinafter called "the
Quarries") of the one part AND MARLEY READY
MIXED CONCRETE LIMITED having its registered
office at
in the State aforesaid (hereinafter called
"Marley") of the other part

10

WHEREAS

- A. The Quarries are wholly owned subsid-
iaries of Pioneer Concrete Services
Limited and supply coarse aggregate
(hereinafter called "aggregate") from
Penrith, Walgrove, Shell Harbour and
Enfield and intend so to supply from
Blackwattle Bay at a later date.
- B. Marley are users of aggregate
- C. The Quarries have agreed to supply and
Marley has agreed to purchase the whole
of its aggregate requirements within
the area and on the terms and conditions
hereinafter appearing.

20

NOW IT IS HEREBY AGREED AND DECLARED :-

1. This Agreement shall continue for a
period expiring on the 4th day of July, 1977.
2. For the purposes of this Agreement
"aggregate" shall mean either river gravel
or basalt conforming in all respects (except
as to alkali reactive materials) with the
Australian Standard Specification for
Aggregates for Concrete (excluding lightweight
aggregate) AS A.77-1957. The parties may by
mutual agreement vary such specification

30

.

EXHIBITS

9

UNIFORM TIME CHARTER, HETHKING
STEAMSHIPS PTY. LTD. and R.W.
MILLER & CO. PTY. LTD. -
3rd October 1974

Exhibits

Defendants
Exhibits

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Uniform Time
Charter,
Hethking
Steamships
Pty. Ltd.
and R.W.
Miller & Co.
Pty. Ltd.

3rd October
1974

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THE BALTIC AND INTERNATIONAL MARITIME
CONFERENCE (Formerly The Baltic and White
Sea Conference)

UNIFORM TIME-CHARTER

CODE NAME
BALTIME
1939

3rd October, 1974

20

Description of
Vessel

IT IS THIS DAY MUTUALLY AGREED between
HETHKING STEAMSHIPS PTY. LIMITED
Owners of the Vessel called "COBARGO"
of 1864.91 tons gross Register,
759.72 tons net
classed Lloyds 100A1 of 1280 brake
horse power, carrying about 1837 tons
deadweight on Board of Trade summer
freeboard inclusive of bunkers, stores,
provisions and boiler water, having
97,340 cubic-feet capacity Hoppered
exclusive of permanent bunkers, which
contain about 81 tons, and fully
loaded capable of steaming about
10 knots in good weather and smooth
water on a consumption of about 5
tons light marine diesel fuel now
trading and R.W. MILLER & CO.PTY.LTD.
Charterers of 19 BRIDGE STREET, SYDNEY,
Charterers, as follows:

30

Charterers

40

Period

1. The Owners let, and, the
Charterers hire the Vessel for a
period of 30 consecutive days subject
to an extension of time being mutually
agreed from the time (not a Sunday or
a legal Holiday unless taken over) the
Vessel is delivered and placed at the
disposal of the Charterers between 9 a.m.
and 6 p.m. or between 9 a.m. and 2 p.m.

Port of
Delivery

if on Saturday at SYDNEY, NEW SOUTH
WALES in such available berth where

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Time or
delivery

Trade

Owners
to
provide

Charterers
to provide

she can safely lie always afloat,
she being in every way fitted bulk
cargo service, with all cargo
spaces swept clean.

The Vessel to be delivered on
or about 3rd October, 1974.

2. The Vessel to be employed in
lawful trades for the carriage of
lawful merchandise only between
good and safe ports or places where
she can safely lie always afloat
within the following limits: 10

NEW SOUTH WALES INTRASTATE TRADING
WITHIN LIMITS OF BASS POINT AND
NEWCASTLE.

No live stock nor injurious,
inflammable or dangerous goods (such
as acids, explosives, calcium
carbide, ferro silicon, naphtha,
motor spirit, tar, or any of their
products) to be shipped. 20

3. The Owners to provide and
pay for all provisions and wages,
for insurance of the Vessel, for all
deck and engine-room stores and
maintain her in a thoroughly effi-
cient state in hull and machinery
during service.

4. The Charterers to provide and
pay for all diesel fuel port charges,
pilotages (whether compulsory or not)
canal steersmen, boatage, lights,
tug-assistance, consular charges
(except those pertaining to the
Master, Officers and Crew) canal,
dock and other dues and charges,
including any foreign general munic-
ipality or state taxes, also all dock,
harbour and tonnage dues at the ports
of delivery and re-delivery (unless
incurred through cargo carried
before delivery or after re-delivery)
agencies, commissions, also to
arrange and pay for loading,
trimming, stowing (including dunnage
and shifting boards, excepting any
already on board), unloading, weigh-
ing, tallying and delivery of cargoes, 40

surveys on hatches, meals supplied to officials and men in their service and all other charges and expenses whatsoever including detention and expenses through quarantine (including cost of fumigation and disinfection).

