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Enclosure

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE WESTERN DISTRICT OF TENNESSEE
MEMPHIS DIVISION

JAMES EARL RAY,	\$	
Resident of Tennessee; Legal	\$	NO. _____
resident of or domicile in		
Illinois,	\$	
Petitioner	\$	
VS.	\$	
PERCY FOREMAN, Resident of Texas,	\$	
WILLIAM BRADFORD HUIE, resi-	\$	
dent of Alabama, and ARTHUR	\$	
J. HANES, resident of Alabama	\$	
Defendants		

PETITION

Your petitioner would respectfully show the Court:

That this cause is subject to federal jurisdiction, in that there is a diversity of citizenship (see caption) and that the subject matter of this suit is in excess of \$10,000; and also that the defendants entered into a conspiracy to violate your petitioner's civil rights and that subsequent to the overt acts stated below, that they did in fact by fraudulent use of the Court process and other matters stated below violate his civil rights; said violation in direct contravention of the rights as protected by 42 U.S.C. 1985. Defendants acted in such a manner as to make a farce and mockery of justice and completely denied the petitioner of his constitutional right to effective counsel.

That he is presently in the Tennessee State Penitentiary at Nashville serving time under a sentence of 99 years imposed by the Criminal Court of Shelby County, Tennessee, the Honorable Judge Preston Battle (now deceased) then presiding.

That he was imposed upon by the respondents in the following manner: Petitioner first consulted with Arthur J. Hanes, an attorney at law in the State of Alabama, and that they reached a tentative agreement for the said Hanes to defend him on a charge of murder. The petitioner charges that he was before and at all

times since in jail without bail and under every restrictive security. Petitioner would show that after the original meeting with Hanes that he and Hanes started a line of discussion relative to Hanes' fee and expenses.

That Hanes revealed to the petitioner that he had been approached by the respondent, Huie, and that Huie would be willing to pay large sums of money for the exclusive rights to the story of your petitioner's life, including any and all facts surrounding the petitioner's alleged involvement in the slaying of Martin Luther King (whom petitioner at that time stood charged with murdering). After being assured by Mr. Hanes that his rights pending the homicide case would not be prejudiced or imperiled, the petitioner entered into a contract with respondent Hanes and with respondent Huie (a copy of which, together with other material contracts and correspondence, is attached to the original petition.

Your petitioner now realizes and so charges that the original and all subsequent contracts were not in any way for the petitioner's benefit; nor were they ever so intended to be. On the contrary, it is charged that respondent Hanes entered into collusion with respondent Huie, each having the specific intent to exploit your petitioner's plight to their own monetary benefit. Your petitioner was under extreme emotional and mental stress, whereby he was made more susceptible to the urgings of the attorney who was allegedly acting in his behalf. Respondent Hanes realized that your petitioner was a stranger to the tangles of the law, and therefore proceeded to "take him in."

Your petitioner would show that he at all times depended wholly upon the advice of Mr. Hanes until such time as Percy Foreman, the lawyer from the Texas Bar, entered into the case. At this point in time, the petitioner released Mr. Hanes and depended fully upon the advice of said Percy Foreman.

Your petitioner would show that he initially entered into a contract with Mr. Hanes, but that through an amendatory agreement induced by Mr. Percy Foreman, he signed a contract by

virtue of which Mr. Hanes was released upon the promise to be paid some \$35,000 by Mr. Huie. Under the amendatory contract, Mr. Foreman was to receive all rights formerly to have been Mr. Hanes'. However, Mr. Foreman was to receive further rights in regard to exclusive stories, motion picture contracts, re-run contracts, television rights, etc. In other words, Mr. Percy Foreman was to receive everything which might otherwise have been the property of James Earl Ray, in return for defending James Earl Ray.

The petitioner believes that the defendant Foreman has some sort of power of attorney so that on the face of said power of attorney, Foreman, if not restrained, will in all probability further act in the name of the petitioner to the petitioner's detriment in these and other matters.

Your petitioner was not versed in the law relative to contracts in general or, more specifically, contracts between attorney and client. Nor was he sufficiently knowledgeable or informed about the peril of his course, as made obvious by the fact that said agreements could and would adversely affect the defense in his criminal case.

Petitioner charges that the respondent Foreman advised, then cajoled, then pressured him into pleading guilty to the aforementioned charge of murder in the first degree. Among other things, the said Foreman told him that this course was the only way to save petitioner's life - all of this in spite of the fact that petitioner had at all times protested his innocence to Mr. Foreman.

Petitioner now believes and charges that neither respondents ever intended for him to have a fair trial and testify in his own behalf, as this would then make the facts and testimony public property and no one would or could have exclusive rights in the matter.

