

reason they didn't want to sign them, because it would cost them something to be represented by counsel in the event they did not agree, and ^{it was not to be used unless} they couldn't agree to sign the deed for the property sale at the most advantageous amount.

THE COURT: What do you mean? That the agreement for the appointment of attorneys--

MR. TEBBS: It was a power of attorney - an irrevocable power of attorney - that was to be used only in the event they couldn't agree.

MR. BROWN: I wrote Mr. Tebbs a letter--

THE COURT: We will get this straightened out in a hurry. Let's call the parties that have signed their names to this bill for partition and ask them. I never heard of such a thing: trying to force a 5% sales agreement on anybody, if that is what the testimony bears out.

MR. TEBBS: There has been nothing forced. I wasn't even present when the papers were presented by Mr. Glass.

THE COURT: Mr. Glass presented the papers?

MR. TEBBS: I prepared the paper. I sent it to Mr. Glass, so that his clients, the ones he represented, could have it signed if they wanted to, but I know Mr. Glass exercised no force, and I never talked to any of the people Mr. Brown represents in an effort to get them to sign it at any time.

THE COURT: He never tried to get them to sign anything any time?

MR. TEBBS: I said I never tried to get anybody to sign anything.

THE COURT: What did they do then?

MR. TEBBS: Ralph Valentine, Jacob and Clarence, together with their wives, came to me, because they were unable to get the other members of the family to sell. Whereupon I visited Mr. Thomas Glass, who I understood represented the other Valen-