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assent to the terms of settlement she did not in fact understand them, and did not mean to assent to them, and upon an agreement in writing containing the terms of the memorandum being submitted to the defendant for her signature she repudiated the settlement and refused to sign the agreement. The present action was to recover damages for breach by the defendant of the terms of settlement. The County Court Judge who tried the action held that the compromise in the circumstances was not binding and dismissed the action, but the Divisional Court (Bray and Coleridge, JJ.) reversed his decision on the ground that the defendant had led her solicitor to believe that she assented, and was consequently bound by his act.