

to agree to have this property sold by themselves. Unfortunately, they were faced with a written alleged agreement by which they were going to incur unnecessary expense and they wouldn't sign that agreement. That is the only thing. They are willing to go with their brothers and sisters and sell this property themselves, and under the deed they had a right to do that, and our only question is whether the Court rules that notwithstanding that the Court can assume jurisdiction and impose--

THE COURT: Who has filed the partition? It looks like there has been five signed for the partition of the property. Do I understand you are indicating they were forced to sign this petition by misrepresentation or something of that nature?

MR. BROWN: What I am saying is that these defendants were face to face with either this proceeding or else to sign an agreement by which - I might say this:

THE COURT: Go ahead.

MR. BROWN: According to the information I have, that written agreement called for a 5% commission to one attorney and 5% to another attorney, and they refused to sign that, and that is the only thing.

THE COURT: Where is that petition that--

MR. BROWN: I asked Mr. Tebbs to bring it into Court today.

MR. TEBBS: If the Court please, it was an irrevocable power of attorney, which they were asked to sign if in the event they couldn't agree, then the attorneys could sign their names for them. The papers were returned to me. The papers have been thrown out. I told Mr. Brown that. I can tell you verbatim everything in the agreement from the beginning to the end. Mr. Glass, who was on the witness stand, is familiar with them. They were sent to his office, and this is the first time I heard the