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All ropes, slings and special runners actually used for loading and discharging and any special gear, including special ropes, hawsers and chains required by the custom of the port for mooring to be for the Charterers' account. The vessel to be always responsible for removing hatch slabs or boards.

20

Bunkers

5. The Charterers at port of delivery and the Owners at port of redelivery to take over and pay for all light marine diesel fuel remaining in the Vessel's bunkers at Owners/Charterer's contract price at the respective ports. The Vessel to be re-delivered with not less than 20 tons and not exceeding 40 tons of light marine diesel fuel in the Vessel's bunkers.

30

Hire

6. The Charterers to pay as hire: \$2,534 AUSTRALIAN CURRENCY PER DAY commencing in accordance with clause 1 until her re-delivery to the owners.

Payment

7. Payment of hire to be made in Cash in Sydney, without discount every days in advance.

40

In default of payment, the owners to have the right of withdrawing the vessel from the service of the charterers, without noting any protest and without interference by any court or any other formality whatsoever and without prejudice to any claim the owners may otherwise have on the charterers under the charter.

Re-delivery

The Vessel to be re-delivered on the expiration of the Charter in the same good order as when delivered to the Charterers (fair wear and tear excepted) at Charterers' berth Blackwattle Bay, New South Wales or as otherwise mutually agreed, between 9 a.m. and 6 p.m. and 9 a.m. and 2 p.m. on Saturday, but the day of re-delivery shall not be a Sunday or legal Holiday.

Notice

The Charterers to give the Owners not Less than 7 days' notice at which port and on about which day the Vessel will be re-delivered.

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Cargo
Space

Master

Should the Vessel be ordered on a voyage by which the Charter period will be exceeded the Charterers to have the use of the Vessel to enable them to complete the voyage, provided it could be reasonably calculated that the voyage would allow re-delivery about the time fixed for the termination of the Charter, but for any time exceeding the termination date the Charterers to pay the market rate if higher than the rate stipulated herein.

10

8. The whole reach and burthen of the Vessel, including lawful deck-capacity to be at the Charterers' disposal, reserving proper and sufficient space for the Vessel's Master, Officers, Crew, tackle, apparel, furniture, provisions and stores.

20

9. The Master to prosecute all voyages with the utmost despatch and to render customary assistance with the Vessel's Crew. The Master to be under the orders of the Charterers as regards employment agency, or other arrangements. The Charterers to indemnify the Owners against all consequences or liabilities arising from the Master, Officers or Agents signing Bills of Lading or other documents or otherwise complying with such orders, as well as from any irregularity in the Vessel's papers or for overcarrying goods. The Owners not to be responsible for shortage, mixture, marks, nor for number of pieces or packages, nor for damage to or claims on cargo caused by bad stowage or otherwise.

30

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If the Charterers have reason to be dissatisfied with the conduct of the Master, Officers or Engineers, the Owners, on receiving particulars of the complaint, promptly to investigate the matter, and, if necessary and practicable, to make a change in the appointments.

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Directions and Logs	10. The Charterers to furnish the Master with all instructions and sailing directions and the Master and Engineer to keep full and correct logs accessible to the Charterers or their Agents.	<u>Exhibits</u> Defendants Exhibits 9
10 Suspend- sion of Hire etc.	11. (A) In the event of dry-docking or other necessary measures to maintain the efficiency of the Vessel, deficiency of men or Owner's stores, breakdown of machinery, damage to hull or other accident, either hindering or preventing the working of the vessel and continuing for more than twenty-four consecutive hours, no hire to be paid in respect of any time lost thereby during the period in which the Vessel is unable to perform the service immediately required. Any hire paid in advance to be adjusted accordingly.	Uniform Time Charter, Hethking Steamships Pty. Ltd. and R.W. Miller & Co. Pty. Ltd. 3rd October 1974 (continued)
20	(B) In the event of the Vessel being driven into port or to anchorage through stress of weather, trading to shallow harbours or to rivers or ports with bars or suffering an accident to her cargo, any detention of the Vessel and/or expenses resulting from such detention to be for the Charterers' account even if such detention and/or expenses, or the cause by reason of which either is incurred, be due to, or be contributed to by, the negligence of the Owners' servants.	
30		
40 Cleaning Boilers	12. Drawing and cleaning of main engine pistons whenever possible to be done during service, but if impossible the Charterers to give the Owners necessary time for cleaning. Should the Vessel be detained beyond 12 hours hire to cease until again ready.	
Responsi- bility and Exemption	13. The Owners only to be responsible for delay in delivery of the Vessel or for delay during the currency of the Charter and for loss or damage to goods onboard, if such	

