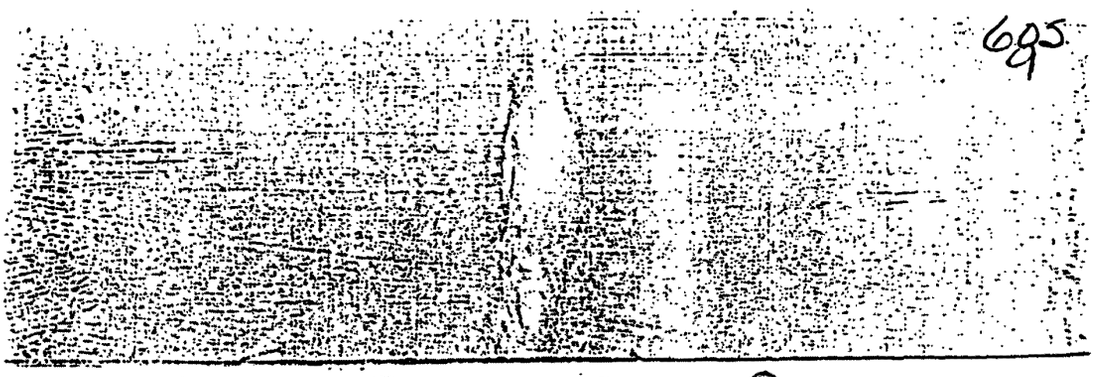


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THE COURT: The terms of your agreement may be stat on the record.

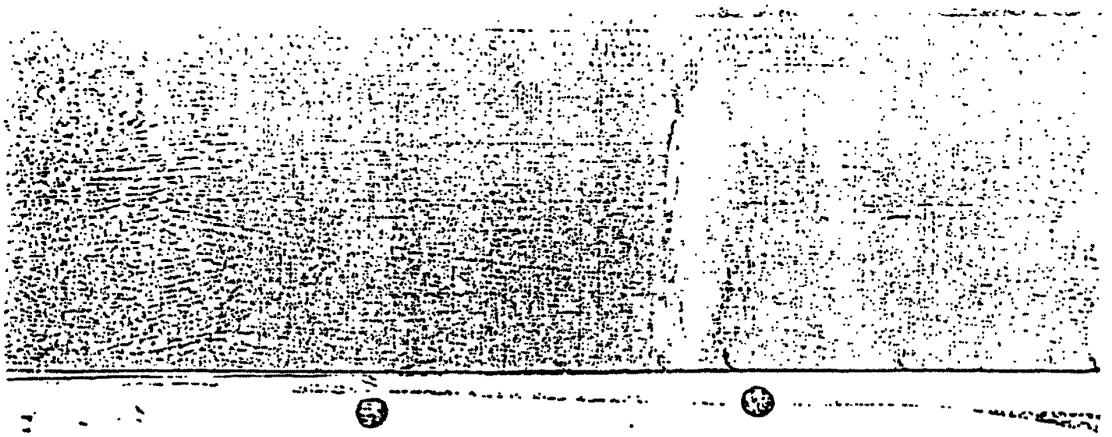
MR. MONIGAN: If your Honor please, counsel have conferred in this matter, and it has been determined to sett the matter now on the basis of the payment to the pla iff of $35,000. The payment is made upon the usual submission o the closing papers, stipulation of dismissal of the present action with prejudice, and a general release from the plaint to the defendant. It also involves the fact that there is a Workmens' Compensation matter which was pending between the plaintiff here and the H. W. Porter Company, as a result of which a judgment was entered in the Workmens' Compensation Division of New Jersey, Department of Labor, by the terms of which certain medical payments were made, temporary disabili payments awarded and a permanent disability of seventy-five percent of total.

The parties have agreed that out of this thirty-five thousand dolars, which will be paid in settlement of this matter, the H. W. Porter Company, as employer of the plaint and its insurance carrier, the Travelers Insurance Company, not assert any lien against the thirty-five thousand dollars paid in this case, which is afforded by reason of the Statut of New Jersey; that upon the payment of thirty-five thousand dollars in respect to the Workmens' Compensation matter betw the plaintiff and H. W. Porter and its insurance company, th

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Travelers Insurance Company and Travelers Indemnity Company, no claim will be asserted by Travelers to the thirty-five thousand dollars. There will be no claim asserted by the plaintiff against H. W. Porter Company, or its Workmens' Compensation carrier until the exhaustion of the payments of the thirty-five thousand dollars are made.

The obligation of Porter and Travelers Insurance Compan which is imposed upon it by reason of the Statute of New Jer will continue subject to such credits as it is entitled to h by reason of the Statute in such case may provide.

THE COURT: Does that embody your understanding, Mr Brach?

MR. BRACH: The only addition I think the record m show is that all expenses incurred, whether paid or not, up the date of this settlement, will be paid by the Workmens' Compensation carrier, and on those items no lien will be as against the recovery of thirty-five thousand dollars.

MR. MONIGAN: That is so.

MR. BRACH: And that the oxygen respirator ce pac heretofore authorized by the carrier shall become the prope of the plaintiffs for their ownership and use.

THE COURT: Mr. Le Grande, do you understand the t of this settlement?

MR. LE GRANDE: Yes, sir.

THE COURT: Are they satisfactory to you?

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