

this Article, unless during the ten (10) years immediately preceding the date of disablement the employee has been exposed to the inhalation of silica dust or asbestos dust over a period of not less than five (5) years, two (2) years of which shall have been in this State, under a contract of employment existing in this State, provided, however, that if the employee shall have been employed by the same employer during the whole of such five-year period, his right to compensation against such employer shall not be affected by the fact that he had been employed during any part of such period outside of this State.

(b) Compensation shall not be payable for partial disability due to silicosis or asbestosis ~~[-]~~, provided, however, that if it shall be determined that such employee is able to earn wages at another occupation which shall be neither unhealthful nor injurious, and such wages do not equal the full wages he was earning at the time he was forced to give up his employment because he was found to be affected by silicosis or asbestosis, he shall be paid compensation computed pursuant to the provisions of Subsection 6 of Section 25 of this Article during the period of such partial disability. In the event of total disability or death from ~~[uncomplicated]~~ silicosis or asbestosis, **COMPENSATION DUE TO SILICOSIS, ASBESTOSIS OR OTHER PULMONARY DUST DISEASE; PROVIDED, HOWEVER, THAT IF AN EMPLOYEE HAS DEMONSTRABLE EVIDENCE OF SILICOSIS, ASBESTOSIS OR OTHER PULMONARY DUST DISEASE AND HIS CAPACITY FOR WORK HAS THEREBY BEEN IMPAIRED TO AN EXTENT NOT AMOUNTING TO TOTAL PERMANENT DISABILITY, COMPENSATION SHALL BE PAYABLE IN THE AMOUNT OF \$1,000.00, WHICH PAYMENT SHALL BE MADE IN A LUMP SUM OR IN PERIODIC INSTALMENTS IN THE DISCRETION OF THE COMMISSION, AND SHALL BE A FINAL PAYMENT AND OPERATE AS A FULL RELEASE BY THE EMPLOYEE FOR COMPENSATION AND FOR ANY CLAIM AGAINST THE EMPLOYER OR SUBSEQUENT EMPLOYERS THAT THE EMPLOYEE MAY HAVE FOR SILICOSIS, ASBESTOSIS OR OTHER PULMONARY DUST DISEASE AND IRRESPECTIVE OF WHETHER THE EMPLOYEE THEREAFTER CONTINUES IN THE SAME EMPLOYMENT HE WOULD NOT HAVE THE RIGHT TO RECEIVE ANY FURTHER COMPENSATION OR MAKE CLAIM BECAUSE OF SILICOSIS, ASBESTOSIS OR OTHER PULMONARY DUST DISEASE AGAINST HIS EMPLOYER OR AGAINST ANY SUBSEQUENT EM-**