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delay or loss has been caused by want of due diligence on the part of the Owners or their Manager in making the Vessel seaworthy and fitted for the voyage or any other personal act or omission or default of the Owners or their Manager. The Owners not to be responsible in any other case nor for damage or delay whatsoever and howsoever caused even if caused by the neglect or default of their servants. The Owners not to be liable for loss, or damage arising or resulting from strikes, lock-outs or stoppage or restraint of labour (including the Master, Officers or Crew) whether partial or general. 10

The Charterers to be responsible for loss or damage caused to the Vessel or to the Owners by goods being loaded contrary to the terms of the Charter or by improper or careless bunkering or loading, stowing or discharging of goods or any other improper or negligent act on their part or that of their servants. 20

Advances 14. Deleted 30

Excluded Ports 15. The Vessel not to be ordered to nor bound to enter: a) any place where fever or epidemics are prevalent or to which the Master, Officers and Crew by law are not bound to follow the Vessel
Ice b) any ice-bound place or any place where lights, lightships, marks and buoys are or are likely to be withdrawn by reason of ice on the Vessel's arrival or where there is risk that ordinarily the Vessel will not be able on account of ice to reach the place or to get out after having completed loading or discharging. The Vessel not to be obliged to force ice. If on account of ice the Master considers it dangerous to remain at the loading or discharging place for fear of the 40 50

	Vessel being frozen in and/or damaged, he has liberty to sail to a convenient open place and await the Charterers' fresh instructions.	<u>Exhibits</u> Defendants Exhibits 9
	Unforeseen detention through any of above causes to be for the Charterers' account.	Uniform Time Charter, Hethking Steamships Pty. Ltd. and R.W. Miller & Co. Pty. Ltd. 3rd October 1974 (continued)
10	Loss of Vessel 16. Should the Vessel be lost or missing, hire to cease from the date when she was lost. If the date of loss cannot be ascertained half hire to be paid from the date the Vessel was last reported until the calculated date of arrival at the destination. Any hire paid in advance to be adjusted accordingly.	
20	Overtime 17. The Vessel to work day and night if required including shifting vessel at loading and discharging ports if so required.	
30	Lien 18. The Owners to have a lien upon all cargoes and sub-freights belonging to the Time-Charterers and any Bill of Lading freight for all claims under this Charter, and the Charterers to have a lien on the Vessel for all moneys paid in advance and not earned.	
40	Salvage 19. All salvage and assistance to other vessels to be for the Owners' and the Charterers' equal benefit after deducting the Master's and Crew's proportion and all legal and other expenses including hire paid under the charter for time lost in the salvage, also repairs of damage and coal or oil-fuel consumed. The Charterers to be bound by all measures taken by the Owners in order to secure payment of salvage and to fix its amount.	
	Sublet 20. The Charterers to have the option of subletting the Vessel, giving due notice to the Owners, but the original Charterers always	

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War

to remain responsible to the
Owners for the due performance of
the Charter.

21. (A) The Vessel unless the
consent of the Owners be first
obtained not to be ordered nor
continue to any place or on any
voyage nor be used on any service
which will bring her within a
zone which is dangerous as the 10
result of any actual or threatened
act of war, war hostilities, warlike
operations, acts of piracy or of
hostility or malicious damage
against this or any other vessel
or its cargo by any person, body
or State whatsoever, revolution,
civil war, civil commotion or the
operation of international law, nor 20
be exposed in any way to any risks
or penalties whatsoever consequent
upon the imposition of Sanctions,
nor carry any goods that may in
any way expose her to any risks of
seizure, capture, penalties or any
other interference of any kind
whatsoever by the belligerent or
fighting powers or parties or by
any Government or Ruler.

(B) Should the Vessel 30
approach or be brought or ordered
within such zone, or be exposed in
any way to the said risks (1) the
Owners to be entitled from time to
time to insure their interests in
the Vessel and/or hire against any
of the risks likely to be involved
thereby on such terms as they shall
think fit, the Charterers to make
a refund to the Owners of the 40
premium on demand; and (2) notwith-
standing the terms of clause 11 hire
to be paid for all time lost includ-
ing any lost owing to loss of or
injury to the Master, Officers, or
Crew or to the action of the Crew
in refusing to proceed to such zone
or to be exposed to such risks.