Petitioner charges that Foreman informed him that the only way to raise enough money to pay his fee was to sign over such rights as he had. Petitioner at this time had full faith in his attorney and acted strictly in accordance with his attorney's advice. He did not know that such acts actually prejudiced his rights in the criminal case and caused to arise a serious conflict of interest which rendered it impossible for Mr. Foreman to well and

truly represent him. There was no way for the petitioner to know that Mr. Foreman had, in fact, positioned himself in such a manner as to have a strong monetary interest in having his client found guilty and sentenced to a 99 year term for a crime which he did not commit. Mr. Foreman did not tell the petitioner, nor did the petitioner know, that there have been no executions in this state within the past decade and that the "bargaining" for the 99 year sentence could have easily been done by almost any student fresh out of law school. No ability, experience, or exhaustive research would be necessary to obtain the said results, particularly in view of the fact that petitioner at all times prior thereto proclaimed his innocence.

Petitioner would further show that the presiding judge, Judge Preston Battle, in an effort to keep down unnecessary publicity had enjoined all parties, including the attorneys, from releasing to the Press any statements relating to the petitioner and/or his case. That in spite of this injunction, respondent Foreman released statements to the co-respondent Huie, said statements purported to be from this petitioner. That such statements, even when and if the same were made by the petitioner, were statements of a confidential nature and privileged between client and attorney.

Petitioner charges that there has since appeared in a national magazine an article in which Huie sets forth certain statements purportedly made by the petitioner. Even if such statements were true, which petitioner denies, they could only have been based upon statements made to his lawyer, therefore bringing them under the rule of privilege between attorney and client.

Finally, petitioner charges that not only does the above conduct violate the relationship of attorney and client, but also violates Canon No. 6 of the professional ethics set forth by the American Bar Association and which have been adopted by the State. Petitioner avers that the relationship of attorney and client existed at all times whenever he talked with any of his lawyers, but that he was never told, nor did his lawyer explain to him, the

true monetary aspects of the case or that the reception of such money under the conditions of the contract hereto attached would imperil petitioner's rights in the homicide case and violate the mandates of the Honorable Judge Preston Battle, now deceased.

From what he has now learned and believes, petitioner charges that his final attorney, Mr. Percy Foreman, was the agent of the co-respondent William B. Huie and was in fact looking out for his own (Foreman's) and his principal's (Huie) monetary interests, rather than the rights of this petitioner.

The action of the defendants as related above proves not only fraudulent breach of all agreements with petitioner, but also among civil offenses, shows that the defendants entered into a conspiracy to violate petitioner's civil rights, said conspiracy beginning prior to the original trial and continuing up to and until the present and even into the future. Petitioner would show that unless directly restrained by this Court, they will further so prejudice the rights guaranteed the petitioner by the Constitution of the United States, of Federal Statute (22-1985), and State law.

Petitioner would show in corroboration of his belief and charge that Percy Foreman, who was allegedly representing him, coerced your petitioner into signing some sort of petition for waiver and other unlawful and unconstitutional petitions attached to this petition. Among those rights which respondent Foreman attempted to coerce your petitioner to waive were: 1) his motion for a new trial; 2) successive appeals to the Supreme Court of Criminal Appeals of the Supreme Court of Tennessee; and 3) petition for review by the Supreme Court of the United States (see page 2 of Voir Dire of Defendant of Waiver and Order).

Petitioner would point out to the Court that there is no precedent for such a waiver in law or equity and that as an experienced attorney, Mr. Foreman must have realized not only the impropriety, but the gross injustice he was fostering upon his own client in direct contradiction to all of those legal rights guaranteed him by the constitution of both this state and the United States.

WHEREFORE, PREMISES CONSIDERED, PETITIONER PRAYS:

1. That he be allowed to file this petition and that proper process issue and be served upon the respondents and/or their agents, requiring them to appear at the earliest day convenient to be set by this Court, and to answer this complaint fully, but not under oath, their oath to the same being waived.
2. That a preliminary injunction issue enjoining the respondents from the further exposure of the alleged facts surrounding the slaying of Martin Luther King, insofar as such alleged facts affect the petitioner, or purport to involve this petitioner with said killing. Petitioner prays that upon the final hearing of this cause that said injunction be made final.
3. That any and all contracts entered into by the parties described above be voided or nullified and that all parties respondent be perpetually enjoined from pursuing their course by reason of any alleged contractual agreements or powers of attorney.
4. That all costs pursuant to petition be taxed against the respondents.
5. That he be granted such other general relief as the equities of this cause may demand.

Robert W. Hill, Jr.
 ROBERT W. HILL, JR.
 Attorney for Petitioner

J. B. Stoner
 J. B. STONER
 Attorney for Petitioner

STATE OF TENNESSEE

COUNTY OF DAVIDSON

I, JAMES EARL RAY, first having been duly sworn, make oath that the matters and facts stated in the foregoing petition are true to the best of my knowledge, information and belief and that owing to my poverty, I am unable to bear the expense of the suit which I am about to bring.

James Earl Ray
 JAMES EARL RAY

Sworn to and subscribed before me this

the 15 day of July, 1969.

W. J. Bean
 NOTARY PUBLIC - at Large - Tennessee

My commission expires: 4-26-1972

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