Section (C) (C) In the event of the wages
is optional of the Master, Officers and/or Crew
and should
be deleted
unless agreed

10 or the cost of provisions and/or stores for deck and/or engine room and/or insurance premiums being increased by reason of or during the existence of any of the matters mentioned in section (A) the amount of any increase to be added to the hire and paid by the Charterers on production of the Owners' account therefor, such account being rendered monthly.

20 (D) The Vessel to have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destination, delivery or in any other wise whatsoever given by the Government of the nation under whose flag the Vessel sails or any other Government or any person (or body) acting or purporting to act with the authority of such Government or by any committee or person having under the terms of the war risks insurance on the Vessel the right to give any such orders or directions.

30 (E) In the event of the nation under whose flag the Vessel sails becoming involved in war, hostilities, warlike operations, revolution or civil commotion, both the Owners and the Charterers may cancel the Charter and, unless otherwise agreed, the Vessel to be redelivered to the Owners at the port of destination or, if prevented through the provisions of section (A) from reaching or entering it, then at a near open and safe port at the Owners' option, after discharge of any cargo on board.

40 (F) If in compliance with the provisions of this clause anything is done or is not done, such not to be deemed a deviation.

Cancel-
ling

22. Should the Vessel not be delivered by the 8th day of October 1974 the Charterers to have the option of cancelling.

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(continued)

If the Vessel cannot be delivered by the cancelling date, the Charterers, if required, to declare within 48 hours after receiving notice thereof whether they cancel or will take delivery of the Vessel.

Arbitration

23. Any dispute arising under the Charter to be referred to arbitration in Sydney (or such other place as may be agreed) one Arbitrator to be nominated by the Owners and the other by the Charterers, and in case the Arbitrators shall not agree then to the decision of an Umpire to be appointed by them, the award of the Arbitrators or the Umpire to be final and binding upon both parties.

10

General Average

24. General Average to be settled according to York/Antwerp Rules, 1950. Hire not to contribute to General Average.

20

Commission

25. The Owners to pay a commission of..... to..... on any hire paid under the Charter, but in no case less than is necessary to cover the actual expenses of the Brokers and a reasonable fee for their work. If the full hire is not paid owing to breach of Charter by either of the parties the party liable therefor to indemnify the Brokers against their loss of commission.

30

Should the parties agree to cancel the Charter, the Owners to indemnify the Brokers against any loss of commission but in such case the commission not to exceed the brokerage on one year's hire.

40

Clauses 26-34 inclusive are deemed to be incorporated in this Charter Party.

HETHERINGTON KINGSBURY PTY. LIMITED
As Managing Agents for Owners.

R.W.MILLER & CO.PTY.LTD.

(Sgd) Keith Dale

Charterers

- | | | | |
|----|------------|--|--|
| | Clause 26. | Vessel to give free use of winches, gear, light and power as on board. | <u>Exhibits</u>
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| | Clause 27. | Full on and off surveys to be carried out both at the commencement and completion of the Charter Party respectively. Any damage caused by default of the Charterers or their servants and not repaired during the currency of the Charter Party to be repaired and paid for by the Charterers. | 9
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Pty. Ltd. |
| 10 | | | |
| | Clause 28. | Owners to supply, lighting, including cargo lights for night work so far as is on board, free of expense to Charterers. | 3rd October
1974
(continued) |
| | Clause 29. | It is understood that the Master will authorise the Charterers or their Agents to sign Bills of Lading on his behalf. | |
| 20 | | | |
| | Clause 30. | Should the vessel put back while on a voyage by reason of an accident or breakdown the hire shall be suspended for the time from putting back until she be again in the same position, and the voyage resumed therefrom. | |
| | Clause 31. | Owners to pay for the purchase, loading and discharging of any solid ballast required by Owners whilst on charter and time lost to be for Owners' account. | |
| 30 | | | |
| | Clause 32. | The Charterers shall have permission to appoint a Supercargo, who shall accompany the vessel and see that voyages are prosecuted with the utmost despatch. He is to be furnished with free accommodation and same fare as provided for Captain's table, Charterers paying at the rate of A\$2.00 per day. Owners to victual Pilots and Customs Officers, and also, when authorised by Charterers or their Agents, to victual Tally Clerks, Stevedores' Foreman, etc., Charterers | |
| 40 | | | |

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paying at the rate of 50 cents
(Aust.Currency) per meal for all
such victualling.

Clause 33. Notwithstanding Clause 13 the
Owners shall be responsible for
any delay in excess of twelve
hours as a result of a dispute
or disagreement between Owners or
their servants and/or employees;
and in the event of such delay
exceeding twelve hours the vessel
shall be off hire. 10

Clause 34. New Both-to-Blame, New Jason and
Chamber of Shipping War Risk
Clauses 1 and 2 are deemed to be
incorporated in this Charter Party.
It is agreed that all Bills of
Lading issued under this Charter
Party shall incorporate the Hague
Rules in whatever form is suitable 20
for the voyage in question and
shall also include the following
Clause Paramount:

"This Bill of Lading is to have
effect subject to the provisions
of the Rules contained in the
Schedule to the Australian Sea
Carriage of Goods Act, 1924,,
as applied by that Act. The
Shippers are to be entitled to 30
the benefit of the privileges,
rights and immunities conferred
upon the Shipper, and the Ship-
owners are to be entitled to the
benefit of the privileges,
rights and immunities conferred
upon the Carrier, by such Act,
and the Schedule thereto, as
if the same were herein specifi-
cally set out, the unit under 40
Article IV (5) being the ton."

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FOLIOS 101 and 102 OF DAY
BOOK OF I.H. MOSES

Exhibits

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Folios 101 &
102 of day
book of
I.H.Moses

101
Friday 8th Nov.1974 Dept.Syd.Au &
Dept.Hexam Au
Syd.

10 T.Baker signed on * Ballast pump float chamber check valve o'hauled
* Ballast to instructions
Grind in No.3 Gen. inlet & exhaust valves

Sat. 9th Nov.1974 Dept.Syd.Au
Dept.Hexam Au
Syd.

20 * Fire pump tested. Spare priming water tank fitted to bilge p/p
Low sea suction strainer cleaned
* No.2 P.bilge suction line choked with coal cleaned by porters
Domestic FW pump float U/U o'hauled. Spindle greased
No.2 S.bilge suction line cleaned & checked.

Sunday 10-11-74

Monday 11-11-74

30 Alf Dix and I.Moses * ME SW circ. pump priming lever renewed and U/U o'hauled.
* No.2 S. hold bilge suction line cleaned.
Ballast to instructions.

Tuesday 12th Nov.1974 Au & Dept.Hexam
Au & Dept.Syd

* Bilge pumpeller exposed & cleaned.
Blown globes in ER renewed.

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Folios 101 &
102 of day
book of
I.H.Moses
(continued)

* Bilge & Ball pump grease cups
cleaned & refilled.

Ballast to instructions.

Wed. 13th Nov. 1974 Au & Dept.
Hexam Au &
Dept.Syd.

Ballast to instructions.

No.3 Gen. Pistons assembled and
placed on deck for shore rep.
Cylinder heads, new valve guides etc. 10
placed on deck for shore repairs.
Blown globes in accom & ER renewed.
Transferred 100 glls L/O from
S. L/O DB reserve to hand feed reserve
and renovating tanks.

Filled flare connection to No.8 Unit
scavenge cock

102

Thursday 14th Nov.1974 Au Dept.Hexam
Au Syd. 20

E.R. pumps changed over.

* No.2 Port hold bilge line cleaned
to best possible with available
facilities. Master informed of
choked lines (coal pellets)

Ballast to instructions.

O'hauling starting air valves on
No.3 Gen.

Friday 15th Nov. 1974 Dept.Syd.Au
Bass Point 30
Dept. Bass Pt.
Au Sydney

* No.2 P & S hold bilge lines choked
attempt to clear not successful with
holds fully loaded with coal. Bilge
pump impeller & strum boxes cleaned
repeatedly (Strum boxes design not
satisfactory. Coal pellets fall down
into suction tin away from grating
when pump is stopped or strum box 40
cover removed to clean grating. The
water in the line flushes the coal
back into tunnel well and only a small
quantity of coal remains).

Ballast to instructions.

Crews mens room toaster element rewired

Removed, freed, cleaned & greased 3 off crews toilet flush valves.

Power point failure in crews mens room replaced. Galley exhaust fan failure traced to burnt armature

Saturday 16-11-74 Sydney

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First Cross Defendants Exhibits

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Folios 101 & 102 of day book of I.H.Moses

(continued)

10

Prep for 9 am dept cancelled for 12.30 pm dept

*

Dept Cancelled at 12.30 pm

6 am - P & Ds boiler maker, fitter & shipright clearing No.2 hold bilges & lines.

Bilge pump impellers & strum boxes cleared repeatedly.

Bilges cleared & system serviceable at 6 pm. Copeland & Wallett removed galley exhaust fan. Temporary fan rigged in place.

20

Sunday 17-11-74 Dept Syd.Au & Dept. Hexam

Prep for 9 am Dept.

